

**NOTICE INVITING TENDER**

**Assam Gas Company Limited**

**(AGovt OF Assam undertaking)**

**CIN : U11101AS1962SGC001184**

**NIT No: MTL/PUR/20/BD-PIPE/2019-20/08**

**Date: 10/06/2020**

**Sub: Supply of Commercial quality MS Pipe**

**Contact Person : Sri Arupananda Hazarika.**

**E-mail ID: agcmat2@gmail.com**

For details please visit the AGCL website [www.assamgas.org](http://www.assamgas.org)

Govt. of Assam e-Procurement portal [www.assamtenders.gov.in](http://www.assamtenders.gov.in) under Industries &Commerce Department.

**MANAGING DIRECTOR**

ASSAM GAS COMPANY LTD  
P.O. Duliajan Dist: Dibrugarh  
Assam 786 602  
Phone: 0374-2800452, Fax-2800557

**Ref No. MTL/PUR/20/BD-PIPE/2019-20/07**

**Date:-10/06/2020**

**e- TENDER DOCUMENT**

**Scope of Bid:**

AGCL invites e-tenders from the reputed and technically competent Manufacturer/Authorized Dealer Channel Partners of reputed manufacturers for **supply of Commercial quality MS Pipe 200 mm & 150 mm**. Details of items to be supplied is given at Annexure-I.

E- TENDER with **180** (One Hundred Eighty ) **days** validity from the scheduled date of technical bid opening under single stage two bid system must be submitted on or before---/07/2020 at **2:30 PM** and Technical Bids likely to be opened at 2:30 PM. (IST) on the same day. The Priced Bids shall be opened only for short listed Tenderers at a later date after evaluation of Technical Bids.

**Earnest Money Deposit (EMD) of Rs.80,000.00 ( Rupees Eighty Thousand )** only, & **Non refundable Tender processing Fee Rs. 1000.00 ( Rupees One Thousand )** only, in favour of Assam Gas Company Ltd. payable at Duliajan, Assam, India, Pin Code:- 786 602 must be deposited. EMD will be retained by the Company for successful tenderers till completion of all formalities as per the tender.

**Method of payment:**

Vide govt. of Assam notification **No. FEB. 269/2017/27** Dtd. **Dispur the 21<sup>st</sup> August 2019**. EMD & Tender processing fees should be paid through online by logging into Assam govt e tender website, [https:// assamtenders.gov.in](https://assamtenders.gov.in) either through **option 1** online payment or **option 2** NEFT / RTGS.

**Exemption from payment of Tender Fee:** SSI Unit registered with NSIC as well as MSME registered units having valid certificates will be exempted from payment of tender fee provided the estimated value of the purchase is within the monetary limit for which they are registered. Moreover they must be registered for the items for which they intend to quote.

The bid along with scan copies of all documents including EMD and Tender fees should be uploaded with the Tender documents. Only hard copy of Tender Fee and EMD should be sent to the following address:

**Dy. General Manager (Materials)**  
**Assam Gas Company Limited**  
**Dist. Dibrugarh, Duliajan**  
**Pin- 786602 (Assam)**

The Company reserves the right to accept or reject any or all the offers without assigning any reason thereof. **Tender submitted without the required documents, Tender fee & Earnest Money, will be rejected outright.**

**1. CONDITIONS OF CONTRACT:**

**1.1 Contractual Obligation :** All Tenderers who submit a Tender in response to this tender shall understand, acknowledge and agree that AGCL is not obligated thereby to enter into an agreement or contract with any Tenderer and, further, has absolutely no financial obligation to any Tenderer.

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**1.2 Contract Acceptance:** A Tender submitted in response to this notice shall be considered a binding offer. Acknowledgement of this condition shall be indicated by signature of an officer of the Tenderer legally authorized to execute contractual obligations and shall be conveyed by submitting a signed Form of Tender as per the enclosed format.

## 2.0 BIDDER QUALIFYING CRITERIA (BQC)

### 2. A. TECHNICAL BQC:

SL NO	TECHNICAL CRITERIA	DOCUMENTARY EVIDENCE TO BE SUBMITTED
i.	The bidder shall be a manufacturer/ authorized dealer/ Reseller/ Channel Partner of Manufacturer dealing with supply of <b>Commercial quality MS Pipe</b> of the Brand / Specification for which offer is submitted.	a) Certificate of dealership/Channel Partner from the manufacturer or Authorized Area Representative. b) Manufacturing license or any other related documents to prove that the bidder is a manufacturer.
ii)	The bidder must have supplied at least <b>3000</b> mtr. of <b>Commercial quality MS Pipe</b> of size <b>8" (200 mm) &amp; 6" (150 mm)</b> or above to any reputed gas entity in a single order during last three years effective date of which shall be considered from the date of opening of Bid.	Bidder shall submit copy of purchase order along with Inspection & dispatch documents. Supply completion certificate from end users to qualify these criteria. In case of Authorized dealer / reseller etc. The experience of manufacturer may also be acceptable.

