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**ASSAM  
GAS COMPANY LTD**


(A GOVT. OF ASSAM UNDERTAKING)  
CIN : U11101AS1962SGC001184  
GSTIN : 18AABCA6977C1ZM

**ASSAM GAS COMPANY LIMITED**

**NOTICE INVITING TENDER (NIT)**

1. Assam Gas Company Limited (AGCL) invites e-bids from competent and experienced bidders for development of a new retail outlet at Naharkatia.

Description	E-tender document No C&P/RB/2025-26/01 dtd: 27.01.2025 Tender ID No: 2025_ICD_42376_1	
Title	Tender for Development of a New Retail Outlet at Naharkatia	
Pre-Bid Meeting Date	11-Feb-2025 11:00 AM	
Pre-Bid Meeting Venue	Assam Gas Company Ltd., 6th Floor, Central Mall, Christian Basti, G.S. Road, Guwahati: 781006	
Details	Tender Publishing Date:	31-Jan-2025 03:30 PM
	Document Download/ Sale Start Date:	31-Jan-2025 04:00 PM
	Document Download/ Sale End Date:	18-Feb-2025 04:00 PM
	Seek clarification Start Date:	31-Jan-2025 04:00 PM
	Seek clarification End Date:	17-Feb-2025 02:00 PM
	Bid submission start Date:	01-Feb-2025 09:00 AM
	Bid submission End Date:	18-Feb-2025 04:00 PM
	Bid Opening Date	19-Feb-2025 09:00 AM

  
Sr. Manager (C&P)-HoD  
**For MANAGING DIRECTOR**

**Sr. Manager (C&P) HoD  
Assam Gas Company Ltd.  
Duliajan**





**ASSAM  
GAS COMPANY LTD**  
A GOVERNMENT OF ASSAM UNDERTAKING

**TENDER DOCUMENT FOR DEVELOPMENT OF A NEW  
RETAIL OUTLET AT NAHARKATIA**

(Bid to be submitted in e-mode only)

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

**TENDER/IFB NO.:** C&P/RB/2025-26/01 dtd: 27.01.2025

**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.

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Assam Gas Company Limited, Duliajan

Dist.:Dibrugarh

Pin- 786602(Assam)

Email- [agcmat@agclgas.com](mailto:agcmat@agclgas.com)

## Annexure-1

### INVITATION FOR e-BID

ASSAM GAS COMPANY LIMITED invites electronic bids through its website <https://assamtenders.gov.in> under Two Bid System with Reverse Auction for the work as detailed below from **indigenous** bidders fulfilling the qualifying requirements as stated hereunder.

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://assamtenders.gov.in/>. The tender shall be submitted online in soft copy on our e-tendering portal. Tenderers must also note that before the bid is uploaded, the bid comprising all attached documents should be digitally signed using digital signatures.

Any Addendum/Corrigendum /sale date extension in respect of above tender shall be issued on our website: <https://assamtenders.gov.in/> only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep them updated.

<b>1.</b>	<b>TENDER NUMBER</b>	C&P/RB/2025-26/01 DATED 27.01.2025
<b>2.</b>	<b>e-TENDER ID</b>	As mentioned in Assam Tender Portal
<b>3.</b>	<b>NAME OFWORK</b>	DEVELOPMENT OF NEW RETAIL OUTLET AT NAHARKATIA, DISTRICT: DIBRUGARH, ASSAM
<b>4.</b>	<b>LOCATIONOFWORK</b>	Naharkatia, Dist: Dibrugarh, Assam Pincode:786610
<b>5.a</b>	<b>ESTIMATED VALUEOFWORK</b>	Rs. 2,78,53,867.00 (Excluding GST) Rs.3,28,67,563.00 (with GST@18%)
<b>5.b</b>	<b>CONTRATCORS REQUIRED</b>	<b>01 (One)</b> The subject job is non-divisible in nature.

6.	<b>TENDER FEE</b>	<p><b>Nil</b></p> <p>Bidders are required to download the tender documents free of cost from AGCL e-tender website(<a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a>)</p>
7.a	<b>EARNESTMONEY DEPOSIT(EMD)</b>	<p><b>Quantum: Rs.5,57,000.00/- only.</b></p> <p>EMD should be deposited as detailed below:</p> <p>EMD to be submitted through online payment at AGCL e-tender portal along with the offer. EMD payment through Demand Draft, Bankers Cheque and Swift Transfer shall not be accepted.</p> <p>For detail about process of payment of online EMD, bidders shall refer "Special Instructions to the Bidders (SITB)" and "FAQs-Online EMD Facility in AGCL e-Tendering" documents attached separately along with the tender.</p> <p><b>In case bidder does not submit EMD as mentioned above, then the bid shall be liable for rejection.</b></p> <p><b>Exemption from submission of EMD:</b></p> <p>EMD is not required in the following cases:</p> <ul style="list-style-type: none"> <li>(i) Government organization &amp; Public Sector Undertaking of the Central / State Government</li> <li>(ii) JV/subsidiary companies of AGCL</li> <li>(iii) Startups</li> <li>(iv) MSE Units (<b><i>Service Providers only who are capable of rendering the tendered services by themselves</i></b>) who are already registered with appropriate authority shall be exempted from EMD payment provided they are registered for the tendered category and subject to submission of valid MSE registration certificate.</li> </ul> <p>A copy of the EMD instrument or exemption certificate in case of</p> <p>exempted categories shall be uploaded along with clear scanned copies of relevant documents to substantiate the claim towards their credentials along with the tender documents.</p> <p>Tenderers not paying EMD or not uploading valid exemption</p>

certificate on or before tender submission date and time, will be liable to be rejected.

In cases where the rejection on account of non-submission of EMD is resulting in 2 or less offers; bidder(s) who have not submitted EMD, shall be given only one chance to submit EMD in physical /online form within a given deadline.

**Forfeiture of EMD:**

Earnest Money if applicable shall be forfeited in the following circumstances:

(i) In case the bidder tampers the tender document, alters/modifies / withdraws the bid suo-moto after opening the bids (Technical bids in case of two bid system) within the validity period.

(ii) In case the bidder submits false/fraudulent/fake/forged documents.

(iii) In case the tender is accepted, and the contractor fails to deposit the ISD/SD or to execute the contract.

(iv) In case of failure of the bidder to get the documents verified as per the specified time schedule in the tender (Where verification is done through the Original Document Verification process). In (i) and

(ii) above the tender submitted by the bidder shall be rejected. In all the above cases suitable action may be taken which may include EMD forfeiture and / or holiday listing action as per the discretion of AGCL. Earnest Money Deposit forfeited for all such bids shall not be by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the OWNER towards bidding process and in the scrutiny and evaluation of bids.

		<p><b>Release of EMD:</b></p> <p>The following shall form part of the tender documents. In case of other than GeM procurement:</p> <ul style="list-style-type: none"> <li>i) EMD of bidders disqualified during techno-commercial bid evaluation shall be released within 30 days of approval of price bid opening.</li> <li>ii) EMD of bidders qualified in the techno-commercial bid but unsuccessful in the price bid stage shall be released within 30 days of issuance of order/ LoA.</li> <li>iii) EMD of the successful bidder shall be released after receipt of an acceptable SD (if applicable) or on order acceptance, wherever SD is not applicable.</li> <li>iv) Wherever SD is not applicable, EMD of the successful bidder shall be returned after complete execution of the order.</li> <li>v) In case bidder has been holiday-listed before award of work.</li> </ul>
<p><b>7.b</b></p>	<p><b>PERFORMANCE BANK GUARANTEE (PBG)</b></p>	<p>Successful bidder shall have to submit PBG within 10 days after issuance of Letter of Acceptance. Security deposit shall be 5% of total contract value excluding GST.</p> <p><b>Initial SD:</b> Out of total security deposit, 2.5% shall be paid by electronic mode of payments like:</p> <ul style="list-style-type: none"> <li>(i) By online mode(IMPS/NEFT/RTGS/E-PayOne).</li> <li>(ii) By Bank Guarantee(s) in the prescribed form not less than Rs.1Lakh. This Bank Guarantee shall be valid up to a period of 3 (three) months beyond the end of the defect liability period.</li> </ul> <p>Immediately on acceptance of LOI / LOA and the balance 2.5% of the security deposit shall be recovered from the R/A bill @ 10% of the value of bill till the total amount of the security deposit is</p>

		<p>recovered.</p> <p>Entire PBG amount may be paid by the above Pay mode. The security deposit will be released after 15 months from the date of successful completion of work provided no defects are noticed in the work during this period. No interest will be allowed on security deposit.</p> <p>AGCL Banking Details–</p> <p>BANK NAME: STATEBANKOFINDIA  ACCOUNT NAME: ASSAM GAS COMPANY LIMITED  Account No.: 10494832011  IFSC Code: SBIN0002053  MICRCode:786002302</p>
<b>8.</b>	<b>TENDERDOWNLOADPERIODFROME-Tender PORTAL:</b>	
	<b>a)STARTS ON</b>	As per e-tender portal
	<b>b)ENDSON</b>	As per e-tender portal
<b>9.</b>	<b>PRE-BIDMEETING</b>	<p>As per e-tender portal at the following address:  Assam Gas Company Ltd., 6th Floor, Central Mall, Christian Basti,  G.S. Road, Guwahati-781006.</p> <p>Date: 11.02.2025, 11 am onwards</p> <p>Bidders may visit the construction site to have the complete idea/information pertaining to the entire scope of works before the Pre-Bid meeting. Bidders need to provide the list of clarifications required, if any, along with Para/clause no. of the tender document, before the pre-bid meeting. Tenderers may also note that after the clarifications are given against the points raised before Pre Bid Meeting, no further</p>

		Deviation shall be permitted and such clarifications shall be binding on all bidders.
<b>10.</b>	<b>SUBMISSION OF TENDER IN E-Tender PORTAL:</b>	
	<b>a)STARTS ON</b>	As per e-tender portal
	<b>b)ENDS ON</b>	As per e-tender portal
<b>11.</b>	Opening of Tender	As per e-tender portal
	<b>AGCL reserves the right to revise/extend any Date/time from scheduled timelines of published tender.</b>	
<b>12.</b>	<b>BID VALIDITY</b>	<p><b>Offer shall be valid for 180 Days</b> from date of opening of techno-commercial bid which can be reduced or increased depending upon the needs of the circumstances.</p> <p>On account of exigencies, if bidders are advised to extend their validity, the same should be without any deviation and without any change in the prices. However, the bidders would be allowed to withdraw the bid in case they do not wish to extend the validity. But, if a bidder deviates or changes price, its offer shall be rejected.</p>
13.	MOBILIZATION PERIOD	10 days from the date of intimation via email/Commencement Order whichever is earlier.
<b>13.</b>	<b>WORK COMPLETION TIME</b>	210 Days from the 10 <sup>th</sup> day of issue of commencement order or, date of site handing over whichever is earlier
<b>14.</b>	<b>ESCALATION CLAUSE/DE-ESCALATION CLAUSE</b>	Escalation/De-Escalation Clause is not applicable.



