



ASSAM GAS COMPANY LTD

(A GOVT. OF ASSAM UNDERTAKING)

TENDER DOCUMENT FOR SUPPLY OF MDPE PIPES OF ASSORTED SIZES

(Bid to be submitted in e-mode only)

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

TENDER/IFB NO.: MTL/PUR/40/MDPE/2023/11 dtd: 21/09/2023

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

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

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

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

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

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INVITATION FOR e-BID

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

AGCL is expanding it's network for setting up of Mother/Daughter Booster Stations for providing CNG to Private and Commercial Vehicles.

- 1.0 In connection with its operations, AGCL invites e-tenders from reputed and technically competent Manufacturer for **Supply of MDPE Pipes of assorted sizes on Annual Rate Contract Basis for 1+1 Year**. The Rate contracts will be divided on 75:25 basis in which, item wise L1 bidder will be awarded with 75% quantities and item wise L2 bidder will be awarded with 25% quantities subject to matching of their FOR AGCL Store cost with L1 bidder. If the L2 bidder does not match their prices, then the same will allowed to L3/L4/L5... bidders and so on. In case, no bidders matched their prices, then the contract for the whole quantities will be awarded to L1 bidder. One complete set of Bid Document covering AGCL's IFB for procurement of above is uploaded in e tender website, **[https:// assamtenders.gov.in](https://assamtenders.gov.in) and AGCL's website**. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through Assam Govt's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

IFB No./ Tender No.	MTL/PUR/MDPE/2023/11
Type of IFB.	Single Stage Two Bid System (Open Tender)
Tender Processing Fee*	Rs. 20000/-
Bid Closing Date & Time.	As mentioned in Online e-tender portal
Bid(Technical) Opening Date & Time	As mentioned in Online e-tender portal
Priced Bid Opening Date & Time.	Will be intimated to the eligible Bidders in due time
Bid Submission Mode.	Bid to be uploaded on-line in e-Procurement portal
Bid Opening Place/ Bids to be addressed to.	Office of The Manager (Materials) Assam Gas Company Limited Duliajan, Dist. Dibrugarh Pin- 786602(Assam)

	Email- agcmat@agclgas.com
Bid Validity.	120 days from bid Closing date.
Bid Security Amount*/ Bank Guarantee	Rs. 52,00,000/- (Rupees Fifty Two Lakh) In case of Bank Guarantee, the BG of the same amount may be issued in the name of AGCL as per Annexure G. The hard copy of the BG should reach AGCL (Materials Dept.) on or before the bid closing date.
Amount and Validity of Performance Security.	Performance security @10% of total order value is applicable against this contract. Validity: 3(three) months beyond Contractual Defect Liability Period/warranty period
Delivery schedule	As per requirement of the company, MDPE pipes would be ordered from time to time within the contract period. The ordered materials are to be delivered within 8 (Eight) Weeks from the date of receipt of PO by email.

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

Exemption from payment of Tender Fee: MSE Units manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission; or

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

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

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

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

the 31st day of March, 2022.

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

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

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

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

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

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

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

Thanking you

Yours Faithfully

Manager (Materials)
For MANAGING DIRECTOR

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ANNEXURE-A

Instruction to Bidders & General Conditions of Contract (GCC)

A.0 DEFINITIONS & INTERPRETATIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

General Purchase Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A.27 Gross Negligence: Means an act or failure to act (whether sole, joint or concurrent) by a party that was intended to cause, or which was undertaken with reckless disregard of, or wanton indifference to, the harmful consequences such party knew or should have known such act or failure would have had on the safety or property of another person, but shall not include any error of judgment or mistake made by such party in the exercise in good faith of any function, authority or discretion conferred on the party under this agreement.

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

A.29 Confirmation of Order:

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

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

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

confirmation from the Supplier, unless the Supplier within one week of receipt of amendment order contested the amendment in writing.