### 2. B. FINANCIAL BQC:

1.	Bidders must have average annual turnover Rs. <b>50,000.00</b> Lakh as per their audited financial results for last three years.	1) Certificate of annual turnover for last three financial years duly certificate by a chartered Accountant.
2.	Net worth of the bidder must be positive.	2) Bank solvency certificate from any Nationalized Bank in India. or Copy of audited financial statements of the relevant financial years.

### 3.0 REJECTION CRITERIA

Bidders must furnish self attested relevant documents/information in support of their credentials to the BQC along with offer, failing which their offer shall be summarily rejected. The provision of following clauses of the Bid document must be adhered to failing which the bid shall be considered as non-responsive and shall be rejected outright.

- i) Tender processing fee
- ii) Bid Security (EMD)
- iii) Bid validity period.

Bid should be valid for a period of **180 days** & should be complete in all aspects covering entire scope of supply and installation and should conform to the technical specifications indicated in the bid document, duly supported with technical catalogues/ literatures, wherever applicable. Incomplete and non-conforming bids will be rejected outright.

#### 4.0 Award criteria:

Based on BQC & other terms and condition of the Bid document, the Purchase Order shall be placed on successful bidder whose bid is determined to be substantially responsive and is determined to be the lowest evaluated bid.

Price Bid of only technically qualified bidder shall be opened.

The lowest bidder, L-1 shall be identified on the basis of item wise lowest unit rate for the items inclusive of all taxes & other charges if any.

AGCL reserves the right to place order for additional 25% at the same rate with same terms & conditions within the bid validity period.

#### 5.0 COMPLETION TIME:

The ordered materials shall have to be delivered at AGCL's stores at Duliajan within **90** (Ninety) days from the date of receipt of Purchase Order by Fax/ Email etc. Safe Loading / Unloading and stacking of the materials in designated areas is in the scope of the vendor. No additional charge shall be paid for Loading / Unloading.

#### 6.0 TENDER PREPARATION

- 6.1 A statement that Bidder agrees to be bound by all contract terms and conditions stated in this Tender and including any amendment thereto.
- 6.2 Pricing Information shall NOT be included in the technical part of the Tender. Tenderers shall ensure that no pricing information of any type is shown in their technical Tender. The inclusion of pricing information in any place other than the Price Bid will result in rejection of the Tender.
- 6.3 All pages of the Tender must be numbered and signed by the tenderer or his authorized signatory.
- 6.4 The prices quoted shall be firm.
- 6.5 The prices and amounts entered in the schedule of prices shall represent the Tenderer's offer generally in accordance with the requirement. If there is a discrepancy in the amounts entered in figures and in words, the amount in words shall prevail.

- 6.6 At any time prior to the deadline for submission of tenders, AGCL for any reason, whether at its own initiative or in response to a clarification required by a prospective tenderer, may modify the tender document by issuance of amendment. Such amendments shall be part of the tender documents pursuant to relevant Clause and shall be notified in AGCL website [www.assamgas.org](http://www.assamgas.org) & and e-tendering website [assamtenders.gov.in](http://assamtenders.gov.in) only. The same will be binding on tenderers. AGCL may, at its discretion, extend the deadline for submission of tender.
- 6.7 The bidder should indicate at the time of quoting against this tender their full postal and email addresses, name of contact person & contact mobile number .
- 6.8 The Bidder shall sign its bid with the exact address of the firm to which the contract is to be issued. The bid shall be duly signed and sealed by an executive officer of the Bidders organization. Each bid shall be signed by a duly authorized officer and in the case of a Corporation the same shall be sealed with the corporation seal or otherwise appropriately executed under seal. The bidder shall sign and put official stamp on each page of the tender. Document and submit along with their offer as token of acceptance of terms and conditions.
- 6.9 The bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Bidder.
- 6.10 The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. AGCL may reject outright any bid not supported by adequate proof of the signatory's authority.
- 6.11 The bid prepared by the bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in English language.
- 6.12 Prospective bidders are advised to ensure that their bids are complete in all respects and conform to the purchaser's terms & conditions and bid evaluation criteria of the tender, for avoiding rejection of their offers. It may not be feasible for AGCL to seek clarifications in respect of incomplete offers.
- 6.13 Bidders are advised not to take any exception / deviations to the bid document. Still, if exceptions /deviations are maintained in the bid, such conditional/ non-conforming bids be rejected outright.
- 6.14 Bidders are advised not to indicate any separate discount. Discount, if any should be merged with the quoted prices. Discount of any type indicated separately will not be taken into account for evaluation purpose. However in the event of such offer without considering discount is found to be lowest, AGCL shall avail of such discount at the time of award of contract.
- 7.0 **BID SUBMISSION**
- 7.1 Bids are to be submitted online on e-procurement website [assamtenders.gov.in](http://assamtenders.gov.in) only in two parts along with scan copies of required documents & EMD. Original copies of the documents & EMD shall be submitted within 7 (Seven) days from the date of bid submission at the office of the Dy. General Manager (Materials), Assam Gas Company Limited, Duliajan, Dist: Dibrugarh, Assam-786602.