15.	<b>MODE OF TENDER SUBMISSION</b>	You may please note that this is an e-Tender and can only be downloaded and submitted in the manner specified in 'Special
		Instructions to bidders for participating in e-tender' attached separately in this tender.
16.	<b>CONTACT PERSON (Tender related queries)</b>	Name: Paramesh Prasad Dutta Designation: Senior Manager (Retail Business), Contact No: 9854199407 EmailID: paramesh.dutta@agclgas.com
17.	<b>CONTACT PERSON (Site related queries)</b>	Name: Rupam Krishna Borbora Designation: Assistant Manager (Retail Business), Contact No: 8638769317 Email ID: <a href="mailto:rupam.borbora@agclgas.com">rupam.borbora@agclgas.com</a>
18.	<b>Pre-Qualification Criteria:</b> (Since this is a works contract, no relaxation in terms of PQC (similar work criteria and turnover criteria) will be given to MSE & Start-Ups.)	
(a)	Office Location	The bidders should have an office in any of the following <b>district of Assam: Dibrugarh/Tinsukia/Sibsagar.</b>

(b)	Similar Work PQC	<p>The bidder must have experience of successfully executing similar jobs in <b>Oil &amp; Gas sector</b> in the last 7 years reckoned from the date of issue of this tender. Work completed by the bidder, as main contractor, or as sub-contractor, during last seven years ending last day of month previous to the original date of bid submission. The value of completed work for evaluation shall be considered as under:</p> <p><b>(i)</b> Three similar completed works each costing not less than the amount equal to 20% of the estimated cost i.e. <b>Rs. 55,70,773.00</b></p> <p><b>OR</b></p> <p><b>(ii)</b> Two similar completed works each costing not less than the amount equal to 30% of the estimated cost i.e., <b>Rs. 83,56,160.00</b></p> <p><b>OR</b></p>
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(iii) One similar completed work costing not less than the amount equal to 50% of the estimated cost i.e. **Rs. 1,39,26,934.00**

**Definition of Similar Work:**

**Similar works means Experience in successful completion of construction of any or a combination of Buildings/ Roads/ Driveway/ Boundary Wall/ Steel Structure/ Retaining wall/ Petroleum Retail outlets/ CNG stations shall only be considered as similar work.**

1. The Work Order should contain the above similar work items and for qualification purpose, the entire executed value of WO (which may contain any other item) shall be considered.

2. Whenever a contractor had worked as a sub-contractor to main contractor, their experience also can be considered. With regard to sub-contracted work order, the bidder has to submit a certificate from the end user / owner / consultant of the owner acting as EIC stating that the main contractor has intimated them about the engagement of sub-contracting OR have been allowed/permitted as a subcontractor. In case when an approved sub-contractor and main contractor both participate in the same tender on the strength of the same work/ job, orders submitted by both the vendors shall be considered for evaluation against PQC.

Apart from copy of purchase/work order with schedule of rates/scope of work from the main contractor, the bidder who has worked as a sub-contractor has to submit certificate of completion of work from the end user/ owner/ consultant of the owner acting as EIC.

3. In case the work orders submitted by the bidder is in multiple currency/ non-INR, the same shall be converted to equivalent INR considering the conversion rate as on the date of issue of the reference order(s) based on SBITT selling rate or RBI/Other

Scheduled bank/Customs Notified exchange rate. The above conversion rates shall be used uniformly for evaluation of all bidders participating in the tender.

4. In case, the executed value of job is more than work order value and bidder claims for meeting the PQC requirement on the basis of executed value then it is the responsibility of the bidder to submit the documentary evidence of final executed value (such as executed value mentioned in completion certificate etc.) along with his bid.

5. The executed value of only completed works submitted by the bidder shall be considered during evaluation for experience criteria of PQC.

6. In case where the bidder cites the reasons of Non Disclosure Agreement (NDA) for its inability to submit necessary documents in support of meeting the experience criteria & turnover criteria, a certificate, in original, certifying all the required information, issued by CEO/CFO (howsoever designated) of the entity along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA with an endorsement by Chartered Accountant/ Statutory Auditor/ Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company/firm) may be accepted.

7. Wherever Chartered Accountant/ Statutory Auditor/ Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company/ firm) is not in a position to endorse such CEO/ CFO's (howsoever designated) certificate due to local regulations, CEO/ CFO's (howsoever designated) certificate in original without endorsement may be accepted provided a reference of the local regulation restricting this endorsement is given in the CEO/ CFO (Howsoever designated) certificate.

8. In case any bidder submits work order and completion certificate of any completed contract where the bidder had worked as a leader/member of Joint Venture / Consortium / Joint Bidder, the work value shall be worked out as per the percentage share of the bidder in the JV/ Consortium/ Joint bidding agreement. Further in case the bidder had executed only a certain portion of the composite job through such agreement, his experience shall be counted for that particular portion of the job executed by him only, as specified in the JV/ consortium/ joint bidder agreement. For such cases, in addition to work order and completion certificate(s), bidder will also submit copy of JV/ consortium/ joint bidder agreement and work order & completion certificate(s) has to be issued in the name of such JV /consortium / Joint bidder OR in the name of the Leader with brief details of JV/consortium/ joint bidder specified in the work order.

9. If bidder has submitted a composite work order for evaluation and the AMC/CAMC/PWAMC/O&M is going on, after supply and installation part is completed by the Contractor as per completion certificate, the same is to be considered as completed work and the amount towards supply and installation shall be considered for qualifying the bidder in PQC towards experience criteria.

10. Rate Contracts shall not be accepted against Similar Work Criteria, however individual POs issued under Rate Contracts will be considered.

**Documents to be submitted against Similar Work PQC:**

For fulfilling the experience criteria against work order(s) following documents may be considered as valid proof for meeting the criteria:

a)Purchase/ Work Order copy with Schedule of Rates/ Scope of Works



		<p>And</p> <p>b) Completion certificate by end client with executed value, date of completion of the job and reference work order number.</p> <p>(i) In case of work order from Government Bodies/PSUs- Copies of Contract Document along with either completion certificates or duly certified copy of bill/invoice. Copy of contract document may not be insisted if completion certificate/ bill/ invoice copy specifies details otherwise required like date of PO/ contract agreement, contract value, execution value, date of completion and other requirements if any.</p> <p>(ii) In case of Work Orders from Private Parties- Certificate from CA certifying value of work done with TDS certificates (where applicable)/ bank statement shall be required in addition to that specified in <b>(i)TDS certificates / Bank statements</b> shall be used as corroborative evidence only. However, AGCL has an obligation to maintain confidentiality of data which it possesses and use such documents for the purpose of tender only.</p>
(b)	Turnover Criteria	<p>The average annual turnover of the bidder during any of the preceding three (3) financial year (FY 2021-22OR FY 2022-23 OR FY 2023-24) should be at least 60% of the annualized estimated value of the work with GST under consideration i.e. <b>Rs. 1,97,20,537.00</b></p> <p>Turnover for this purpose should be as per audited financial statements. The reports issued by any Auditor/ Chartered Accountant shall mandatorily bear UDIN (Unique Document Identification Number) for such reports of FY 2019-20 onwards. Signature of bidding entity is also required on such certificates.</p>

		<p>In case of tenders having original bid closing date up to 6 months from the current financial year, and, in case audited financial results of the immediate three preceding financial years are not available, the bidder has an option to submit the audited financial results of the three years immediately prior to preceding financial year.</p> <p>The audited financial results shall be certified by an auditor on or before the date of bid submission.</p> <p>For the bidders whose financial year is calendar year, the audited financial results shall be considered on calendar year basis in lieu of financial year.</p>
		<p>Wherever Chartered Accountant/ Statutory Auditor/ Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company/ firm) is not in a position to endorse such CEO's/ CFO's certificate due to local regulations, CEO's/ CFO's certificate in original without endorsement may be accepted provided a reference of the local regulation restricting this endorsement is given in the CEO's/ CFO's certificate.</p> <p>Provisional Balance Sheet and P&amp;L account statement shall not be considered for evaluation, even if the same is uploaded.</p>

**"Notwithstanding any other condition/ provision in the tender documents, bidders are required to submit complete documents pertaining to PQC along with their offer. Failure to meet the PQC will render the bid to be summarily rejected.**

**AGCL reserves the right to complete the evaluation based on the details furnished by the bidder, with or without seeking any additional supporting documents/clarifications."**

**Credentials of Bidding Entity only will be considered against PQC.**

**19 Other Commercial Criteria**

Following other criteria shall also be considered for commercial evaluation:

1	PANCARD				
2	PF No.				
3	GST Registration Certificate				
4	Partnership deed or Certificate of Incorporation with Memorandum & Articles of Association				
5	<p>Power of Attorney:</p> <p>Authority of the person uploading the bids with his DSC shall be required to be submitted in the bids. Document required showing the authority of the person uploading &amp; submitting the bid with his Digital Signature Certificate shall be as given in the following table.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 5px;"> <p>In case of Proprietary Concern</p> </td> <td style="padding: 5px;"> <ul style="list-style-type: none"> <li>If the bid is submitted by the proprietor, no POA required. However, he/she will upload undertaking certifying that he/she is sole proprietor.</li> <li>If the bid is submitted by person other than proprietor, POA authorizing the person to submit bid on behalf of the concern.</li> </ul> </td> </tr> <tr> <td style="padding: 5px;"> <p>In case of Company</p> </td> <td style="padding: 5px;"> <ul style="list-style-type: none"> <li>Certified copy of Board Resolution authorizing the person submitting the bid on behalf of the company.</li> </ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>POA and the supporting Board Resolution authorizing the person submitting the bid on behalf of the company.</li> </ul> </td> </tr> </table>	<p>In case of Proprietary Concern</p>	<ul style="list-style-type: none"> <li>If the bid is submitted by the proprietor, no POA required. However, he/she will upload undertaking certifying that he/she is sole proprietor.</li> <li>If the bid is submitted by person other than proprietor, POA authorizing the person to submit bid on behalf of the concern.</li> </ul>	<p>In case of Company</p>	<ul style="list-style-type: none"> <li>Certified copy of Board Resolution authorizing the person submitting the bid on behalf of the company.</li> </ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>POA and the supporting Board Resolution authorizing the person submitting the bid on behalf of the company.</li> </ul>
<p>In case of Proprietary Concern</p>	<ul style="list-style-type: none"> <li>If the bid is submitted by the proprietor, no POA required. However, he/she will upload undertaking certifying that he/she is sole proprietor.</li> <li>If the bid is submitted by person other than proprietor, POA authorizing the person to submit bid on behalf of the concern.</li> </ul>				
<p>In case of Company</p>	<ul style="list-style-type: none"> <li>Certified copy of Board Resolution authorizing the person submitting the bid on behalf of the company.</li> </ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>POA and the supporting Board Resolution authorizing the person submitting the bid on behalf of the company.</li> </ul>				

		In case of Partnership Firm/LLP	POA along with Deed of Partnership/LLP Agreement.
		In case of Co-Operative Society	Copy of resolution passed as per Society Rules.
6	<p><b><u>UNDERTAKINGS AND DECLARATIONS:</u></b></p> <ul style="list-style-type: none"> <li>• Undertaking for Acceptance of Tender terms and conditions.</li> <li>• Declaration A,B,C,D.</li> <li>• Declaration regarding Holiday/Blacklisting.</li> <li>• Undertaking for Non-Tampering of Data.</li> <li>• Declaration on NCLT/NCLAT/DRT/DRAT/ Court Receivership/ Liquidation</li> <li>• Undertaking for Status of Business Transaction</li> <li>• Undertaking for No Multiple Bidding</li> <li>• Particulars of Bidder</li> <li>• Tax Quotation/ Declaration</li> </ul>		
	<p><b>Note:</b></p> <p>Documents if available in public domain or available in AGCL database (SAP records) may also be considered.</p> <p>For all other Open Tenders, submission of PF shall be mandatory requirement irrespective of bidder's manpower strength and requirement shall be as per the existing law of the land.</p>		
<b>20</b>	<b>Evaluation Criteria</b>		
	The procedure for evaluation of tenders shall be as follows:		

After opening of the unpriced bids, technical specifications and commercial terms etc. offered by various parties shall be evaluated.

i) Experience, financial standing and technical capability of the party shall be examined and evaluated as per tender condition.

ii) Technical/ Commercial queries shall be raised and wherever necessary the tenderers may be called for discussions to bring all offers on a comparable basis. Where there are deviations in conditions, the same shall also be sorted out with the parties.

iii) Acceptable deviations shall be passed on to all the bidders to bring them at par.

1. Only the Technical Bid, of those parties uploading their tenders before due date and time of submission, shall be considered for opening.
2. The techno- commercial bid shall be scrutinized and evaluated based on the qualifying parameters mentioned above and on the basis of the uploaded documents in e-tender portal. To assist in the scrutiny, evaluation and comparison of bids, AGCL may, at their discretion, request clarifications on the bid from the bidder including submission of additional documents.
3. The Price Bid of only those parties shall be opened who qualify as per the qualifying parameters after evaluation as mentioned above. Prior intimation will be sent to the qualifying parties regarding due date and time of opening of Price Bid.
4. Bidders are informed that Reverse Auction will be conducted for finalizing this Tender.
5. Qualifying Criteria for Reverse Auction:
  - i. In case of tenders with preferential bidding and if there are more than three (3) techno-commercially accepted bidders:
    1. H1 bidder will be rejected if he is a non-preferential bidder;
    2. In case if H1 bidder is a preferential bidder, H1 bidder will be rejected if his quote is beyond the defined tolerance limit of L1 price as per his preferential category.
  - ii. In case of more than one H1 bidders (H1 tie), latest bid received (bidder whose bid is received at the last) out of all H1 bidders will be rejected.



iii. An intimation by mail/ SMS shall be provided to the eligible bidders for Reverse Auction.

1. The lowest price shall be available on the Reverse Auction screen at any point of time during the Auction process. This displayed price is the evaluated price based on which the lowest bid is determined as per evaluation criteria of BoQ / Tender Terms & conditions. Accordingly, the bidder will put his quote in the Auction window if he wants to offer the reduced price considering the evaluation criteria as per Price Bid (BoQ) / Tender Terms & Conditions.

6. Wherever required, the Evaluation factor/ criteria shall be informed to the bidders before start of Reverse Auction. In other cases, the bidder shall calculate his final evaluated price as per BOQ or evaluation criteria mentioned in the tender document and quote accordingly.

7. The lowest quote after opening of Price Bids/end of Reverse Auction shall be considered for further processing.

8. Award of contract (AOC) will be done as per Purchase Preference Clause with or without negotiation and after considering the tax credit implication wherever applicable as per the policy of AGCL.

In case of tie between two or more bidders at L-1 position, all the L-1 bidders shall be asked to submit the discount bid in terms of percentage discount over previous quoted amount in a sealed envelope (activity outside the e-portal). In case there is a tie again, the bidder with highest turnover in any of the last 3 years as submitted against turnover criteria shall be considered as L-1 bidder.

In the event of bidder submitting turnover documents for only one or two years, L-1 shall be submitted on the basis of turnovers submitted.

In an exceptional case where turnover is also same, the bid submitted earlier in the portal in terms of both date and time shall be considered for award of job.

9. In case the bidder has been asked to submit price bid/ price implication in physical form,

the use of white/erasing fluid for correcting the rates is banned. Wherever the rates are corrected with white/erasing fluid, the bids will be summarily rejected.

10. Negotiations shall not be conducted with the bidders as a matter of routine. However, AGCL reserves the right to conduct negotiations. Tenderers will have to attend the Office of ASSAM GAS COMPANY LIMITED as informed by Tender Issuing Authority for negotiations/ clarifications at their own cost as required in respect of their quotation without any commitment from ASSAM GAS COMPANY LIMITED.

11. In case a bidder is put on holiday / Black listed after opening of price bid, then bid of such bidders will be ignored & will not be further evaluated. Such bidder will not be considered for issue of order even if the party is the lowest (L1). In such situation next lowest shall be considered as L1.

12. AGCL shall not be bound to accept lowest or any tender and reserve the right to accept one or more tenders in part or full. The decision of AGCL in this regard shall be final.

**Verification of authenticity of experience PQC documents shall be done for successful bidder(s) as under:**

Submission of authentic documents is the sole responsibility of the bidder. However, verification of authenticity of commercial and technical experience PQC documents shall be done for successful bidder(s) as under:

(i) Once the L1 bidder is established, their documents shall be verified from respective end client through client's official e-mail.

(ii) If the above does not help in completing the document verification, any or a combination of the following processes (not mentioned in any particular order here) can be used to verify documents within a given deadline:

a) In case no response is received against e-mail after reminders, a committee shall take the feedback over telecom/ VC from concerned personnel of the client.

b) Notarized documents can be considered as verified documents for further processing of tender.

c) Document verification with originals can be carried out wherein bidder(s) shall be asked to submit originals of the required documents to AGCL office within a given deadline.

(iii) Where order has been issued over e-mail, client verification shall be done or in case of original document verification, the bidder shall be asked to produce signed copy of the order.

**End Client verification means the end client which has issued the order and certificate of completion / execution or any such certificate informing execution per requirement. In case a sub-contractor is involved who has issued completion certificate, verification shall also be done from the end client.**

**Submission of authentic documents is the sole responsibility of the bidder. However, AGCL reserves the right to verify the PQC documents submitted by the bidder(s). For the purpose of verification, bidders shall submit complete client details with names, address, phone numbers and e-mail id with the understanding that AGCL may contact the bidder's client to verify the PQC documents. Wherever required, bidders may have to submit notarized/verified copy of PQC documents. Non submission of these documents, if asked for, will lead to rejection of offer. If at any stage, the PQC documents are found to be forged / false / fake, suitable penal action shall be taken, which may include offer rejection, EMD forfeiture, termination of order (wherever applicable) and holiday listing of the bidder / vendor.**

Modality for receiving price implication from bidders for breaking of tie:

i) Mode of information to bidders shall preferably be through Mail with copy through courier/ registered post.

Normally at least 7 days shall be given for submission & opening of revised price-bid / price implication. However, AGCL reserves the right to alter this period.

- iv) In absence of response (non-receipt of revised bid/ implication), the bid may be treated as one with nil additional discount.

In case the successful bidder is found to have submitted forged/ false credentials, such bidder shall not be considered for award of work and next lowest may be considered as L-1. Negotiations, if required, may be carried out. Suitable action shall be taken against such defaulting bidders including forfeiture of EMD and holiday-listing action.

If any bidder (other than L-1) offers suo-moto reduction in the prices after opening the price bid, his bid shall be subject to outright rejection. However, if there is a suo-moto reduction by the L-1 bidder who was adjudged on the basis of comparative statement as per price bids before such reduction, the benefit of suo-moto reduction may be availed of at the time of placement of order on the lowest bidder.

**Suo moto reduction in prices**

<b>Stage</b>	<b>Price Increase</b>	<b>Price Decrease</b>
After opening of un-priced bid	Not acceptable. Bid shall be liable for rejection. Action regarding holiday listing may be taken, EMD shall be forfeited	Tender evaluation shall be done without considering suo-moto price decrease. Ordering shall be done Considering suo moto price decrease.