1.0 ELIGIBILITY TO BID:

1.1 The bid should be from Original Equipment manufacturers.

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

2.0 TRANSFERABILITY OF BID DOCUMENTS

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

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

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

3.0 TENDER PROCESSING FEE

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

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

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

4.0 COST OF BIDDING:

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

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

5.0 AMENDMENT TO BIDDING DOCUMENTS:

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

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

6.0 CONTENTS OF OFFERS:

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

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

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

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

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

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

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

it in toto.

6.1.8 The qualified bidders shall fill-in online the appropriate price schedule i.e. the net unit prices of the goods they propose to supply and other pricing details etc. as per the Pricing condition separately.(SOR Reference in ANNEXURE-A2)

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

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

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

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

- a) For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
 - a. GST - means any tax imposed on the supply of goods and/or services under GST Law.
 - b. Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act,2017.
 - c. GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017and all related ancillary Rules and Notifications issued in this regard from time to time.
- b) The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, AGCL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and AGCL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to AGCL.
- c) Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes

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

- d) Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to AGCL by way of lower prices/taxes and also provide details of the same as applicable. AGCL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to AGCL.
- e) AGCL shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by AGCL and used by bidders and the consideration for which is recovered by AGCL in the form of reduction in the invoice raised by bidders then AGCL will raise GST invoices on such transactions and the same will be reimbursed by bidders.

I)When Input tax credit is available for Set Off

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

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

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

- f) Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by AGCL in the customized format shared by AGCL in order to enable

AGCL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable AGCL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

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

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

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

6.5.1 Whenever inspection by AGCL's approved Third Party Inspection Agencies has been called for in the tender, Bidder must indicate the availability of the AGCL's approved Third Party Inspection Agencies in

their area. AGCL reserves the right to inspect the material through any of the Third Party Inspection Agencies.

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

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

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

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

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

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

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

6.8 VARIATION IN QUANTITY AFTER INVITATION OF TENDER: In case of supply tenders, the tender can have a provision for variation of quantity at the time of placement of order up to +/- 25%.The bids, however, shall be evaluated based on the tendered quantity to decide the inter se ranking of the bidder.

6.9 TECHNICAL LITERATURE: Relevant technical literature must be submitted along with the offer whenever called for without which the offer

would be liable to be rejected.

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

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

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

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

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

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

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

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

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

- a) Vide Govt. of Assam notification No.FEB.269/2017/27 Dtd. Dispur the 21st August 2019, EMD should be paid through online by logging into Govt. of Assam E-tendering website www.assamtenders.gov.in either online payment or NEFT/RTGS.
- b) The 'Bid Security' is required to protect AGCL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture.
- c) AGCL shall not be liable to pay any Bank charges, commission or interest on the amount of 'Bid Security'. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- d) Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after expiry of the 'Period of Bid Validity' prescribed by AGCL.
- e) The successful Bidder's 'Bid Security' will be discharged within 30 days from the last date of supply of material and submission of PBG.
- f) The 'Bid Security' may be forfeited:
 - i) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - ii) In the case of a successful Bidder, if the Bidder fails:
 - To accept the "Notification of Award"
 - To furnish "Contract Performance Security / Security Deposit"
 - To accept 'arithmetical corrections'.

8.1 EXEMPTION OF BID SECURITY: Central Govt. departments, Central Public Sector undertakings are exempted from submitting Bid Security. Bidders registered with MSE units (and not their dealers/distributors) which are themselves registered with District Industry Center or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are also exempted from submitting Bid Security irrespective of monetary limit mentioned in their registration certificate provided they are registered for the same item(s)/services for which tender has been invited and provided they submit offer for their own products/services. However, the valid registration certificate issued by the authorities as above and indicating the category of item/services and the monetary limit for which they are registered must be submitted by the

bidders along with their bids(Technical) without which the bidders will not be entitled for the exemption.

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

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

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

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

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

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

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

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

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

charges, commission or interest on the amount of Performance Security.

