#### ASSAM GAS COMPANY LIMITED

(A Government of Assam Undertaking) P.O. Duliajan. PIN- 786602 Dist:- Dibrugarh, Assam

#### **CORRIGENDUM-2**

### AGCL/RB/ 2023-24/MS\_HSD DU/145/PT II/13

Dated 28.06.2024

This Corrigendum-2 dated 28.06.2024 to Tender No. AGCL/RB/ 2023-24/MS\_HSD DU/145/PT II/05 dated 06.06.2024 for ANNUAL RATE CONTRACT FOR SUPPLY & TRANSPORTATION OF MS /HSD DISPENSERS WITH 4 YEAR CAMC FOR AGCL RETAIL OUTLETS is issued to notify a few changes in BQC, Technical Specifications, Scope of Work & other clauses of the bid document arising out of discussion in pre-bid conference held online on 20.06.2024 and also to notify extension of the Bid Closing / Technical Bid Opening date as follows:

i) Bid Closing Date & Time: 15th July 2024 (14.30 Hrs, IST)

ii) Technical Bid Opening Date & Time: 15th July 2024 (15.00 Hrs, IST)

The changes in the bid documents are given as Annexure-I to this page. Bidders are requested to take note of the same while preparing and submitting their offer. All other terms and conditions of the bid document remain unchanged.

### **ANNEXURE-I**

Modified Clauses based on Pre-Bid Conference on "ANNUAL RATE CONTRACT FOR SUPPLY & TRANSPORTATION OF MS /HSD DISPENSERS WITH 4 YEAR CAMC FOR AGCL RETAIL OUTLETS"

SL	Tender Clause No	<b>Existing Clauses</b>	Modified Clauses
No.			
1	Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 08, Pg No 48 Filter pre-metering unit	Filter pre-metering unit: Pre- meter filter of 70-80 micron for diesel & 30-40 micron for petrol.	The clause 8 of Technical specification of MS/HSD Dispenser of Appendix-B1 is modified as below-  Filter pre-metering unit: Pre- meter filter of 70-80 micron for diesel & 40-70 micron for petrol.
2	Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 9.3, Pg No 48 Accuracy	+15 ml to -15 ml for 5-liter measurement.  The DU's must be confirming all existing laws of latest rules of legal meteorological department, dully certified by the competent authorities, applicable at the FAT and SAT.	The clause 9.3 of Technical specification of MS/HSD Dispenser of Appendix-B1 is modified as below –  +15 ml to -15 ml for 5-liter measurement (To be Compliant to Statutory regulation)  The DU's must be confirming all existing laws of latest rules of legal meteorological department, dully certified by the competent authorities, applicable at the time of dispatch.
3	Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 15.4, Pg No 55 Back Up Time	Minimum back-up time shall be 15 minutes after power disruption to meet the power requirements of ERA and other related cards. This back up shall ensure ERA to process the functions such as data retrieval like ET readings and other audit trail functions. The above can be achieved either thru a battery backup or by providing super capacitor of reputed make (NEC or Equivalent). Vendor to specify the option between battery backup and Super capacitor	The clause 15.4 of Technical specification of MS/HSD Dispenser of Appendix-B1 is modified as below-  Minimum back-up time shall be 15 minutes after power disruption to meet the power requirements of display.  This back up shall ensure ERA to process the functions such as data retrieval like ET readings and other audit trail functions.  The above can be achieved either thru a battery backup or by providing super capacitor of reputed make (NEC or Equivalent). Vendor to specify the option between battery backup and Super capacitor