## **LIST OF DOCUMENTS REQUIRED TO BE UPLOADED**

### **1. DOCUMENTS FOR PREQUALIFYING (PQ) CRITERIA:**

<b>SN</b>	<b>Description</b>
1.	<p>1. The Work Order should contain the above similar work items and for qualification purpose, the entire executed value of WO (which may contain any other item) shall be considered.</p> <p>2. Whenever a contractor had worked as a sub-contractor to main contractor, their experience also can be considered. With regard to sub-contracted work order, the bidder has to submit a certificate from the end user/owner/consultant of the owner acting as EIC stating that the main contractor has intimated them about the engagement of sub-contracting OR have been allowed/ permitted as a subcontractor. In case when an approved sub-contractor and main contractor both participate in the same tender on the strength of the same work/ job, orders submitted by both the vendors shall be considered for evaluation against PQC.</p> <p>Apart from copy of purchase/ work order with schedule of rates/ scope of work from the main contractor, the bidder who has worked as a sub-contractor has to submit certificate of completion of work from the end user /owner /consultant of the owner acting as EIC.</p> <p>3. In case the work orders submitted by the bidder is in multiple currency/ non-INR, the same shall be converted to equivalent INR considering the conversion rate as on the date of issue of the reference order(s) based on SBI TT selling rate or RBI/ Other scheduled bank/ Customs Notified exchange rate.</p> <p>4. In case, the executed value of job is more than work order value and bidder claims for meeting the PQC requirement on the basis of executed value then it is the responsibility of the bidder to submit the documentary evidence of final executed value (such as executed value mentioned in completion certificate etc.) along with his bid.</p> <p>5. The executed value of only completed work submitted by the bidder shall be considered during evaluation for experience criteria of PQC.</p>



6. In case where the bidder cites the reasons of Non Disclosure Agreement (NDA) for its inability to submit necessary documents in support of meeting the experience criteria & turnover criteria, a certificate, in original, certifying all the required information, issued by CEO/ CFO (howsoever designated) of the entity along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA with an endorsement by Chartered Accountant/ Statutory Auditor/ Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company/firm) may be accepted.

7. Wherever Chartered Accountant/ Statutory Auditor/ Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company/ firm) is not in a position to endorse such CEO/ CFO's (howsoever designated) certificate due to local regulations, CEO/ CFO's (howsoever designated) certificate in original without endorsement may be accepted provided a reference of the local regulation restricting this endorsement is given in the CEO/CFO (Howsoever designated) certificate.

8. In case any bidder submits work order and completion certificate of any completed contract where the bidder had worked as a leader/ member of Joint Venture/ Consortium / Joint Bidder, the work value shall be worked out as per the percentage share of the bidder in the JV / Consortium / Joint bidding agreement. Further in case the bidder had executed only a certain portion of the composite job through such agreement, his experience shall be counted for that particular portion of the job executed by him only, as specified in the JV/ consortium/ joint bidder agreement. For such cases, in addition to work order and completion certificate(s), bidder will also submit copy of JV / consortium / joint bidder agreement and work order & completion certificate(s) has to be issued in the name of such JV/ consortium / Joint bidder OR in the name of the Leader with brief details of JV/ consortium/ joint bidder specified in the work order.

9. If bidder has submitted a composite work order for evaluation and the AMC/ CAMC / PWAMC/ O&M is going on, after supply and installation part is completed by the Contractor as per completion certificate, the same is to be considered as completed work and the

amount towards supply and installation shall be considered for qualifying the bidder in PQC towards experience criteria.

10. Rate Contracts shall not be accepted against Similar Work Criteria, however individual POs issued under Rate Contracts will be considered.

**Documents to be submitted against Similar Work PQC:**

For fulfilling the experience criteria against work order(s) following documents may be considered as valid proof for meeting the criteria:

- a) Purchase/ Work Order copy with Schedule of Rates/ Scope of Works and
- b) Completion certificate by end client with executed value, date of completion of the job and reference work order number.

(i) In case of work order from Government Bodies/ PSUs-Copies of Contract Document along with either completion certificates or duly certified copy of bill/ invoice. Copy of contract document may not be insisted if completion certificate/ bill/ invoice copy specifies details otherwise required like date of PO/ contract agreement, contract value, execution value, date of completion and other requirements if any.

(ii) In case of Work Orders from Private Parties- Certificate from CA certifying value of work done with TDS certificates (where applicable)/ bank statement shall be required in addition to that specified in (i). TDS certificates / Bank statements shall be used as corroborative evidence only. However, Corporation has an obligation to maintain confidentiality of data which it possesses and use such documents for the purpose of tender only.

- 2. Turnover for this purpose should be as per audited financial statements. The reports issued by any Auditor / Chartered Accountant shall mandatorily bear UDIN (Unique Document Identification Number) for such reports of FY 2019-20 onwards. Signature of bidding entity is also required on such certificates.

In case of tenders having original bid closing date up to 6 months from the current financial year, and, in case audited financial results of the immediate three preceding financial years are not available, the bidder has an option to submit the audited financial results of the three years immediately prior to preceding financial year.

The audited financial results shall be certified by an auditor on or before the date of bid submission.

For the bidders whose financial year is calendar year, the audited financial results shall be considered on calendar year basis in lieu of financial year.

Provisional Balance Sheet and P&L account statement shall not be considered for evaluation, even if the same is uploaded.

**2. OTHERMANDATORYDOCUMENTS:**

1	PANCARD
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2	PF No.
3	GSTRegistrationCertificate
4	PartnershipdeedorCertificateofIncorporationwithMemorandum&ArticlesofAssociation

5	<p>Power of Attorney:</p> <p>Authority of the person uploading the bids with his DSC shall be required to be submitted in the bids. Document required showing the authority of the person uploading &amp; submitting the bid with his Digital Signature Certificate shall be as given in the following table.</p> <table border="1" style="margin-left: 40px;"> <tr> <td style="width: 30%;">In case of Proprietary Concern</td> <td> <ul style="list-style-type: none"> <li>• If the bid is submitted by the proprietor, no POA is required. However, he/she will upload undertaking certifying that he/she is sole proprietor.</li> <li>• If the bid is submitted by person other than proprietor, POA authorizing the person to submit bid on behalf of the concern.</li> </ul> </td> </tr> <tr> <td>In case of Company</td> <td> <ul style="list-style-type: none"> <li>• Certified copy of Board Resolution authorizing the person submitting the bid on behalf of the company.</li> </ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>• POA and the supporting Board Resolution authorizing the person submitting the bid on behalf of the company.</li> </ul> </td> </tr> <tr> <td>In case of Partnership Firm/LLP</td> <td>POA along with Deed of Partnership /LLP Agreement.</td> </tr> <tr> <td>In case of Co-Operative Society</td> <td>Copy of resolution passed as per Society Rules.</td> </tr> </table>	In case of Proprietary Concern	<ul style="list-style-type: none"> <li>• If the bid is submitted by the proprietor, no POA is required. However, he/she will upload undertaking certifying that he/she is sole proprietor.</li> <li>• If the bid is submitted by person other than proprietor, POA authorizing the person to submit bid on behalf of the concern.</li> </ul>	In case of Company	<ul style="list-style-type: none"> <li>• Certified copy of Board Resolution authorizing the person submitting the bid on behalf of the company.</li> </ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>• POA and the supporting Board Resolution authorizing the person submitting the bid on behalf of the company.</li> </ul>	In case of Partnership Firm/LLP	POA along with Deed of Partnership /LLP Agreement.	In case of Co-Operative Society	Copy of resolution passed as per Society Rules.
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In case of Co-Operative Society	Copy of resolution passed as per Society Rules.								
6	<p><b><u>UNDERTAKINGS AND DECLARATIONS:</u></b></p> <ul style="list-style-type: none"> <li>✓ Undertaking for Acceptance of Tender terms and conditions.</li> <li>✓ Declaration A,B,C,D.</li> <li>✓ Declaration regarding Holiday/Blacklisting.</li> <li>✓ Undertaking for Non-Tampering of Data.</li> <li>✓ Declaration on NCLT/NCLAT/DRT/DRAT/Court Receivership/Liquidation</li> <li>✓ Undertaking for Status of Business Transaction</li> <li>✓ Undertaking for No Multiple Bidding</li> <li>✓ Particulars of Bidder</li> <li>✓ Tax Quotation/ Declaration</li> </ul>								

**Note:**

Documents if available in public domain or available in AGCL database (SAP records) may also be considered.

For all other Open Tenders, submission of PF shall be mandatory requirement irrespective of bidder's manpower strength and requirement shall be as per the existing law of the land.

**3. OTHER DOCUMENTS:**

Copies of following documents are to be submitted by the successful bidder prior to placement of work order:-

SN	Description
1.	Safety declaration.
2.	Undertaking for non-engagement of child labour.
3.	Undertakings towards ESI and PF in the format given in the tender.
4.	Contract Agreement.
5.	Format for consent letter for payment through Electronic Mode.

The bank guarantee being an agreement between Bank & Beneficiary (AGCL), the same shall be received directly from the Bank in favour of AGCL.

The stamp paper of appropriate value is required to be purchased in the name of bank issuing the guarantee. In the Bank Guarantee, the first Party to the Bank Guarantee should be the Bank issuing the Guarantee and the second Party should be the beneficiary i.e. AGCL.

**Project Management Team by Contractors:**

Effective Supervision of works is of prime importance for timely completion of projects without time and cost overruns and by way of achieving desired quality standards. Effective supervision and planning is required at various stages by different levels or team of Engineers either from contractors or Corporation. In order to achieve this object, adequate numbers of qualified & experienced Engineers/ Supervisors / Managers are necessary amongst the personnel deployed by Contractor. Accordingly tenders may specify the requirement for project management team required to be mobilized by the contractor along with

Penal provisions including commercial recoveries for failure to position such site project management team. The project management team shall typically comprise of:

a) Project Manager

b) QC/ QA/ Planning Engineer

c) HSE Manager

Required qualification and work experience for such site personnel shall also be clearly specified.