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- 7.2 Bid received in hard copy or E-mail/ Fax/ Telegram/ Telex/ Cable etc will not be accepted. All corrections and alterations, if any, in the entries of tender paper shall be signed in full and stamped by the tenderer with date. No erasers or overwriting are acceptable.
- 7.3 The company shall not be held responsible for non receipt of the Original copy of BG/ DD against EMD or postal delays/ transit loss, etc. Any offer received after the appointed time on the bid closing date shall be summarily rejected.
- 7.4 AGCL will first open the “Technical Bid” and if found in compliance then “Price Bid” will be opened. The company reserves the right to accept or reject any or all bids or accept any bid in part without assigning any reason whatsoever.
- 7.5 No request for extension of Bid closing date & time will be entertained. However AGCL at its discretion may extend the Bid closing date and/or time due to any reasons. In case bid closing date is extended, same will be notified through Corrigendum in e-tendering procurement system.

**8.0 INSPECTION AND TESTING:**

- 8.1 Inspection shall be carried out as per Owner’s Technical specification and Inspection Test Plan (ITP) submitted by the bidder and duly approved by the owner.
- 8.2 Third party inspection Agency shall carry out stage wise inspection during manufacturing of pipe as per approved ITP.
- 8.3 Supplier shall furnish all material test certificates, 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 are to be submitted.
- 8.4 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 materials supplied from the Batch.
- 8.5 Intimation through e-mail must be sent to ASSAM GAS COMPANY LTD. DULIAJAN (ASSAM) at least 2 (Two) weeks ahead for inspection of the pipes. The Inspection Test Plan and Factory Acceptance Test 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.
- 8.6 The materials should be inspected by any of the following inspection agency given below at supplier’s cost and inspection report shall be enclosed along with shipping / dispatch documents.

- |           |           |          |
|-----------|-----------|----------|
| A) LLOYDS | D) TCE    | G) DNV   |
| B) EIL    | E) PDIL   | H) TUV & |
| C) H & G  | F) MECONS | I) SGS   |

- 9.0 Dispatch:** The materials should be dispatched through registered transporter of AGCL. The materials should be delivered at AGCL Stores at Duliajan with all necessary precautionary measures for protection from damage during transportation from your works and at the time of unloading. All the materials should be insured against any loss or damage during transit.

**10. Performance Bank Guarantee:** Within 15 (Fifteen) days from receipt of notification of award/Fax of P.O. from the Purchaser, the successful bidder shall furnish a performance bank guarantee for an amount equal to 10% of the contract value towards faithful performance of the contractual obligations and performance of the materials. The Bank guarantee shall be from any Indian Nationalized/ Scheduled bank registered with Reserve Bank of India. The PBG from International Bank having Branch office in India is also acceptable. The PBG shall be valid for a period of one year which shall be renewed from time to time till end of the contract period. The prescribed format of **PBG is given at Annexure-III**. PBG shall be furnished in the prescribed proforma on an appropriate value of stamp paper. If the successful bidder fails to deposit PBG within 15 (fifteen) days from the date of issue of the P.O., the P.O. shall be treated as cancelled.

**11. Bid Security (EMD) & Tender Processing fees :-**

- i. Tender processing fee shall be paid at the rate of **.02%** of the estimated value subject to a maximum value of **Rs. 1,000.00**
- ii. The bidder has to submit **EMD** with respect to the total value of supply for an amount of Rupees **80,000.00 ( Rs. Eighty Thousand )** only, with a method mentioned below:-.