4	Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 16, Pg No 55 Totalizer	Only Electronic Totalizer - The dispensing unit will have a Non resettable & Tamper proof irreversible electronic totalizer. The display shall be in liters. The electronic totalizer can be read on key pad display by pressing suitable keys.  All Dispensing units shall be without EMT and necessary approvals of Legal metrology of indicating the same in their model approval shall be available. Only Electronic totalizers (ET) with LCD display are acceptable.  Adequate protections need to be provided in electronics against stalling of totalizer. In the event of stalling of totalizer by external means, such events will consider as tampering of DU. In the event of totalizer reading get stalled due to wrong design, such event will be considered as non-performance to the required standards, AGCL will have the right invoke PBGs and additionally claim damages from OEM for all the losses. OEMs will ensure to correct the design in all the DUs with in a months' time from date of notice from AGCL.	The clause 16 of Technical specification of MS/HSD Dispenser of Appendix-B1 is modified as below -  Only Electronic Totalizer - The dispensing unit will have a Non resettable & Tamper proof irreversible electronic totalizer. The display shall be in liters. The electronic totalizer can be read on key pad display by pressing suitable keys.  All Dispensing units shall be without EMT and necessary approvals of Legal metrology of indicating the same in their model approval shall be available.  Adequate protections need to be provided in electronics against stalling of totalizer. In the event of stalling of totalizer by external means, such events will consider as tampering of DU. In the event of totalizer reading get stalled due to wrong design, such event will be considered as non-performance to the required standards, AGCL will have the right invoke PBGs and additionally claim damages from OEM for all the losses. OEMs will ensure to correct the design in all the DUs with in a months' time from date of notice from AGCL.
5	Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 16.8, Pg No 56 Preset Facility	To enable customer to choose liter or rupee mode & also to select the required value, suitable dual-flow operated valves are provided to ensure cut-off at the exact point – through keypads or dedicated switches  Minimum preset volume = 1 Liter  Minimum preset Amount = Rs.30  (this will have dependency on rate) (in case of decimals, the amount is rounded to the nearest integer)	The clause 16.8 of Technical specification of MS/HSD Dispenser of Appendix-B1 is modified as below  To enable customer to choose liter or rupee mode & also to select the required value, suitable dual-flow operated valves are provided to ensure cut-off at the exact point – through keypads or dedicated switches  Minimum preset volume = 1 Liter  Minimum preset Amount = Rs.10 (this will have dependency on rate) (in case of decimals, the amount is rounded to the nearest integer)

6 Technical Communication Port shall remain The clause 23.5 of Technical specification Specification for protected when connected to FCC of MS/HSD Dispenser of Appendix-B1 is MS/HSD Dispenser, any make of FCC. If any local modified as below Appendix- B1, SN printers are installed at a later stage. then the communication to be 23.5, Pg No 60 Communication Port shall remain Pulser established through a RS 232/RS protected when connected to FCC (any 485 port and also these printers shall Communication make of FCC). If any local printers are to ERA work irrespective of automation installed at a later stage, then the system is in place or not. The communication to be established through a Printers should print receipts with a RS 232/RS 485 port and also these printers single button provided on the pump shall work irrespective of automation and there should be direct system is in place or not. The Printers should print receipts with buttons communication between pump controller and local printer through provided on the pump and there should be direct communication between pump Rs 232/RS 485. The communication should be directly between the controller and local printer through Rs pump controller board and the local 232/RS 485. The communication should be printer board, using RS232/RS485 directly between the pump controller board to ensure receipt printing whether and the local printer board, using there is automation or not. The DUs RS232/RS485 to ensure receipt printing working with Retail Automation whether there is automation or not. The System with FCC, the below data DUs working with Retail Automation System with FCC, the below data should should be available from DU on request from POS through a be available from DU on request from POS standard proprietary /Industry through a standard proprietary /Industry practiced protocol (Following are practiced protocol (Following are minimum read and Write minimum read and Write parameters required for the FCC Communication) parameters required for the FCC Communication) 7 General and Features & Technical Technical The clause 25.2 of Technical specification specification of Printer is given of MS/HSD Dispenser of Appendix-B1 is Specification for MS/HSD Dispenser, below: modified as below-Appendix- B1, SN 1. Working environment: Temp- 0-25.2, Pg No 63 50 c and Humidity 5-85% General and Features & Technical General and 2. Shall be Ultra-sized rack mounted specification of Printer is given below: Features & 3. Silent printing thru' direct 1. Working environment: Temp- 0-50 c **Technical** thermal printing method and Humidity 5-85% specification 4. High Speed – 50mm/Sec 2. Shall be Ultra-sized rack mounted/ of Printer 5. High Resolution – **Panel Mounted** 230dpi;8dots/mm 3. Silent printing thru' direct thermal 6. Easier paper loading with Auto printing method 4. High Speed – 50mm/Sec paper loading 7. Support text and graphic printing 5. High Resolution – 230dpi;8dots/mm 6. Easier paper loading with Auto paper 8. RS 485. 9. Easy maintenance with selfloading diagnostics 7. Support text and graphic printing 10. Saw tooth Cutter 8. RS 485. Make: Fujitsu, Seiko or equivalent 9. Easy maintenance with self-diagnostics 10. Saw tooth Cutter Make: Fujitsu, Seiko or equivalent TECHNICAL SPECIFICATIONS:

1 Printing: Direct Thermal Printing 2 Characters per line: 40 cpi 3 Character Size: 9x24dots, 12x24dots 4 Dimension: Shall be Compact in 1 Printing: Direct Thermal Printing 2 Characters per line: 32 cpi 3 Character Size: 9x24dots, 12x24dots 4 Dimension: Shall be Compact in 4 Dimension: Shall be Compact in 1 Printing: Direct Thermal Printing 3 Characters per line: 32 cpi 4 Dimension: Shall be Compact in 1 Printing: Direct Thermal Printing 4 Printing: Direct Thermal Printing 5 Characters per line: 40 cpi 1 Printing: Direct Thermal Printing 2 Characters per line: 40 cpi 3 Characters per line: 32 cpi 4 Dimension: Shall be Compact in	
3 Character Size: 9x24dots, 1 Printing: Direct Thermal Printing 2 Characters per line: 32 cpi 3 Character Size: 9x24dots, 12x24dots 3 Character Size: 9x24dots, 12x24dots	
12x24dots 2 Characters per line: 32 cpi 4 Dimension: Shall be Compact in 3 Character Size: 9x24dots, 12x24dots	
4 Dimension: Shall be Compact in 3 Character Size: 9x24dots, 12x24dots	
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
line with Std. Fujitsu models 4 Dimension: Shall be Compact in line	
5 Interface: Serial (Rs – 232 C, with Std. Fujitsu models	
9600bps) / RS 485 and Parallel 5 Interface: Serial (Rs – 232 C, 9600bps)	s) /
6 Print width: 2" (48 mm, 384 dots RS 485 and Parallel	
per line )- party to specify 6 Print width: 2" (48 mm, 384 dots pe	•
7 Printing Speed: 50mm/sec line) - party to specify	
8 Paper supplied: Thermal roll 7 Printing Speed: 50mm/sec	
paper 8 Paper supplied : Thermal roll paper	
9 Low/No paper sensor (Through 9 Low/No paper sensor (Through indices	ator
indicator LED)	aro1
10 Power: Shall work on 10 Power: Shall work on appropriate	
appropriate Voltage so as to print Voltage so as to print receipt of last	
receipt transaction on dispenser in the event of	•
of last transaction on dispenser in power failure.	
the event of power failure.    11. Low noise thermal printer.	
11. Low noise thermal printer. 12. Easier maintenance with self- diagrams.	ocic
diagnosis status/errors.	
13. LED Indication for 14. Printer enclosure to protect the	
communication status/errors. equipment from moisture/dust.	
14.Printer enclosure to protect the 15. Printer should deliver under Indian	
equipment from moisture/dust. ambient working conditions with regard	d to
15. Printer should deliver under dust/moisture.	
Indian ambient working conditions	
with regard to dust/moisture.	
8 Special Conditions Performance Security:- The Clause No 9 of Annexure-A of	
of Contract for PERFORMANCE BANK General Conditions of Contract of	
MS/HSD Dispenser, GUARANTEE (PBG) MS/HSD Dispenser is modified as below	W
Annexure- B Clause PERFORMANCE BANK	
No 14, Pg No 36 GUARANTEE: Performance Security:-	
(a) PBG for Supply Portion: PERFORMANCE BANK	
Successful Bidder has to submit GUARANTEE (PBG)	
Performance Bank Guarantee PERFORMANCE BANK GUARANT	EE:
(PBG) for the performance of the (a) PBG for Supply Portion: Successful	l
Bidders obligations. A single Bidder has to submit Performance Ban	k
Performance (PBG) will have to be Guarantee (PBG) for the performance	of
submitted by successful bidder for the Bidders obligations. A single	
10% of the total Basic Contract Performance (PBG) will have to be	
value valid for a period of 30 submitted by successful bidder for 5%	of
months from the date of dispatch the total Basic Contract value valid for	
(i.e. date of Lorry Receipt) of Last period of 30 months from the date of	-
Lot of Dispenser Units with dispatch (i.e. date of Lorry Receipt) of	Last
additional claim period of 06 Lot of Dispenser Units with additional	Lust
months. Lot of Dispenser Onts with additional claim period of 06 months.	
(b) PBG for Maintenance portion: (b) PBG for Maintenance portion:	
Successful Bidder will have to  Successful Bidder will have to	,
Successful Blader will have to Successful Blader will have to submit	ı

submit a fresh PBG for CAMC. The value of BG shall be 10% of total basic CAMC value for the Dispenser Units to Retail Engineering (O&M). at least 1 – 2 months prior to the date of expiry of previous 10% PBG. This PBG will be valid for total 4 years to cover the AMC period against the Annual Maintenance Contract. The performance Guarantee, as mentioned above, will be required to be submitted along with the acceptance of rate contract within 15-days of award of contract.

fresh PBG for CAMC. The value of BG shall be 5% of total basic CAMC value for the Dispenser Units to Retail Engineering (O&M). at least 1 – 2 months prior to the date of expiry of previous 5% PBG. This PBG will be valid for total 4 years to cover the AMC period against the Annual Maintenance Contract. The performance Guarantee, as mentioned above, will be required to be submitted along with the acceptance of rate contract within 15-days of award of contract.