### **IMPORTANT GUIDELINES TO TENDERERS**

- 1) Bidders are requested to carefully study all the documents / annexures and understand the conditions, specifications, etc. before quoting their rates. Offers should strictly be in accordance with the tender terms & conditions and AGCL's specifications. AGCL reserves the right to cancel the tender without assigning any reason.
- 2) Bidders are requested to go through the "Special Instruction to the Bidders (SITB)" provided in the AGCL e-Tendering site <https://Assamtenders.gov.in> before participating in the e-Tender.
- 3) It is mandatory for every tenderer to provide all the information as set out in the tender document irrespective of their earlier association with AGCL. Any conditional / incomplete offer or failure to follow above instructions may lead to disqualification.
- 4) The Bidders shall upload legible scanned copy of necessary documents in support of required qualification and experience along with their offer as per instruction given in the Special Instructions to Bidders.
- 5) Physical/ Manual Bids shall not be accepted. Bids shall be accepted only through e-Tendering portal. No manual bid shall be permitted along with electronic bids. In case of receipt of manual bids apart from specifically requested off line documents in the tender, same shall be returned to the bidder. Additional documents received through email shall also be ignored for the purpose of evaluation, unless specifically advised by the Tender Issuing Authority.
- 6) It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of the tender and the successful bidder shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- 7) Tenderers are advised not to send or upload un-necessary / unsolicited documents. The same will not be evaluated.
- 8) Bids should be submitted as under:  
Part-I: Technical Bid complete with all technical and commercial details and documents other than price shall be submitted essentially containing the documents in 'List of documents to be uploaded by the Bidder'  
Part-II: "Price Bid" This part shall have only Price Schedule (BOQ) with prices duly filled in. Prices shall be filled in the price bid format (excel sheet) provided with the tender documents (i.e. uploaded in the website by AGCL).
- 9) Tenderers to note that price must be quoted only in the price schedule (BOQ) document. Disclosure of any price or rate in any manner other than in the price bid will lead to disqualification of the bid.
- 10) Any query with regard to rejection of the tender may be forwarded to Tender Inviting Authority.
- 11) Clarifications with respect to tender shall be obtained from AGCL.
- 12) Canvassing of information or submission of forged or false documents/ information by any bidder shall make their offer invalid.
- 13) Wherever the delay is attributable to the contractor, it should be noted that no extra compensation or escalation in prices for extended period is allowed to the contractor.

**nt2PROFORMA OF DECLARATION OF BLACKLISTING/ HOLIDAY LISTING**

**In the case of a Proprietary Concern:**

I hereby declare that neither I, in my personal name nor in the name of my Proprietary concern, M/s .....which is submitting the accompanying Bid/Tender nor any other concern in which I

am proprietor nor any partnership firm in which I am involved as a Partner are presently on any blacklist or holidaylist declared by Assam Gas Company Ltd. Or by Ministry of Petroleum & Natural Gas (MOPNG), nor any inquiry is pending by Assam Gas Company Ltd. or MOPNG, in respect of any corrupt or fraudulent practice(s) against me or any other of my proprietorship concern(s) or against any partnership firm(s) in which I am or was at the relevant time involved as a partner, except as indicated below:

**(Here give particulars of blacklisting or holiday listing, and /or inquiry and in absence thereof state "NIL")**

**In the case of a Partnership Firm:**

We hereby declare that neither we, M/s....., which is submitting the accompanying Bid/Tender, nor any partner involved in the said firm either in his individual capacity or as proprietor or partner of any other firm or concern presently, are placed on any blacklist or holidaylist declared by Assam Gas Company Ltd. or by Ministry of Petroleum & Natural Gas (MOPNG), nor any inquiry is pending by Assam Gas Company Ltd. or MOPNG, in respect of corrupt or fraudulent practice(s) against us or any partner or any other concern or firm of which he is proprietor or partner, except as indicated below:

**(Here give particulars of blacklisting or holiday listing and/or inquiry and in the absence thereof state "NIL")**

**In the case of Company:**

We hereby declare that we are presently neither placed on any holiday list or blacklist declared by Assam Gas Company Ltd. Or by Ministry of Petroleum & Natural Gas (MOPNG), nor any inquiry is pending by Assam Gas Company Ltd. or MOPNG, in respect of corrupt or fraudulent practice(s), except as indicated below:

**(Here give particulars of blacklisting or holiday listing and/or inquiry and in the absence thereof state "NIL")**

**In the case of Consortium:**

We hereby declare that none of the members of the Consortium are presently placed on any holiday list or blacklist declared by Assam Gas Company Ltd. Or by Ministry of Petroleum & Natural Gas (MOPNG); nor any inquiry is pending by Assam Gas Company Ltd. or MOPNG, in respect of corrupt or fraudulent practice(s), except as indicated below:

**(Here give particulars of blacklisting or holiday listing and/or inquiry and in the absence thereof state "NIL")**

It is understood that if this declaration is found to be false in any particular. Assam Gas Company Ltd. shall have the right to reject my/ our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including blacklisting or holidaylisting) available to Assam Gas Company Ltd.

**Place:**

**Signature of**

**Bidder: Date:**

**Name of Signatory:**

No. **(Proforma of intimation of placement of a party on Holidaylist)**  
Date:

To,  
M/s

Attn: Ms./Mr.

**Sub:** Holiday Listing/ De-listing of Vendors/ Contractors — Intimation of placement on Holiday List

**Dear Sir,**

Inspite of the opportunity given to you, you have failed to show cause as required\*/your reply to the Show Cause Notice (and the documents and documentary evidence submitted in support of your reply) has/ have been duly considered.\*

**[Speaking order: either to agree or rebut the reply furnished by Party, allegation wise]**

After considering the allegations made in the Show cause Notice and your reply to the Show Cause Notice (and documents and documentary evidence furnished in support thereof) \*, it has been decided that you be placed on Holiday List and debarred from entering into any contracts with Assam Gas Company Ltd. for a period of ..... months\* / years" effective from the date hereof and be removed from the list of approved Vendors/Contractors.\*

Yours faithfully,

**\*Strike out if not applicable (the entire running underlined text).**

**Special Conditions of Contract**

**(i) Detailed scope of the work and supply of material:**

- LAND DEVELOPMENT
- CONSTRUCTION OF RETAINING WALL AND BOUNDARY WALL
- CONSTRUCTION OF SALES BUILDING
- CONSTRUCTION OF BOX CULVERT AND GRATING DRAIN
- CONSTRUCTION OF DRIVEWAY, APPROACH, SERVICE CORRIDOR & BUFFERSTRIP
- CONSTRUCTION OF AD Lane, TOTEM FOUNDATION
- CONSTRUCTION OF CNG EQUIPMENT FOUNDATION, UNDERGROUND STORAGE TANK PIT, TUBE TRENCH ETC
- CONSTRUCTION OF CANOPY FOUNDATION, AC/AD, TI, QLC, DG FOUNDATION ETC
- SUPPLY & INSTALLATION OF FENCING, SAFETY GUARD, LCV PLATFORM, TRENCH COVER, CHAMBER COVER ETC AS PER AGCL STANDARD
- TRANSPORTATION OF MECHANICAL EQUIPMENTS FROM AGCL STOREYARD TO SITE
- INSTALLATION OF CNG COMPRESSOR, CASCADE, DU ETC.
- CONSTRUCTION OF PUMP ISLAND & DU INSTALLATION
- CONSTRUCTION OF CHAMBERS
- SUPPLY AND INSTALLATION OF ELECTRIC PANEL & ALLIED ELECTRICAL WORKS
- SUPPLY AND INSTALLATION OF STABILIZER, UPS, INVERTER ETC AS PER AGCL STANDARD
- SUPPLY AND INSTALLATION OF YARD LIGHTS AS PER AGCL STANDARD
- INSTALLATION OF UNDERGROUND STORAGE TANK, STP, PIPELINE WORK, VENT LINE, ETC
- SUPPLY AND INSTALLATION OF ELECTRICAL CABLE, EARTHING, CONDUIT LAYING, LIGHT POLES, ETC.

**(ii) AGCL reserves the right to increase/ decrease the tendered quantity of any or every item and delete any item at any stage of work at the accepted rates. Contractor's claim for compensation or damages on account of these shall not be entertained subject to provision contained in GCC.**

**(iii) Method of measurement of the work**

All the payments for quantities certified in the running account/ final bill shall be as per the details recorded in the standard measurement book/ SAP SES of AGCL and jointly signed by the Contractor/ site engineer of AGCL.

Method of measurement shall be strictly in accordance with the technical specification for this work.

**(vi) Details of mobilization advance, secured advances.**

No mobilization advance shall be given for this work.

**(vii) Terms of payment**

The following payment terms shall apply for this tender:

**a. For Civil Works:-**

- i) Up to 90% of item rate on completion of each item in RA bills.



ii) Balance 10% on completion of all works on completion of each item in RA bills.

**b. For Mechanical Works:-**

- i) On Supply of Materials at site including Test Certificates as per requirement: 60% of Item Rates.
- ii) On Fabrication and Erection: 20% of Item Rates
- iii) On Completion of Paintings: 10% of Item Rates
- v) On Completion of all works: 10% of Item Rates

**c. For Supply Items:-**

- i) On supply of materials/ items to site including test certificates as applicable- Upto 70%
- ii) After installation/ erection- Upto 20%
- iii) In final Bill & after successful commissioning- 10%

Final bill shall be released only after successful completion of all the activities and after the Final Acceptance by AGCL for the work in its entirety.

There shall be no restriction in value for submission of RA bills. In normal circumstances, payment shall normally be made within 30 days from the date of receipt of bills, provided the bills are legitimate and free from any dispute.

Following documents/ activities shall be completed before submission of final bills:

- Copy of test certificates, Warranty certificates as applicable.
- Material reconciliation statements & documentation of site records as applicable.
- Any other specific documentation required by AGCL.
- Cleaning & clearing of site.