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

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

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

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

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

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

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

10.0 DOCUMENTS COMPRISING THE BID:

10.1 The bid prepared by the bidder shall comprise the following components, duly completed: a) Price schedule (Refer on-line Price Schedule as applicable) b) Bid must accompany necessary literature/catalogue of the equipment as well as of the spare parts catalogue thereof, wherever required. c) Bid Submission Proforma duly filled in (Refer ANNEXURE A1) d) Exceptions/Deviations Form duly filled in (Refer ANNEXURE A3) e) Bidder's past supplies proforma duly filled in (Refer ANNEXURE A4) f) Authorisation letter for attending Tender Opening (Refer ANNEXURE A5) g) Confirmation about the Performance Security, wherever required

11.0 SUBMISSION AND OPENING OF BIDS:

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

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

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

12.0 DEADLINE FOR SUBMISSION OF BIDS:

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

13.0 CLARIFICATIONS OF BIDS:

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

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

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

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

16.0 OPENING OF BIDS:

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

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

17.0 COMPLIANCE WITH TENDER:

17.1 Bidder's offer must conform in all respects with the applicable specifications, drawings and terms and conditions of the tender. Any

deviation from the tender specifications or terms and conditions must be clearly and explicitly stated. In order to be considered responsive, the Bidder must enclose ANNEXURE A3 (duly filled in) with their Bid.

17.2 AGCL reserves the right to accept / reject any deviation in bidder's offer pertaining to the materials specifications or to the terms and conditions stipulated in this tender without assigning any reason other than Bid Rejection Criteria specified in the Bid document.

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

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

19.0 INSPECTION AND TEST:

19.1 All materials to be supplied shall be subject to inspection and test by AGCL at its discretion at any stage of manufacture and before dispatch by mutual arrangement. Inspection and tests shall be carried out either by AGCL's personnel or through a third party nominated by AGCL. Seller has to arrange for the inspection through the nominated third party (whenever applicable) and obtain the necessary inspection certificates together with the declaration certificate (as per Format mentioned in ANNEXURE A6)

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

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

20.0 PACKING:

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

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

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

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

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

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

20.7 The Seller shall be responsible for damage of goods either in full or in part and for corrosion and/or deterioration of the plant and equipment during transit due to inadequate/insufficient packing or due to non-compliance with the above Para Nos. 20.1 to 20.4 depending upon the nature of items and as such shall be obligated to repair or replace the damaged goods or plant or equipment in full or in parts thereof, at free of cost to AGCL within a reasonable period of time.

20.8 WEIGHT AND SIZE LIMITATION OF PACKAGES:

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

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

21.0 DISPATCH:

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

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

22.0 INSURANCE:

22.1 The Successful Bidders have to arrange the transit insurance at their cost in case of orders placed on FOR Destination basis.

23.0 PAYMENT TERMS:

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

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

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

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

25.0 CONFIDENTIAL INFORMATION:

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

26.0 PATENT AND OTHER RIGHTS:

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

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

27.0 INDEMNITY AND INSURANCE:

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

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

28.0 ASSIGNMENT:

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

29.0 WARRANTY / GUARANTEE:

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

29.2 NATURE OF ITEMS- PERIOD OF WARRANTY / GUARANTEE:

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

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

30.0 DEFAULT IN DELIVERY / LIQUIDATED DAMAGES:

30.1 Time will be of the essence of the contract.

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

30.3 As an alternative to Clause No. 31.2 above, AGCL reserve the right to accept the materials but, the Seller shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the value of the goods in respect of which default in delivery takes place subject to a maximum of 7.5 %. Should there be default on the part of the Seller for more than 15 Weeks from the scheduled date to complete the delivery or to complete the installation/commissioning & Training (wherever applicable) successfully, AGCL shall have the right, in addition to the provisions under Clause 31.2 to invoke the Performance Security without causing any notice to the Seller to this effect. The amount of liquidated damage as stipulated above is a pre-

estimated genuine loss as agreed by both the parties and shall be payable without any demur and shall not be open for any dispute whatsoever.

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

31.0 FORCE MAJEURE:

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

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

32.0 DEFAULT:

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

33.0 TERMINATION:

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

33.2 Termination of contract for death: If the CONTRACTOR/SUPPLIER is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR//SUPPLIER is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract/Order, the COMPANY is entitled to cancel the Contract/Order for the uncompleted part without being in any way

liable for any compensation payment to the estate of the deceased CONTRACTOR/SUPPLIER and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

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

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

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

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

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

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

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

the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.