9 General Conditions of Contract for MS/HSD Dispenser, Annexure- A, Clause No 30, Pg No 21

# **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 Successful Bidder'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 Bidder and make alternative arrangement at the discretion of AGCL in which case extra expenditure involved, will be recoverable from the Bidder and AGCL shall not be responsible towards such cancellation or any damage that may be incurred by the Bidder. The decision of AGCL shall be final and binding on the Bidder.

30.3 Alternatively, AGCL reserve the right to accept the materials beyond the delivery period, However the Bidder 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 Bidder for more than 15 Weeks from the scheduled date to

Refer clause 24.3 of Annexure B of Special Conditions of Contract where maximum LD is mentioned as 5%

The Clause No 30 of Annexure-A of General Conditions of Contract of MS/HSD Dispenser is modified as below

# **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 Successful Bidder'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 Bidder and make alternative arrangement at the discretion of AGCL in which case extra expenditure involved, will be recoverable from the Bidder and AGCL shall not be responsible towards such cancellation or any damage that may be incurred by the Bidder. The decision of AGCL shall be final and binding on the Bidder.

30.3 Alternatively, AGCL reserve the right to accept the materials beyond the delivery period, However the Bidder shall be liable to pay liquidated damages @ 0.5% per

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 30.2 to invoke the Performance Security without causing any notice to the Bidder to this effect. The amount of liquidated damage as stipulated above is a preestimated 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 / AGCL Retail out locations as mentioned in the Purchase order 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.

week or part thereof of the value of the goods in respect of which default in delivery takes place subject to a **maximum of 5%.** Should there be default on the part of the Bidder 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 30.2 to invoke the Performance Security without causing any notice to the Bidder 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 / AGCL Retail out locations as mentioned in the Purchase order 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.

### 10 Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 5, Pg No 34

## DELIVERY SCHEDULE AND TERRITORY-WISE DISTRIBUTION:

Based on the actual requirements, call-offs (POs) will be issued by Company from time to time on the vendor for supply of DU. The delivery period for the supply of DU's against the POs shall be 30 days from the date of PO. The period of 30 days shall be calculated from the date of receipt of PO. Vendor shall deliver the Dispensers to the at AGCL Duliajan stores. Minimum lot size per PO shall be 20 in numbers. AGCL will, in a best endeavour basis, try to club orders into clusters. AGCL will not keep any inventory in the warehouse. Accordingly, vendors shall quote the freight charges in the price bids.

The Clause No 5 of Annexure-B of Special Conditions of Contract of MS/HSD Dispenser is modified as below

## DELIVERY SCHEDULE AND TERRITORY-WISE DISTRIBUTION:

Based on the actual requirements, call-offs (POs) will be issued by Company from time to time on the vendor for supply of DU. The delivery period for the supply of DU's against the POs shall be 6 weeks/42 days from the date of PO. The period of 6 weeks/42 days shall be calculated from the date of receipt of PO. Vendor shall deliver the Dispensers to the at AGCL Duliajan stores. Minimum lot size per PO shall be 15 in numbers. AGCL will, in a best endeavour basis, try to club orders into clusters. AGCL will not keep any inventory in the warehouse. Accordingly,

The unloading of Dispenser units at vendors shall quote the freight charges in delivery locations shall be in the price bids. The unloading of Dispenser Bidder's scope. Delivery FOR units at delivery locations shall be in Duliajan Stores. Bidder's scope. Delivery FOR Duliajan Stores. **Special Conditions** 11 **Penalties against Maintenance** The Clause No 23 of Annexure-B of Special of Contract for Visits: Conditions of Contract of MS/HSD MS/HSD Dispenser, Dispenser is modified as below Schedule by AGCL and agreed by Annexure- B, Clause the vendor + or - one-week for No 23, Pg No 46 **Preventive Maintenance Visits – Penalties against Maintenance Visits:** Schedule by AGCL and agreed by the **During Warranty / CAMC Periods** vendor + or - one-week for Preventive Penalty will be charged for not Maintenance Visits – During Warranty / visiting the Retail outlet for **CAMC Periods** preventive maintenance during the warranty /CAMC period. Penalty Penalty will be charged for not visiting the will be @ Rs 500/- per nozzle per Retail outlet for preventive maintenance day and will be restricted to an during the warranty /CAMC period. amount of Rs 5000/- per RO for Penalty will be @ Rs 100/- per nozzle per day and will be restricted to an amount of lapse of each preventive visit. Applicable taxes on all penalty Rs 5000/- per RO for lapse of each amounts shall be to vendors' preventive visit. Applicable taxes on all account. penalty amounts shall be to vendors' account. **Breakdown Maintenance Visits -**During Warranty / CAMC Periods Breakdown Maintenance Visits - During For any Dual DU irrespective of Warranty / CAMC Periods number of nozzles, the penalty For any Dual DU irrespective of number of (which is @ Rs 1000/- per nozzle nozzles, the penalty (which is @ Rs 500/per day) will be restricted to an per nozzle per day) will be restricted to an amount of Rs 40000/- for the amount of Rs 40000/- for the complete complete Dual DU, being non-DU, being non-operational for a period operational for a period upto 120 upto 120 days. However, beyond the days. However, beyond the period period of 120 days the applicable penalty of 120 days the applicable penalty will be limited to the basic price of the will be limited to the basic price of Dual DU. the Dual DU. The absence of authorized representative The absence of authorized for Supervision of commissioning shall also attract penalty. The intimation regarding representative for Supervision of commissioning shall also attract proposed date of commissioning of the DU penalty. The intimation regarding to the authorized service provider shall be proposed date of commissioning of given by respective Divisional office two the DU to the authorized service (02) weeks in advance. The penal realization shall be @ Rs.100 per nozzle provider shall be given by