**(viii) LIQUIDATED DAMAGE:**

In case of delay in completion of the work as per complete 'scope of work' beyond the scheduled date, 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 scheduled pay (as per payment terms vide clause vii) shall be deducted for the delay unless such delay is attributable to the owner or due to Force Majeure.

**(ix) FORCE MAJEURE:**

In the event of either Party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the Party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Party) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the Party to the contract and which renders performance of the contract by the said Party impossible.

Upon occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

Should 'Force Majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, either Party will have the right to terminate the contract with prior written notice if such 'Force Majeure' condition continues beyond consecutive ten (10) days. Should both Parties decide not to terminate the contract even under such condition, no payment would apply during the force majeure period unless otherwise agreed to.

(x) **DEFECT LIABILITY PERIOD:** The Contractor shall be responsible for repairing any defects in the Works arising from faulty materials, workmanship, or design during the Defect Liability Period, which shall commence on the completion date and last for **12 months** from the date of handing over. The Contractor must promptly rectify any defects at their own cost upon receiving written notice from the Employer. Any rectified work shall be warranted free of defects for the remainder of the Defect Liability Period. If the Contractor fails to fix the defects within the specified time, the Employer may undertake the repairs and recover the costs from the Contractor. This obligation excludes defects caused by normal wear and tear, misuse, or events beyond the Contractor's control.

**(xi) GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:**

It will be solely the CONTRACTOR's responsibility to fulfil 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.) under the jurisdiction of the district of that state where it is operating and shall be liable for ensuring compliance all HSE laws. The crew members will not refuse to follow any instruction given by company's Manager/Safety Officer/Engineer/Official/ Supervisor for safe operation. Any compensation arising out of the job carried out by the Contractor whether related to Pollution, Safety or Health will be paid by the contractor only.

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

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 Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

**(xii) 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.

**(xiii) TERMINATION:**

The Company shall monitor performance of the Agency/ Contractor by periodic inspection of all station. In case performance is to be dissatisfactory, the notice shall be served to the agency for improvement. If performance does not improve inspite of such warning, contract may be terminated by giving 3(Three) months notice. The decision of the Management of AGCL shall be final and binding.

**(viii) Water and power supply:**

The contractor shall arrange water/ procure water required for the work at his own cost for all leads and lifts. AGCL shall not be responsible for supplying water and Contractor shall ensure timely and adequate supply of water to meet the schedule.

The contractor shall make his own arrangement for power required for the work at his cost. DG set of suitable capacity may be installed and operated by the contractor at his cost. AGCL shall not be responsible for power supply and contractor shall ensure proper supply of electricity to meet the schedule.

The electrical works shall be carried out through Licensed Electrical personnel only.

**(ix) Taxes and duties:**

Tax Conditions for Works Contracts:

- A.** The quoted price shall comprise basic rate and SGST & CGST/IGST.
- B.** The Bidder/ Contractor shall not directly consign any material under their scope of supply to Owner.
- C.** If during the period from the date of submission of the bid (or final price bid, if applicable) of the contractor to the date of Scheduled Mechanical Completion/ completion of the entire work(s) or during any time extension granted thereof, there is an increase in the rate of output tax (Goods and Services Tax (GST) etc. or any new output tax is introduced in addition to, or, in lieu of the existing taxes where the total financial implication on account of new output taxes is more and arises within the said contractual completion period, AGCL shall reimburse the additional tax burden Beyond the contractual completion period also (including any grant of time extension), AGCL shall reimburse the additional tax burden, limited to its ITC entitlement on the increase in output taxes or new output taxes, as per applicable law. In other cases, Contractor shall bear the increase in the rates of existing taxes or any new output tax. Similarly, if there is any reduction in any of the said taxes, the contractor shall pass on the benefit of such reduction to AGCL by invoicing at the applicable reduced rate.
- D.** It would be the responsibility of the Bidder/Contractor to get the registration with the respective Tax authorities. Any taxes being charged by the Bidder/Contractors would be claimed by issuing proper TAX Invoice indicating details/ elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid registration number(s) along with OWNER's registration number as applicable for particular supply on all invoices raised on OWNER. Bidder/Contractor to mention the correct GSTIN number from where the supply is proposed to be undertaken. Further the Service Accounting Code(SAC) as applicable for the subject tender needs to be provided in the columns provided in the technical bid. In case the Bidder/Contractor is opting for Composition scheme under the GST laws (i.e Section 10 of the CGST Act, 2017 and similar provisions under the respective State / UT law), the Bidder/Contractor should confirm the same. Further the Bidder/Contractor to confirm the issuance of Bill of Supply while submission of tender documents and no GST will be charged on OWNER.

In such cases, bidder shall submit Form GSTCMP01 and GSTCMP02. His Bid shall be evaluated without considering GST. In case the Bidder/ Contractor is falling under Unregistered category, the Bidder/ Contractor should confirm the same.

**E.** Bidder has to obtain GSTIN registration at the location where Works Contract Services are to be performed or carried out. In case of other type of services, Bidder may decide depending upon their business requirement and provisions of GST Laws. However, it is advisable to obtain GSTIN in the State where job is required to be carried out/ executed.

**F.** Bidders are to necessarily indicate their Goods & Service Tax Identification Number (GSTIN) along with their techno-commercial bids unless and otherwise they are exempted as per GST Laws & Rules. Offers without GSTIN shall be treated at par with "Unregistered" Taxable

**G.** In case the Bidder/ Contractor is opting for Composition scheme under the GST laws, in such event the evaluation of his bid will be based on the Quoted Price. GST liability, if any, on OWNER under reverse charge will be included for the purpose of evaluation.

**H.** Depending upon the nature of service of subject tender, category of services, service accounting code(SAC) and applicable rate of GST (SGST+CGST or IGST as the case may be) is to be confirmed by bidder as per prescribed format given in the technical bid. Annexure of this manual.

**I.** If the bidder deviates w.r.t. category of services, service code and GST rate as per the format given by OWNER in the technical bid, then details with proper justification must be provided.

**J.** In case a Bidder declares that he has applied for GSTIN registration at the time of submission of Bid, but GSTIN is not available, he must attach a copy of Application Reference Number (ARN) as proof of his declaration. And in such cases, Bid shall be evaluated after considering GST Rates and Service Accounting Code (SAC) as determined by the Owner if Bidder has not confirmed or quoted the same. In such cases, Work Order may be awarded pending submission of GSTIN by such Bidder. However, Bidder must submit GSTIN before submission of first bill under Contract.

**K.** In case Service is specified where Service Recipient is liable to pay GST under Reverse Charge, same shall be clearly mentioned in the Annexure of this manual.

**L.** Bid evaluation shall be done after considering GST Rates and Service Accounting Code(SAC) quoted or confirmed as per the format provided in the Technical Bid or and shall be evaluated on gross tax basis i.e. after including amount of GST so quoted or confirmed.

**M.** Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per BID subject to increase/decrease in Rates after last date of submission of Price Bid provided delivery is within the Contractual period.

**N.** CGST & SGST (or UTGST) or IGST, as the case may be, shall be released only on receipt of GST Invoice containing the following details as per applicable GST laws:-

(i) Name, address and GSTIN of the supplier;

(ii) A consecutive serial number of the invoice;

(iii) Date of issue;

(iv) Name, address and GSTIN;

(v) Name and address of the recipient and the address of the delivery, along

with the State and its code,

- (vi) HSN Codes or Service Accounting Code (SAC);
- (vii) Description of goods or services;
- (viii) Total value of supply of goods or services;
- (ix) Taxable value of supply of goods or services taking into discount or abatement if any;
- (x) Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
- (xi) Amount of tax charged in respect of taxable goods or services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
- (xii) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
- (xiii) Address of the dispatch point where the same is different from the place of supplier;
- (xiv) Whether the tax is payable under Reverse Charge basis and
- (xv) Signature or digital signature of the supplier or his/her authorized representative.
- (xvi) Quick response code having embedded invoice reference number (IRN) in case invoice issued under rule 48/4.

**O.** E-invoicing under GST has been implemented w.e.f. 1<sup>st</sup> August 2023 for all the taxable persons having turnover more than Rs. 5 Crore. It has been specified by the Govt that it is mandatory to mention a valid unique Invoice reference number (IRN) and QR code as generated from Govt. portal on a Tax invoice. Bidder/ Vendor who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law, as may be applicable at the time of raising of invoice, shall ensure the compliance of requirement of E Invoicing under GST law. All the payments to such Bidder/ Vendor who is liable to comply with provisions of E-Invoicing as per GST Laws shall be made against the proper e-invoice(s) only.

**P.** The Bidder/Contractor shall take steps viz. mention relevant GSTIN of OWNER in GST invoices and returns, uploading invoice in GSTR 1, payment of the tax liability on the said invoices and filing of Returns etc. and comply with all the requirements of applicable laws including GST laws for the time being in force to enable the OWNER to avail tax credit, including input tax credit. Tax element on any Debit Note / Supplementary invoice, raised by the Bidder/Contractor will be reimbursed by OWNER as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Bidder/Contractors to ensure that such debit Notes are uploaded while filing the Statutory returns as may be prescribed from time to time.

**Q.** The Bidder/ Contractor would be liable to reimburse or make good of amount equivalent to the value of GST charged in tax invoice/debit note to OWNER along with other consequential implications in cases where Bidder/ Contractor/ supplier defaults in deposit of taxes to Govt. or non-updation/ incorrect updation of the invoice data in GSTN network or non-filing of returns or wrongly charges Integrated Tax in place of Central Tax +State/ Union Territory Tax or vice versa or any other non-compliance of GST laws; by

Issuance of suitable credit note to OWNER. In case, Bidder/ Contractor does not issue credit note to OWNER, OWNER would be constrained to recover the amount with consequential implications including interest/ penalty payable.

**R.** It shall be obligatory for the Bidder to issue Credit Note for Price reduction on account of delay in delivery as defined in the Bid or Contract Documents in the month immediately following the month in which deduction of account of delay in delivery is effected by the Owner.

**S.** Tax element on any Debit Note/ Supplementary invoice, raised by the Bidder/ Contractor will be reimbursed by OWNER as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Bidder/ Contractors to ensure that such debit Notes are uploaded while filing the Statutory returns as may be prescribed from time to time.