The EMD of successful bidder shall be released after furnishing PBG by the bidder.

**iii Method of payment:**

Vide govt. of Assam notification **No. FEB. 269/2017/27 Dtd. Dispur the 21<sup>st</sup> August 2019**

EMD & Tender processing fees should be paid through online by logging into Assam govt e-tender website, **[https:// assamtenders.gov.in](https://assamtenders.gov.in)** either through

**option 1** online payment or

**option 2** NEFT / RTGS.

**iv. The Bid security shall be forfeited if**

- a) The bidder withdraws their bid within its validity period.
- b) The successful bidder fails to furnish PBG or does not accept the order within 30 days from the date of issue of P.O.

**12. Exemption from Bid Security :** SSI units registered with NSIC / MSME under single point Registration Scheme are exempted from submitting Bid security.

**13. Liquidated Damage:** The completion of delivery of the entire quantities as mentioned above within the schedule date of completion of delivery shall be deemed to be the essence of the contract. In case of delay in delivery of the entire quantities within the stipulated period, unless such delay is attributable to owner (AGCL) or due to Force Majeure, there will be reduction in contract value @ 0.5% (Zero Point Five Percent) per week as Liquidated Damage for undelivered quantities of materials for each week of delay or part thereof subject to maximum of 5% of the total contract value. The Liquidated Damage charge shall be recovered from the supplier's bill invoice/PBG.

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14. **Payment:** 98% (Ninety Eight Percent) payment shall be made to the supplier within 30 (Thirty) days after receipt and acceptance of materials against submission of original invoice in triplicate along with all relevant documents as per P.O. and the NIT. 2 % will be retained as TDS as per Govt.'s rule.
15. **Guarantee/Warranty :** The supplier warrants that the goods supplied under the contract are new, You will have to guarantee us that the materials supplied by you are free from all manufacturing / workmanship defect and as per specification as stated in Annexure-I, If any defect is found during inspection and uses, the same should be replaced by you at free of cost and freight. The period of guarantee should be valid for a period of 18 (eighteen) months from the date of dispatch , or 12 (twelve) months from the date of commissioning whichever is earlier. The manufacturer's test certificate (MTC) shall stand as guarantee against all manufacturing defects.
16. **Applicability of Law & Jurisdiction :** The tender shall be governed and interpreted in accordance with the applicable laws of India and Dibrugarh Courts in the State of Assam shall have exclusive jurisdiction.

The Company reserves the right of rejecting any or all bids, or accepts any bid in part, without assigning any reason.

**Dy. General Manager (Materials)**  
**For MANAGING DIRECTOR**





**ANNEXURE—III ( PBG Format)**

**Performance Bank Guarantee**

To,

Assam Gas Company Limited  
Duliajan-786602 (Assam)

Dear Sirs,

1. In consideration of Assam Gas Company Limited, (A State Public sector undertaking) having its registered office at Duliajan, Dibrugarh, Assam herein after referred to as AGCL (Which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT vide P.O. No..... dated ..... (Hereinafter called the ‘CONTRACT’ which expression shall include all the amendments thereto) with (name of the vendor), having its registered/head office at ..... (hereinafter referred to as the ‘CONTRACTOR’) which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and AGCL having agreed that the CONTRACTOR shall furnish to .....AGCL..... a performance guarantee for Rs ....(amount )... for the faithful performance of the warranty as per the CONTRACT.
2. We (name and address of the bank) (hereinafter referred to as “the Bank” which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Rs ..... (in figures and words) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by AGCL on the Bank by serving a written notice shall be conclusive and binding, without any proof on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by AGCL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank. The bank also agrees that AGCL at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that AGCL may have in relation the CONTRACTOR’s liabilities.
3. The Bank further agrees that AGCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in AGCL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of AGCL or any indulgence by AGCL to the said CONTRACTOR(s) or any such matter thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

**Cont’d-2/=**

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4. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of AGCL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till AGCL discharges this guarantee in writing, whichever is earlier.
5. This Guarantee shall not be discharged by any change in our constitution, in the constitution of AGCL or that of the CONTRACTOR.
6. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
7. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
8. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Rs (in figures & words) and our guarantee shall remain in force until \_\_\_\_\_ (indicate the date of expiry of bank guarantee)

Any claim under this Guarantee must be received by us before the expiry of the Bank Guarantee on \_\_\_\_\_. If no such claim has been received by us by the said date, the rights of AGCL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all rights of AGCL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this ..... Day of ....(month and year) at \_\_\_\_\_.

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)