per day. Applicable taxes on all penalty

amounts shall be to vendors' account.

respective Divisional office two (02)

weeks in advance. The penal

		realization shall be @ Rs.100 per	
		nozzle per day. Applicable taxes on	
		all penalty amounts shall be to	
		vendors' account.	
12	General Conditions	6.6 SAMPLES (When specifically	Clause Stands deleted
	of Contract for	called for in the tender):	
	MS/HSD Dispenser,		
	Annexure- A, Clause	6.6.1 Bidder shall submit Samples	
	No 6.6, Pg No 13	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.	
13	Special Conditions	15. WARRANTY:	The Clause No 15.3 of Annexure-B of
	of Contract for	3. Vendor has to extend necessary	Special Conditions of Contract of MS/HSD
	MS/HSD Dispenser,	supervisory assistance during	Dispenser is modified as below
	Annexure- B, Clause	commissioning and during stamping	Dispenser is mounted as selow
	No 15.3, Pg No 36	by Legal Metrology at no extra cost.	15. WARRANTY:
		1. During the warranty period and	3. Vendor has to extend necessary
		after commissioning of DU,	supervisory assistance during
		preventive maintenance visits shall	commissioning and during stamping by
		be undertaken by the vendor's	Legal Metrology at no extra cost.
		service personnel. These preventive	1. During the warranty period and after
		maintenance visits shall be	commissioning of DU, preventive
		scheduled @ 1 visit in a block of 2	maintenance visits shall be undertaken by
		months (i.e. Block of Jan-Feb, Mar-	the vendor's service personnel. These
		Apr and so on). The gap between	preventive maintenance visits shall be
			Г

scheduled @ 1 visit in a block of 3 months 2 preventive maintenance visits shall be minimum 30 days. (i.e. Block of Jan-Feb-Mar, Apr-May-June 2. There is no requirement of and so on...). The gap between 2 compulsory PM visits during preventive maintenance visits shall be warranty period, however vendor minimum **45 days**. The check list will be as has to ensure that during this per mutual agreed format. period at least one visit is made in 2. In addition, breakdown maintenance every 6 months to verify the visits shall be undertaken by the vendor's healthiness of the dispensing unit service personnel during warranty period. installed at retail outlets. The check Time period for attending to breakdown list will be as per mutual agreed complaints: format. · Within 48 hrs from the time of the 3. In addition, breakdown complaint. 3. The Service report for completion of maintenance visits shall be undertaken by the vendor's service work for preventive and breakdown personnel during warranty period. maintenance has to be signed by the Dealer / COCO Time period for attending to breakdown complaints: Manager and AGCL Officer. · Within 48 hrs from the time of the 4. RO Dealer shall provide utilities viz. electricity, water, compressed air, etc for complaint. 4. The Service report for completion and during the maintenance of DUs. of work for preventive and 5. Any Penalty levied, as per provision of breakdown maintenance has general or specific conditions of tender or to be signed by the Dealer / COCO agreement will be recovered along with Manager and AGCL Officer. applicable taxes. 5. RO Dealer shall provide utilities viz. electricity, water, compressed air, etc for and during the maintenance of DUs. 6. Any Penalty levied, as per provision of general or specific conditions of tender or agreement will be recovered along with applicable taxes. 14 **General Conditions 6.8 VARIATION IN QUANTITY AFTER** The Clause No 6.8 of Annexure-A of of Contract for **INVITATION OF TENDER:** In case of General Conditions of Contract of MS/HSD MS/HSD Dispenser, supply tenders, the tender can have Dispenser is modified as below Annexure- A, Clause a provision for variation of quantity **6.8 VARIATION IN QUANTITY AFTER** No 6.8, Pg No 13 at the time of placement of order up to +/- 20%. The bids, however, **INVITATION OF TENDER**: In case of supply shall be evaluated based on the tenders, the tender can have a provision tendered quantity to decide the for variation of quantity at the time of inter se ranking of the bidder. placement of order up to +/- 10%. The bids, however, shall be evaluated based on the tendered quantity to decide the inter se ranking of the bidder.