**T.** The Bidder/ Contractor will be under obligation for quoting/ charging correct rate of tax as prescribed under the respective Tax Laws. Further the Bidder/Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/ or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by OWNER.

**U.** In case of any advance including Mobilization, Advance given as per Contract, the Contractor shall issue Receipt voucher immediately on receipt of advance payment and subsequently issue the tax invoice at the time of supply, after adjusting advance payments as per Contractual terms and GST Provisions.

**V.** In case any recovery is made for any facility or services provided by the Owner and such recoveries are subject to GST, amount of recovery plus applicable GST shall be deducted/ recovered from the Invoices/ Claim of the Bidder.

**W.** Wherever provisions of Tax deduction at Source(TDS) are applicable under the CGST/SGST/UTGST/IGST Act, 2017 on supplies of goods or services or both to OWNER, tax will be deducted from the invoice raised and deposited with the authorities by OWNER. OWNER shall file the TDS return on GST Portal on the basis of which Credit can be availed by the bidder/ contractor.

**X.** AGCL will issue Road Permit/Way Bill, by whatever name it is called, to the Contractor only in those cases where materials are purchased by AGCL directly and/ or AGCL is statutorily required to issue the Road permit/ Way Bill, by whatever name it is called. Contractor will be under obligation for proper utilization of road permits for the specific supply and in case of seizure of goods/ vehicle; the Contractor will be wholly responsible for release and reimburse the litigation cost to AGCL.

AGCL shall on no account be responsible for delay or hold up due to the timely non availability of such documents as are required to be furnished by the Owner to obtain the Road Permit/Way bill, by whatever name it is called. However, AGCL shall make best efforts to provide sufficient number of Road Permits/way bill, by whatever name it is called. On demand to avoid any delay or Hold up.

## 2.0 **SPECIFIC CLAUSES ON TAXATION:**

The following clauses are relevant for tenders for works contract under GST Law.

<b>Clause No.</b>	<b>Description</b>
	<b>DEFINITIONS</b>
1	Contractual period / Work Completion Period /Contractual Delivery Date / Contractual Completion Period shall mean the Scheduled Delivery/ Completion Period as mentioned in the LOA (Letter of Acceptance) or Purchase Order or Work Order and shall also include Approved extensions, if any.
	<b>GENERAL</b>
1	Where any portion of the GCC/any other section of tender, is repugnant to or at variance with any provision of the <b>Standard Taxation Condition (STC)</b> , then the provision of the STCs shall be deemed to override the provisions of the GCC and shall, to the extent of such repugnance or variations, prevail.
2	For the purpose of this STC, the term "tax" in addition to tax imposed under CGST (Central Tax)/ SGST (State Tax)/ IGST (Integrated Tax)/ UTGST (Union Territory Tax)/ GST Compensation Cess Acts, also includes any duties, cess or statutory levies levied by central or state authorities.
3	Rate variation in Taxes and any new promulgated taxes after last date of the submission of price bid only on the final product and/or services (applicable to invoices raised on AGCL) within the contractual delivery date/ period (including extension approved if any) shall be on AGCL's Account against submission of documentary evidence. Further, in case of delay in delivery of goods and/ or services, any upward rate variation in Taxes and any new promulgated taxes imposed after the contractual delivery date shall be to the Seller's / Contractor's Account. Similarly, in case of any reduction in the rate(s) of the Taxes between last date of submission of price bid relevant to the Contract and the date of execution of activities under the contract, the Contractor shall pass on the benefit of such reduction to AGCL with the view that AGCL shall pay reduced duty/ Tax to Govt.
4	<b>Wherever any escalation/de- escalation linked to raw material price (Basic price excluding taxes) is allowed as per terms of the contract, Variation to the extent related to escalation/ de-escalation of value of material shall be allowed without Tax unless specified otherwise.</b>
5	It would be the responsibility of the contractor to get the registration with the respective Tax authorities. Any taxes being charged by the Contractors would be claimed by issuing proper TAX Invoice indicating details/ elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid registration number(s) along with AGCL's registration number as applicable for particular supply on all invoices raised on AGCL. Contractor to provide the GSTIN number from where the supply is proposed to be undertaken. Further the HSN Code/ Service Accounting Code (SAC) as applicable for the subject tender needs to be provided in the columns provided in the technical bid. In case the contractor is opting for Composition scheme under the GST laws (i.e. Section 10 of the CGST Act, 2017 and similar provisions under the respective State / UT law), the contract or should confirm the same. <b>Further the contractor to confirm the issuance of Bill of Supply while submission of tender documents and no GST will be charged on AGCL. In case the contract or is falling under Unregistered category, the contractor should confirm the same.</b>

6	AGCL will be entitled to withhold/ recover the amount equivalent to the value of GST charged in tax invoice/debit note to AGCL along with other consequential implications in cases where contractor/ supplier defaults in deposit of taxes to Govt. or non-updation/ incorrect updation of the invoice data in GSTN network or non-filing of returns or wrongly charges Integrated Tax in place of Central Tax + State/Union Territory Tax or vice versa or any other non-compliance of GST laws. The amount so withheld would be paid to contractor/supplier after successful compliance of the defaults, like updation/ rectification in subsequent months on GSTN portal, on or before the maximum time stipulated for furnishing (filing) of outward supply return/statement under Section37(1) of the Central Goods and Services Act, 2017,(CGST).
7	Tax element on any Debit Note / Supplementary invoice, raised by the contractor will be reimbursed by AGCL as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Contractors to ensure that such debit Notes are uploaded while filing the Statutory returns as may be prescribed from time to time.
8	The contractor will be under obligation for quoting/ charging correct rate of tax as prescribed under the respective Tax Laws. Further the Contractor shall avail and pass on benefits of all exemptions/ concessions/ benefits/ waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by AGCL.
9	In case the contractor is opting for Composition scheme under the GST laws, in such event the evaluation of his/her bid will be based on the Quoted Price. In case the contractor is falling under Unregistered category, then GST liability, if any, on AGCL will be included for the purpose of evaluation.
11	In case, AGCL is eligible to avail Input TAX Credit (ITC), the same shall be reduced from the delivered price to arrive at the net landed cost.
12	AGCL shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 31 of the CGST Act and respective states and Rules.
13	To enable AGCL to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by AGCL to avail of the ITC with respect to GST reimbursed by AGCL on materials sold to AGCL.
14	Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per BID subject to increase/ decrease in Rates after last date of submission of Price Bid provided delivery is within the Contractual period.
15	Wherever provisions of Tax deduction at Source (TDS) are applicable under the CGST/SGST / UTGST/IGST Act, 2017 on supplies of goods or services or both to AGCL , tax will be deducted from the invoice raised and deposited with the authorities by AGCL. TDS certificate as per provisions of CGST/SGST/UTGST/IGSTAct,2017 shall be issued by AGCL.
<b>17</b>	<b>ROAD PERMIT/WAYBILL</b>
17.1	AGCL will issue Road Permit/Way Bill, by whatever name it is called, to the Contractor only in those cases where materials is purchased by AGCL directly and/or AGCL is statutorily required to issue the Road permit/ Way Bill, by whatever name it is called. Contractor will be under obligation for proper utilization of road permits for the specific supply and in case of seizure of goods/ vehicles; the Contractor will be wholly responsible for release and reimburse the litigation cost to AGCL.
17.2	AGCL shall on no account be responsible for delay or hold up due to the timely non availability of such documents as are required to be furnished by the owner to obtain the Road Permit/ Way bill, by whatever name it is called. However, AGCL shall make best efforts to provide sufficient number of Road Permits/way bill, by whatever name it is called. on demand to avoid any delay or Hold up.
18	<b>Works Contract/Composite Supply/Mixed Supply</b>



18.1	<p>Works contracts as defined under the GST law includes Contracts for Building, Construction, Fabrication, Completion, Erection, Installation, Improvement, Modification, Repair, Maintenance, Renovation, Alteration or Commissioning of any immovable property wherein transfer of goods is involved in the execution of such contracts. Composite Supply has been defined as supply in which two or more supply of goods or services or both or any combination are naturally bundled and supplied in conjunction with each other in the ordinary course of Business, and then the rate as applicable for principal supply will be applicable on the entire transaction. Mixed supply has been defined as supplies of goods or service or both which are made in conjunction with each other for a single price and which does not constitute a composite supply then the rate as applicable for the highest rate will be applicable. In view of the above various definitions under GST law, bidders are required to evaluate the jobs to be undertaken covered under the tender and quote accordingly by taking in to account the nature of Job read with the legal provision.</p> <p>The place of supply in relation to an immovable property shall be the location at which the immovable property is located or intended to be located.</p>
18.2	<p>In case, AGCL is eligible to avail Input TAX Credit (ITC),thesameshallbereducedfromthedeliveredpricetoarriveatthenetlandedcost.AGCLshallreimburseGSTleviedasperTAXinvoiceissuedbytheContractorasprescribedunderrespectiveGST ActsandRules.IncasethecontractorisnotpermittedtoissueTaxInvoicethesameshouldbeclearly mentionedinthepriceBid.</p>
18.3	<p>To enable AGCL to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by AGCL to avail of the ITC with respect to GST reimbursed by AGCL on materials sold to AGCL</p>
18.4	<p>Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per BID subject to increase/ decrease in Rates after last date of submission of Price Bid provided delivery is within the Contractual period.</p>

**Note:**

"The contractor would be liable to reimburse or make good of any loss/claim by AGCL towards tax credit rejected/ disallowed by any tax authorities due to non deposit of taxes or non updation of the data in GSTIN network or non filling of returns or non compliance of tax laws by the Contractor by issuance of suitable credit note to AGCL. In case, contractor does not issues credit note to AGCL, AGCL would be constrained to recover the amount including interest payable along with Statutory levy/ Tax, if any, payable on such recovery."

**2.1 INCOMETAX:**

- a. The contractor shall be exclusively responsible and liable to pay Taxes on Income arising out of payment made out of the contract.
- b. Wherever withholding tax i.e.Tax deduction at source (TDS) is applicable under the Income tax Act,1961 the same will be deducted from the Invoices raised and TDS Certificate as per provision of the Income tax Act and Rules shall be issued to the contractor.