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

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

In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel & materials.

Demobilization charges shall not be payable by COMPANY in case of Article from 33.4 to 33.7.

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

35.0 ARBITRATION:

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

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

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

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

36.2 Offers with inadequate validity will be rejected.

36.3 The authenticity of the digital signature shall be verified through authorised CA after bid opening and in case the digital signature is not

authorized the bid will be rejected.

36.4 Any offer containing incorrect statement will be rejected.

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

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

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

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

37.0 BID EVALUATION CRITERIA:

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

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

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

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

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

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

37.7 Considering the nature of the item, if the product offered by the lowest acceptable bidder is not field proven in AGCL, purchaser at its discretion may place a trial order to the extent of 25% (maximum) only and balance quantity will be procured from other competitive bidders whose product has been field proven in AGCL subject to matching of their FOR AGCL Store cost with L1 bidder.

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

39.0 COMPARISION OF OFFERS:

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

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

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

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

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

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

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

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

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

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

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

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

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ANNEXURE A1

BID SUBMISSION PROFORMA

**Assam Gas Company Limited,
Duliajan**

Subject: Tender No -----

Dear Sirs,

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

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

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

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

ADDRESS:

DATED:

TELEPHONE NO:

FAX NO:

EMIAL ADDRESS:

Note: This form should be returned along with offer.

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ANNEXURE A2

Price Schedule Proforma

(Prices are to be quoted as per online format)

Sl N o.	Item Description	Item Code	Quantity	Unit	Basic Rate	G S T	Freight Charge s	Any Othe r Taxe s	Total Amount Without Taxes	Total Amount With Taxes	Total Amount in words

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ANNEXURE A3

PROFORMA EXCEPTION / DEVIATION

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

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

Or

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

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

Signature of the Bidder

Name:

Seal of the company

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ANNEXURE A4

PROFORMA IF BIDDER'S PAST SUPPLIES

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

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

Signature of the Bidder: _____

Name _____

Seal of the Company

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ANNEXURE A6

DECLARATION CERTIFICATE BY THE THIRD PARTY INSPECTOR

TO WHOM IT MAY CONCERN

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

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

Dated-----

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

Materials :

Quantity Passed :

Certificate No. Issued by us:

Date.

Seal Signature of Third Party Inspector

Name:

Designation :

For & on behalf of

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ANNEXURE-B

Scope of Supply & Special Conditions of Contract (SCC)

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

TECHNICAL SPECIFICATION FOR SUPPLY OF THE MDPE PE-100 PIPES

1. Details of pipe to be procured (Tolerance on length and Quantity \pm 3% for each size)

Sl	OD of MDPE Pipe & Grade	Standard Length in Mtr/coil	Quantity in Mtr	No. of Coils
01	20 mm SDR-11/PE 100/Orange	300	500000	1667
02	32 mm SDR-11/PE 100/Orange	300	250000	833
03	50 mm SDR-11/PE 100/Orange	200	400	2
04	63 mm SDR-11/PE 100/Orange	200	300000	1500
05	75 mm SDR-11/PE 100/Orange	200	10000	50
06	90 mm SDR-11/PE 100/Orange	50	225000	4500
07	110 mm SDR-11/PE 100/Orange	50	55000	1100
08	125 mm SDR-11/PE 100/Orange	50	5000	100
09	140 mm SDR-11/PE 100/Orange	6	10000	1667
10	160 mm SDR-11/PE 100/Orange	6	44000	7333
11	180 mm SDR-11/PE 100/Orange	6	5000	833

2. **Technical specification for MDPE Pipe :**

MDPE, PE 100 (Orange) as per **IS 14885** or **ISO: 4437/1997(E)** specification.

The PE compounds that are acceptable shall conform to the requirements for PE 100 described in **PrEN 1555-1**.

3. **APPROVED MANUFACTURER FOR RAW MATERIAL**

1. INEOS
2. BOREALIS
3. TOTAL PETROCHEMICALS
4. DOW
5. ELENAC
6. BOROUGE

4 The tenderer shall enclose “Certificate” of the supplier of raw material about the material purchase for production of MDPE pipes for gas application and also mention where such pipes have been supplied in recent past.