15 General Conditions of Contract for MS/HSD Dispenser, Annexure- A, Clause No 8.0, Pg No 14

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

- 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:

If a Bidder withdraws his Bid during the 'Period of Bid Validity'

The Clause No 8 of Annexure-A of General Conditions of Contract of MS/HSD Dispenser is modified as below

**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

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 or Bank Guarantee. (In the portal the bidder has to select the option "submitting EMD through BG" and upload the soft copy of the original BG in favour of Assam Gas Company Ltd., Duliajan, and send the original hard copy to Officer O&M, Department Retail Business, Assam Gas Company Ltd Duliajan 786602 District Dibrugarh Assam).

- 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

		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'.	the last date of supply of material and submission of PBG. f) The 'Bid Security' may be forfeited: If a Bidder withdraws his Bid during the 'Period of Bid Validity' 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'.
16	General Conditions of Contract for MS/HSD Dispenser, Annexure- A, Clause No 9.2, Pg No 15	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).	The Clause No 9.2 of Annexure-A of General Conditions of Contract of MS/HSD Dispenser is modified as below  9.2 The amount of Performance Security and the date of expiry of the Performance Security shall be as indicated in the Purchase Order. The amount of Performance Security in case of Procurement of Goods shall be 5 % of order value (unless specified otherwise).
17	Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 16.2.29, Pg No 41	16.2.29 Vendor to undertake that due to usage / malfunctioning of such Dispensing Unit, if any litigation / prosecution is initiated against <b>Purchaser or its Dealer</b> ; or Assam Gas including its Chairman, Directors, Employees, Officers etc. incurs any loss, damages, expenses, cost, charges etc., Supplier at all times shall indemnify and keep Assam Gas Company Ltd indemnified therefore at all times whatsoever. Indemnification will be limited to the extent of the PO value.	The Clause No 16.2.29 of Annexure-B of Special Conditions of Contract of MS/HSD Dispenser is modified as below  16.2.29 Vendor to undertake that due to usage / malfunctioning of such Dispensing Unit, if any litigation / prosecution is initiated against Purchaser; or Assam Gas including its Chairman, Directors, Employees, Officers etc. incurs any loss, damages, expenses, cost, charges etc., Supplier at all times shall indemnify and keep Assam Gas Company Ltd indemnified therefore at all times whatsoever. Indemnification will be limited to the extent of the PO value.
18	Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 11, Pg No 35	11. Stage-wise inspection will be carried out by TPIA as per approved scope of inspection for 1 Dispenser per lot of 10 per type will be carried out by TPIA as per approved scope of inspection or 5% of the lot size	The Clause No 11 of Annexure-B of Special Conditions of Contract of MS/HSD Dispenser is modified as below  11. Final Stage inspection will be carried out by TPIA as per approved scope of

		whichever is higher as stated in the technical specification.	inspection for 1 Dispenser per lot of 10 per type will be carried out by TPIA as per approved scope of inspection or 5% of the lot size whichever is higher as stated in the technical specification.
19	Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 24.3, Pg No 47	24.3 Alternatively, AGCL reserve the right to accept the materials beyond the delivery period, However the Bidder 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 5%. Should there be default on the part of the Bidder 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 30.2 to invoke the Performance Security without causing any notice to the Bidder 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.	The Clause No 24.3 of Annexure-B of Special Conditions of Contract of MS/HSD Dispenser is modified as below  24.3 Alternatively, AGCL reserve the right to accept the materials beyond the delivery period, However the Bidder 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 5%. Should there be default on the part of the Bidder 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 to the provisions under Clause 30.2 of GCC.  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.
20	Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 25.4, Pg No 64 Local printing on DU printer with command from FCC/EQUIVALENT	DU should enable local receipt printing on demand. Each print out should contain the transaction ID of the sale transaction. Facility to input and print the vehicle number shall also be provided through DU Alphanumeric keypad and LC Display. The default vehicle no. If not entered, should read "Not Entered". DU should, by default enable local receipt printing. Option should be available on auto as well as manual mode.	The clause 25.4 of Technical specification of MS/HSD Dispenser of Appendix-B1 is modified as below DU should enable local receipt printing on demand. Each print out should contain the transaction ID of the sale transaction. Facility to input and print the vehicle number shall also be provided through DU Alphanumeric keypad and LC Display. The default vehicle no. If not entered, should read "Not Entered". DU should, by default enable local receipt printing. Option should be available on auto as well as manual mode.