5. **The characteristics of the MDPE material shall be as follows -**

<u>Characteristic</u>	<u>Unit</u>	<u>Requirements</u>	<u>Test Parameters</u>
Conventional Density	Kg/m ³	930 (Base polymer)	23 ^o C
Melt flow rate (MFR)	G/10 min	+20% of value nominated by Compound producer.	190 ^o C
Volatile content	Mg/Kg	350	105 ^o C
Water content	Mg/Kg	300	105 ^o C

6. The MDPE pipes should confirm precise uniform thickness as per Technical Specification
7. The internal and external surfaces of pipes shall be smooth clean and free from scoring cavities, foreign inclusions, lumps, deep scratches, cracks, lean marks and other major or frequent surface defects, which may affect pipe performance.
8. The pipes shall be supplied with “ ASSAM GAS COMPANY LIMITED” mark, manufacturer’s name or trademark, Dimension, MDPE PE-100, production period, Pressure Rating at every one mtr. Length & which shall not weaken the pipe.
9. The PE Pipes must be tested by an internationally recognized testing agency. The inspection test agency must have license from concerned authority to input plastic paper as per standard.
10. AGCL reserves the right to test the pipes supplied by supplier as and when requires and during testing if the material is found not to specification AGCL

shall precede as per rules and testing fees shall be recovered from the supplier.

11. AGCL reserves the right to depute an engineer for inspection of enand other related parameters at the time of production of ordered pipes.
12. Tenderer shall have to clearly mention facilities available for testing of MDPE pipes at his manufacturing place for all the required tests as per IS:14885 or ISO:4437/1997 (E) and BIS draft specifications.
13. MDPE pipes are to be used for gaseous fuel. The following parameters are essential to be checked as per IS: 14885 or ISO: 4437/1997(E) and BIS draft specifications.
 - (A) Pipe Dimensions
 - (B) Ovality for straight pipe $0.02d$ and for coiled pipe $0.06d$ where d is nominal diameter of the pipe.
 - (C) Tensile strength at elongation – min 15 MP_a
 - (D) Hydro test pressure resistance at 80°C , 165 hr. for unnoticed Pipes below 63 mm dia and notched pipes. Above 63 mm dia with water in water and water in air.
 - (E) Long term strength at 20°C for 165 hr. -8 MP_a
 - (F) Circumferential reversion
 - (G) Hydrostatic pressure resistance at 80°C , 165 hr. following squeeze off, & pipe should not be distorted. (Up to 200 mm Dia.)
 - (H) Hydrostatic pressure resistance at 80°C ., 165 hr. of offset joints made by butt fusion (90 mm dia and above)
 - (I) Oxidation – induction time.
 - (J) Volatile matter content shall be $\leq 350 \text{ mg/kg}$.
14. The outside diameter of pipes, Ovality and their wall thickness shall be as per standard.
15. The supplier shall have to give guarantee for 24 months from the date of last supply against any manufacturing defects and workmanship and defective material shall be replaced at free of cost as per instructions of AGCL.
16. As MDPE pipes are to be used for gaseous fuel, it should meet the PNGRB recommendation.
17. **QUALITY ASSURANCE (QA)**

Manufacturer shall submit their Inspection and Test Plan (ITP) for the approval of Owner.

INSPECTION AND TESTING:

- Inspection shall be carried out as per Owner's Technical specification.
- Third party Inspection Agency shall carry out stage wise inspection during manufacturing of the MDPE Pipes

- Inspection shall be carried out as per Technical Specifications and Approved Inspection Test Plan.
- Supplier shall furnish all the material test certificate, proof of approval/license from specified authority as per specified standard, if relevant internal test/inspection reports as per owner's Technical specification for 100% material at the time of final inspection of each lot of material.
- Even after third party inspection, owner reserves the right to select a sample randomly from each manufactured Batch and have these independently tested. Should the test results fall outside the limits specified in AGCL Technical specification, then AGCL reserves the right to reject all production supplied from the Batch.
- The materials to be tested at manufacturer's works /factory & all relevant test certificates have to be provided along with the delivery of materials. Intimation must be sent to ASSAM GAS COMPANY LTD, DULIAJAN (ASSAM) at least 7(Seven) days ahead for inspection of the materials.

The Inspection test Plan and Factory Acceptance Test (FAT) procedure will also be forwarded to AGCL for their review and approval. No additional Inspection/testing charges will be paid to supplier for arranging the Inspection test.

The materials should be inspected by any of the following third party inspection agency::

- a. CIPET
- b. GERMANISCHER LLOYD
- c. BUREAU VERITAS
- d. MOODY INTERNATIONAL
- e. SGS
- f. CEIL
- g. TUV
- h. VELOSI
- i. ABS
- j. MEENAR GLOBAL
- k. VCS QUALITY SERVICES PRIVATE LTD.
- l. LLOYD REGISTER OF INDUSTRIAL SERVICES
- m. EIL
- n. H&G
- o. TCE
- p. PDIL
- q. MECONS
- r. DNV

The Third Party inspection is in the bidders' scope

PACKAGING & PROTECTION

- The ends shall be protected by proper end caps to protect from shocks and ingress of the foreign body.
- Coils shall be covered by black PVC/PE film to prevent exposure to direct sunlight.

18. **SCOPE OF WORK:** Scope of work includes manufacturing, inspection and testing at works and supply of MDPE pipes as per Tender. The scope also includes loading at works & unloading at AGCL designated site at Duliajan.

19. **PRICE:** The Price quoted should be FOR: **AGCL Stores**, Duliajan, Assam basis.

20. **Tax:** GST @ 18% (Eighteen percent) will be included with the order value. However, if GST changes, prevailing GST shall be applicable at the time of settlement of the bill.

21. **DELIVERY:** The ordered materials shall be supplied within 8 (Eight) weeks from the time of issue of PO by email. FOR: **AGCL Stores**, Duliajan, Assam basis.

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

23. **PAYMENT:** After delivery of each lot of ordered materials & acceptance of the same, payment shall be released within 30 (Thirty) days subject to submission of invoice in triplicate along with all relevant documents as per the NIT & the PO. All statutory Govt. deductions shall be applicable while releasing payment.

24. **LIQUIDATED DAMAGE:** In case of delay in completion beyond the scheduled date of completion of delivery as per **Clause No.30 (GCC)**, charges for Liquidated Damage @0.5% (point five percent) per week of delay or part thereof subject to a maximum of 7.5% (seven point five percent) of the undelivered quantity against the PO will be deducted for the undelivered quantities unless such delay is attributable to the owner or due to Force Majeure. For calculation of delay in delivery, date of issue of LR copy will be considered as date of delivery.

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

Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the place of use/destination.

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

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

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

27. FALL CLAUSE:

i) This clause shall be expressly applicable against the Rate Contract(s) awarded against this Tender. The price charged for the Goods supplied under the contract by the successful bidder shall in no event exceed the lowest price at which the bidder sells the Goods or offers to sell Goods of identical description, to any persons/ organisations including the Procuring Entity or any Department or Undertaking of the Central Government, as the case may be during the period of the contract. Bidder shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the contract for the Goods supplied after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.

The bidder shall furnish the following certificate to the concerned Accounts Officer with each bill for payment of supplies made against the contract:

“We certify that there has been no reduction in the sale price of the Goods of description identical to the Goods supplied to the Procuring Entity under the contract herein, and such Goods have not been offered/ sold by me/ us to any person/ organisation including any Ministry/ Department/ Attached and Subordinate Office/ Public Sector Undertaking of Central or State Government(s) as the case may be upto the date of bill/ the date of completion of Contract at a price lower than the price charged under this contract.”

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ANNEXURE-C

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

The bids shall conform to the specifications and terms & conditions given in the Tender. Bids shall be rejected in case the items offered do not conform to the required parameters stipulated in the technical specifications and to the relevant international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms & conditions, the following requirements must be particularly met by the bidders, without which the offer shall be considered as non-responsive and rejected:

1.0 TECHNICAL EVALUATION CRITERIA:

1.1 EXPERIENCE:

- Bidder must be Manufacturer of MDPE pipes. Bidders shall submit documentary evidence in support of eligibility.
- The Manufacturers proposed testing facility should have NABL accreditation.