It is clarified that selectable option It is clarified that selectable option will allow direct printing from the Forecourt will allow direct printing from the Controller (FCC). In case, the Forecourt Forecourt Controller (FCC). In case, Controller stops communicating, the the Forecourt Controller stops printer will take command from the DU to communicating, the printer will take command from the DU to enable enable local printing. local printing. Facility to input and broadcast the last numeric part (4 digits or less) of vehicle Facility to input and broadcast the number in the DU shall be provided. New last numeric part (4 digits or less) of protocol command set /logic for the same vehicle number in the DU shall be shall be furnished by the DU vendor. provided. New protocol command Changes, if any, at automation end would set /logic for the same shall be be carried out to allow polling by the FCC furnished by the DU vendor. / POS computer. Additionally, as an option Changes, if any, at automation end if AGCL desires it should be possible to would be carried out to allow polling disable & disconnect local printing and by the FCC / POS computer. connect the printer communication port Additionally, as an option if AGCL directly to the FCC. In this case the print desires it should be possible to command to the DU Printer will be directly disable & disconnect local printing form the FCC & the DU Mother board and connect the printer will not be by passed. The Print out will communication port directly to the be with the POS transaction ID. The FCC FCC. In this case the print command will be integrated to the printer protocols. to the DU Printer will be directly form The Printer Driver Protocols & the FCC & the DU Mother board will Communication port details shall be shared **be totally by passed**. The Print out by the DU Vendor along with the DU will be with the POS transaction ID. protocols. The FCC will be integrated to the printer protocols. The Printer Driver In case the automation system is not **Protocols & Communication port** operative, printer shall continue to work details shall be shared by the DU independently and generate printout Vendor along with the DU protocols. without the transaction ID issued by FCC. DU should be able to capture electronic In case the automation system is not totalizer reading as soon as DU goes out of operative, printer shall continue to automation system and switches over to work independently and generate manual mode with the password provision. printout without the transaction ID DU should also be able to capture issued by FCC. DU should be able to electronic totalizer reading as soon as DU capture electronic totalizer reading comes back in automation system from as soon as DU goes out of manual mode operation. automation system and switches over to manual mode with the password provision. DU should also be able to capture electronic totalizer reading as soon as DU comes back in automation system from manual mode operation. 21 The clause 47 of Technical specification of Technical Pump Motor should not switch on Specification for MS/HSD Dispenser of Appendix-B1 is before completion of segment MS/HSD Dispenser, check sequence. Pump Motor to modified as below

Appendix- B1, SN 47, Pg No 70 ERA Handling of Motor switch off if no fuel is dispensed for duration up to 15 seconds for SD & HD (maximum). The period of time out shall be configurable downwards in stages of 5 seconds. Default setting will be 15 seconds. Log trail of this time out with timestamp should be available for the last 50 such events. The period of such time out shall be configurable at site through programmable keypad commands under a level of password protection. Repeated occurrence of such Time Out's to log an error, that is recorded such errors site shall be logged to pump error log memory. Last 20 errors shall be recallable on keypad display or printed as audit trail

Pump Motor should not switch on before completion of segment check sequence. Pump Motor to switch off if no fuel is dispensed for duration up to 15 seconds for SD & HD (maximum). The period of time out shall be configurable downwards in stages of 5 seconds. Default setting will be 45 seconds. Log trail of this time out with timestamp should be available for the last 50 such events. The period of such time out shall be configurable at site through programmable keypad commands under a level of password protection. Repeated occurrence of such Time Out's to log an error, that is recorded such errors site shall be logged to pump error log memory. Last 20 errors shall be recallable on keypad display or printed as audit trail

22 Techr Speci

Technical
Specification for
MS/HSD Dispenser,
Appendix- B1, SN
33, Pg No 66
Electricals

Appropriate provision for Earthing shall be provided within the dispenser, with provision to connect to the site earth pit. All key elements like Pulser, Motor, ERA, body including every gasketed element like the ERA doors etc shall be specifically wired / linked to the main earthing point on the DU.

The DU earthing scheme shall be submitted separately along with the QAP. Motor Power supply in-comer shall be through a 2 pole MCB of suitable rating (recommended minimum 10 A, 250 V). Relay (SSR) driven switching desired for Motor. In addition to the MCB, a RCCB of suitable capacity shall be provided within the DU at each power incomer.