Further to above, the bidders should possess the criteria given below:

- (i) **Bidder must quote all items as per Tender.**
- (ii) **Bidder must have experience of supplying MDPE pipes (PE 100) in aggregate of minimum 15 KM of 63 mm OD & above to an established Natural Gas distribution company in India.**

Notes to BEC Clause 1.1 above:

- a.** Definition of 'Similar': Supply of MDPE Pipes SDR-11/PE 100/Orange or higher.
- b.** For proof of requisite Experience (refer Clause No. 1.1), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:

Bidder must submit the following:

- A. Contract document /order copy showing details of supply,
AND
- B. Job Completion Certificate showing:
 - (i) Gross value/quantity
 - (ii) Description of items and order no./Contract no.
 - (iii) Contract period/delivery period and date of completion
- C. Inspection Release Note

- c.** Only Letter of Intent (LOI)/Letter of Award (LOA)/Work Order(s) are not acceptable as evidence of experience.
- d.** Mere award of contract(s)/placement of order will not be counted towards experience. Successful completion of the awarded contract(s)/order(s) to the extent of volume/quantities & value, as stipulated under Clause Nos. 1.1 will only be treated as acceptable experience.
- e.** Following experience will also be taken into consideration:
 - (i) If the prospective bidder has executed contract/order in which supply defined above is also a component of the contract/order.
 - (ii) In case the start date of the requisite experience is beyond the prescribed 03(three) years reckoned from the original bid closing date but completion is within the prescribed 03 (three) years reckoned from the original bid closing date.
 - (iii) If the prospective bidder is executing similar work/order, which is still running and the executed order (or contract) value/quantity/period prior to original bid closing date is equal to or more than the minimum prescribed value/quantities in the BEC.

Proof of work experience against Para **e. (i) and (ii)** above, to satisfy a) work/supply defined above b) minimum prescribed value/quantity/period c) prescribed period of 03 years, to be submitted as below:

Bidder must submit the breakup of similar work/supply and its value/quantity executed within the prescribed period of 03 (three) years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).

Proof of work experience against Para **e. (iii)** above, to satisfy a) work defined above b) minimum prescribed value/quantity/period c) prescribed period of 03 years, to be submitted as below:

- I. Bidder must submit the following:
 - A. Breakup of similar work/supply
 - B. Contract document/PO showing details of work
 - C. LOA/LOI/Work order showing:
 - (i) Awarded Gross value/quantity
 - (ii) Description of item(s)
 - (iii) Contract no./Work order no./Purchase order
 - (iv) Contract period /delivery period

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

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

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

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

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

1.2 The bidder must confirm the following in their bid:

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

2.0 FINANCIAL EVALUATION CRITERIA:

2.1 The average annual turnover achieved by the bidder for any PE Pipes as per their audited financial results in the last 3(three) immediate preceding financial year shall be above Rs. 12 Crore. However prior turnover is exempted for startup & MSE Vendors as per OM No. F.20/2/2014-PPD(PL) Dtd. 20/09/2016 of Ministry of Finance (GoI).

2.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.

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

Notes to BEC Clause 2.0 above:

a. For proof of Annual Turnover of the following documents/photocopies must be submitted along with the bid:

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

AND

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

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

- b.** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **ANNEXURE C4**
- c.** In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- d.** In case the bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above.
- e.** Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 2.1 and 2.2.

3.0 COMMERCIAL EVALUATION CRITERIA:

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

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

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

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

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

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

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

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

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

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

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

3.11 Bid received with validity of offer **less than 120 days** from Bid Opening Date will be rejected.

4.0 EVALUATION CRITERIA:

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

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

4.3 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if

there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

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

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

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

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

4.8 Price Bids shall be evaluated on individual lowest cost to AGCL (L-1 offer) basis i.e., considering total quoted price for individual items including applicable GST (CGST & SGST/UTGST or IGST). Since this tender has been floated to enter into rate contracts with ratio of quantities- 75:25, L1 bidder will be awarded with 75% of quantities and balance 25% quantities will be awarded to L2 bidder subject to matching of their price with that of L1 bidder FOR AGCL Store basis. In case of L2 bidder's refusal to match with L1 bidder, then L3, then L4.... bidder will be asked to match and whoever agrees to match, the contract will be awarded to them.