In addition ELCB and earthing relay for ensuring protection against earthing fault & ensuring continuous earthing shall be provided.

The clause 33 of Technical specification of MS/HSD Dispenser of Appendix-B1 is modified as below

Appropriate provision for Earthing shall be provided within the dispenser, with provision to connect to the site earth pit. All key elements like Pulser, Motor, ERA, body including every gasketed element like the ERA doors etc shall be specifically wired / linked to the main earthing point on the DU.

The DU earthing scheme shall be submitted separately along with the QAP. Motor Power supply in-comer shall be through a 2 pole MCB of suitable rating (recommended minimum 10 A, 250 V). Relay (SSR) driven switching desired for Motor. In addition to the MCB, a RCCB of suitable capacity shall be provided at control panel.

In addition ELCB and earthing relay for ensuring protection against earthing fault & ensuring continuous earthing shall be provided.

		N + 1400/5005 + 111	N MOD/DOCT   111
		Note: MCB/ RCCB shall be mandatory for local safety on dispensers and enhance the life of electrical & electronic components. This also helps in increasing the uptime for dispenser operation.	Note: MCB/ RCCB shall be mandatory for local safety on dispensers and enhance the life of electrical & electronic components. This also helps in increasing the uptime for dispenser operation.
23	Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 16.2.19, Pg No 40	16.2.19 In case of damage due to voltage fluctuation, the vendor on first instance shall undertake the repairs and advise AGCL for remedial action. Any subsequent damage due to above shall be on AGCL account in case AGCL does not take the remedial action.	Clause stands deleted
24	Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 25.1, Pg No 62 General Features	Pumps should be fitted with Thermal Printer/s which shall be equivalent to the POS Printer of the Automation system. Min Two printers to be provided for each DU and Printers shall be able to print the output on selection of nozzle/ fueling side being operated with selected Nozzle no. to get printed in print output. For MPDs printers be in front face / side face of the dispensing unit. Printers shall be able to take in the input from any of the transactions delivered through any of the nozzle on corresponding fueling side by appropriate selection of Keypad commands from any of the preset pads. The RS 232/RS485 com port of the DU shall enable communication with printers. The printers is to be provided at 1.2m above Ground level. The duplicate copy (Second Copy) should indicate "Duplicate Copy" printed at TOP. The print output format shall include but not limited to the following: Name of the outlet & address, Tel.nos, Date/Time of transaction, CST no/GST No/VAT nos, Vehicle no (Alpha numerical), Product name,	The clause 25.1 of Technical specification of MS/HSD Dispenser of Appendix-B1 is modified as below  Pumps should be fitted with Thermal Printer/s which shall be equivalent to the POS Printer of the Automation system. Min Two printers to be provided for each DU and Printers shall be able to print the output on selection of nozzle/ fueling side being operated with selected Nozzle no. to get printed in print output. For MPDs printers be in front face / side face of the dispensing unit. Printers shall be able to take in the input from any of the transactions delivered through any of the nozzle on corresponding fueling side by appropriate selection of Keypad commands from any of the preset pads. The RS 232/RS485 com port of the DU shall enable communication with printers. The printers is to be provided at 1.2m above Ground level.  The duplicate copy (Second Copy) should indicate "Duplicate Copy" printed at TOP. The print output format shall include but not limited to the following:  Name of the outlet & address, Tel.nos, Date/Time of transaction, CST no/GST No/VAT nos, Vehicle no (Alpha numerical), Product name, unit Rate, no. of Lts, total amt. etc & Thank you Come/Visit Again.

		unit Rate, no. of Lts, total amt. etc & Thank you Come/Visit Again. AGCL shall provide its logo in B&W to the successful bidder Printer should be able to print additional information in the receipt for density, pump/ nozzle no. & attendant identification from automation system as and when required. Presently this information shall not be printed in case of non – automated RO. DU should have programmable facility to customize RO/ DU wise printing details out of above. Any item can be deleted/added as per requirement.	AGCL shall provide its logo in B&W to the successful bidder Printer should be able to print additional information in the receipt for density, pump/ nozzle no. & attendant identification from automation system as and when required. Presently this information shall not be printed in case of non—automated RO.
25	Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 18.a, Pg No 43	INSPECTION a) 100% dispensers shall be offered for inspection to 3rd Party Inspection Agency (TPIA) appointed by successful bidder, from the approved TPIA list of AGCL.	INSPECTION a) Scope of inspection for 1 Dispenser per lot of 10 per type will be carried out by TPIA as per approved scope of inspection or 5% of the lot size whichever is higher