In case of refusal of other bidders to match, the contract of 100% quantities will be awarded to L1 bidder.

While making 75:25 ratio, there may be some variation in quantities and contracted quantities will be rounded up to next higher quantities keeping in view of the standard lengths of each size.

4.9 AGCL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

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

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

NOTES ON GOODS AND SERVICES TAX:

- In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST / VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly, reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.
- Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST / UTGST or IGST) is applicable.
- Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in the Price Bid Format.
- AGCL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules / regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and / or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.
- The bids will be evaluated based on total price including GST.
- It is the responsibility of the bidder to quote the correct GST rate. The classification of goods / services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the AGCL on account of any error on the part of the contractor.
- Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to AGCL.
- GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST / UTGST or IGST). Further, such bidder should mention "Cover

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

- AGCL will prefer to deal with registered supplier of goods / services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.
- Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- In case the GST rating of bidder on the GST portal / Govt. official website is negative / black listed, then the bid may be rejected by AGCL.

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

5.0 GENERAL:

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

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

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

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

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

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

6.0 PURCHASE PREFERENCE CLAUSE:

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

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

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

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

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

i. Udyam Registration Number with Udyam Registration Certificate

or

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

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who

has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.

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

ANNEXURE C1

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

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

Ref. No _____

Date _____

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

Sub: Undertaking of authenticity of information/documents submitted

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

Sir,

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

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

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

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

Signature of Authorised Signatory:

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

ANNEXURE C3

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER In INR	NET WORTH In INR

Place:

Date:

Seal:

Membership Number:

Signature

Registration No.:

UDIN:

#####

ANNEXURE C4

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

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

ANNEXURE-D

PURCHASE ORDER ACCEPTANCE

To
M/s. AGC Limited,
Duliajan

Sub: Purchase Order No.-----

Dear Sir,

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

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

Dated this _____ day of _____ 20__.

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Seller:

#####

ANNEXURE-E

PERFORMANCE SECURITY FORM

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

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

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

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

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

This guarantee is valid until the ___ day of _____.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO: IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

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

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

SIGNATUREANDSEALOFTHEGUARANTORS: _____

Designation: _____

Name of the Bank: _____

Address: _____

####

ANNEXURE - F

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

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

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

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

Validity of Registration:

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

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

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

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

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

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

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

Explanation –

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

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

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

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

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

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

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

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

ANNEXURE F1

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

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

Ref. No _____ **Date:** _____

**Assam Gas Company Limited
DULIAJAN, ASSAM, INDIA**

Subject: Tender No. _____ Date: _____

Dear Sirs,

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

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

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

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

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

ANNEXURE-G

BANK GUARANTEE IN LIEU OF BID SECURITY

Bank Guarantee No. _____.
Amount of Guarantee Rs.20,00,000/- _____.
Bank Guarantee cover from _____ to _____.
Last date for lodgement of claim: _____.

TO,
ASSAM GAS COMPANY LTD.
P.O. DULIAJAN.
Dist.Dibrugarh
ASSAM - 786602

TENDER NO. _____ **Dated** _____ FOR SUPPLY OF MDPE PIPE WHEREAS
_____ (HEREINAFTER CALLED 'THE Bidder' has submitted Bid
dated _____ for supply of MDPE Pipe (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 Rs.20,00,000/- (**Rupees: Twenty Lakh only**) 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 60 days 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 _____ on whose behalf this guarantee is issued.

WITNESS No. 1

(Signature)
Full name and official address
(In legible letters)

Full name, designation and address
(In legible letters) with Bank Stamp
Dated :

WITNESS NO. 2

(Signature)
Full name and official address
(In legible letters)