PAN is mandatory. If PAN is not provided TDS would be deducted at higher rate as per the provisions of Income Tax Act.

**LIST OF APPROVED MAKES**

LIST OF APPROVED MAKES			
A. CIVIL WORKS			
SL.NO	MATERIALS	APPROVED MAKES	IS CODE REF.
1	ORDINARY PORTLAND CEMENT	ULTRA TECH / BIRLA / ACC / AMBUJA/ DALMIA / STAR CEMENT/TOPCEM	8112 : 1989 12269 : 1987
2	STRUCTURAL STEEL - SECTIONS, PLATES, RODS, FLATS, STRIPS ETC.,	TATA / SAIL / JINDAL	2062 : 1999
3	MS TUBULAR SECTIONS	TATA / SAIL / JINDAL/ NEZONE	1161 : 1963
4	REINFORCEMENT STEEL – MILD STEEL AND MEDIUM TENSILE BARS	TATA/SAIL/ INDAL	432 : 1982
5	REINFORCEMENT STEEL – HIGH STRENGTH DEFORMED STEEL BARS	TATA/SAIL/ INDAL	1786 : 1985
6	BURNT CLAY BUILDING BRICKS	ANY APPROVED MAKE	1077 : 1992
7	STANDARD CERAMIC TILES (WALLS/FLOOR) / VITRIFIED CERAMIC TILES	KAJARIA / SOMANY	13712 : 1993
9	ALUMINIUM SECTIONS FOR DOORS, WINDOWS, VENTILATORS, PARTITIONS	HINDALCO /JINDAL SECTIONS AS PER DETAILED SPECIFICATIONS	1948 , 1285
10	PRELAMINATED PARTICLE BOARD	NOVOPAN	12823 : 1990
11	DOOR CLOSER	EVERITE / HARDWYN / EQUIVALENT APPROVED MAKE	3564 : 1996
13	WATERPROOFING COMPOUNDS	FOSROC / ROFF / SIKA / CICCOC / ACC/PIDILITE	2645 : 2003
14	FLOOR HARDENER	IRONITE / HARDONITE/ FERROKE/FOSROC/ PIDILITE/SIKA	9197 : 1979
15	ACRYLIC EMULSION, PAINTS, DISTEMPERS	ASIAN PAINTS COSMOS (0978 TIARA AP N 1369-0117 M), 100% ACRYLIC, 100% PLASTIC EMULSION	354 : 1989, 428 : 2000
16	WATERPROOF CEMENT PAINTS	SNOWCEM PLUS / DURACEM / SUPREME / ICI/ ASIAN PAINTS/ SURFACEM/BERGER	5410 : 1992

LIST OF APPROVED MAKES			
20	PRECAST CEMENT CONCRETE KERBS	EUROCON / ULTRA/ SOBHA OR EQUIVALENT APPROVED MAKE	5758 : 1984
21	GRANITE TILES	ANY ISI APPROVED MAKE	14223 : Part 1 : 1995
25	EUROPEAN TYPE WATER CLOSET (VITREOUS CHINA)	HINDWARE / CERA	2556
26	WASHBASIN (VITREOUS CHINA)	HINDWARE / KOHLER	2556
26.1	BASIN TAP	CERA/KOHLER	2556
26.2	ANGLE VALVE	CERA/KOHLER	2556
26.3	HEALTH FAUCET	CERA/KOHLER	2556
26.4	TOILET PAPER HOLDER	CERA/KHOLER	2556
26.5	FLOOR DRAIN COVER	CERA/CAMRY	2556
26.6	SUPPLY OF BIN	ANY APPROVE MAKE	
26.7	BOTTLE TRAP	CERA/KHOLER	2556
26.8	URINAL	CERA/KHOLER	2556
26.9	POP-UP WASTE COUPLING ½" THREAD	CERA/KHOLER	2556
26.10	SOAP DISPENSER	EURONICS	
26.11	SYMBOL PLATE (MALE/FEMALE)	HAFELE	
26.12	ROBE HOOK	CERA/KHOLER	
33	PVC PIPES AND FITTINGS(DRINKING WATER)	SUPREME / FINOLEX / PRINCE / TRUBORE/ KISSAN /ORIPLAST	4985 : 2000
34	PVC PIPES AND FITTINGS(CABLE CONDUITS)	ANY IS APPROVED MAKE	9537 / 3419
35	PVC PIPES AND FITTINGS (RAINWATER / WASTE)	ASTRAL/ SUPREME / FINOLEX / PRINCE / ORIPLAST / SURYA PRAKASH/ASHIRWAD	4985 : 2000

LIST OF APPROVED MAKES			
36	CPVC PIPES & FITTINGS	ASTRAL/ SUPREME / FINOLEX / PRINCE / ORIPLAST / SURYA PRAKASH/ASHIRWAD	
37	UPVC PIPES & FITTINGS	ASTRAL/ SUPREME / FINOLEX / PRINCE / ORIPLAST / SURYA PRAKASH/ASHIRWAD	
38	GI PIPES	TATA / JINDAL	6631 : 1972
39	GI FITTINGS	TATA / JINDAL	1239 : 1992
40	GM GATE VALVES FOR SANITARY & PLUMBING WORKS	LEADER / ORIENT / ZOLOTO /	778 : 1984
41	CP BRASS SPRAY SHOWER WITH BALL AND SOCKET	ARK-SOMA / PARKO / ESS ESS /JAQUAR	
42	BRASS FLOAT VALVES WITH COPPER FLOATS	LEADER / ORIENT / ZOLOTO/	1703 : 2000
43	CP BRASS STOP COCKS	ARK-SOMA / PARKO / ESS ESS / /JAQUAR / KOHLER / PARRYWARE / HINDWARE/ ESSCO	781 : 1984
44	POLYETHYLENE WATER TANK	SINTEX / INFRA / FUSION / UNIPLUS / PATTON / KAVERI/ ROUNAK	12701 : 1996/ 10146 : 1982
45	FLOOR TRAP (NAHANI TRAP)	APPROVED MAKE	2556 :1973
46	SW GULLY TRAP	APPROVED MAKE	651 : 1992
47	CP BRASS PILLAR TAPS	ARK-SOMA / PARKO / ESS ESS / /JAQUAR / KOHLER /	8931 : 1993
48	FLUSH VALVES	ARK-SOMA / PARKO / ESS ESS / JAQUAR / KOHLER /	9758 : 1981
49	PADLOCKS	GODREJ / HARRISON	1018 : 1982
50	MORTICE SLIDING DOOR LOCK	GODREJ OR EQVT. APPROVED MAKE	8760
51	MORTICE DEAD LOCK	GODREJ OR EQVT. APPROVED MAKE	7540
52	REBATED MORTICE LOCK (VERTICAL)	GODREJ OR EQVT. APPROVED MAKE	6607
53	MORTICE LOCK (VERTICAL TYPE)	GODREJ OR EQVT. APPROVED MAKE	2209
54	CHAINLINK FENCING FABRIC	ANY ISI APPROVED MAKE	2721 : 2003
55	BOREWELL WATER PIPE AND FITTINGS – HDPE	ANY ISI APPROVED MAKE	4984 : 1995/ 8360 : 1977
56	BOREWELL CASING PIPE - STEEL	ANY ISI APPROVED MAKE	4270 : 2001
57	SUBMERSIBLE PUMPSET FOR WATER	ATLANTA/ SUGUNA / KSB/VARAT OR ANY APPROVED EQUIVALANT	8034 : 2002
58	MOTOR FOR SUBMERSIBLE PUMPSET FOR WATER	BBL/CGL/KEC/MARATHON/Equivalent	9283 : 1985

LIST OF APPROVED MAKES			
59	PORTABLE FIRE EXTINGUISHERS (DRY CHEMICAL POWDER)	CEASE FIRE / MINIMAX / SAFEX / ISI APPROVED MAKE	2171 : 1999
60	FIRE BUCKET	ANY ISI APPROVED MAKE	2546 : 1974
61	SYNTHETIC ENAMEL PAINT	ICI /BERGER /ASIAN /NEROLAC / JENSON & NICHOLSON / SHALIMAR	2932 : 2003
62	SAFETY COLOURS	ANY ISI APPROVED MAKE	9457 : 1980
63	BOLTS, NUTS, WASHERS (JOINTS STEEL STRUCTURAL WORK)	ANY ISI APPROVED MAKE	4000 : 1992, 3757 : 1985, 6623 : 1985, 6649 : 1985
64	FOUNDATION BOLTS	ANY ISI APPROVED MAKE	5624 : 1993
65	FLUSH DOOR	INDIA PLYWOOD MFG.CO./GREEN PLY /KIT PLY/SINTEX/CENTURY	
66	PLYWOOD	NATIONAL/ KITPLY/ GREENPLY/ ANCHOR/ CENTURY/ SITABOARD/ INDIA PLYWOOD MFG.CO.	
67	CAMLOCK COUPLING	TEAR ENGINEERING/ SOUTHPOINT/ NEOGI/ OR APPROVED BY SITE ENGINEER:	
<b>B. MECHANICAL WORKS</b>			
SL.NO	MATERIALS	APPROVED MAKES	IS CODE REF.
1	M.S ERW PIPES (PLAIN END) – CLASS `B`	TATA /JINDAL / ZENITH/SAIL/ BANSAL UTKARSH/ PRAKASH/ NEZONE	1239 -2004
2	M.S ERW PIPES (PLAIN END) – CLASS `C`	TATA /JINDAL / ZENITH/SAIL/ BANSAL UTKARSH/ PRAKASH/ NEZONE	1239 : 2004
3	M.S ERW PIPES (SCREWED END) – CLASS `B`	TATA /JINDAL / ZENITH/SAIL/ BANSAL UTKARSH/ PRAKASH/ NEZONE	1239 -2004
4	FLEXIBLE PIPES	KPS - L&T/UPP-OILCO/ NUPI/ZEPPINI/KPS/PLX Brand/UPP/Halock/AEP Electrofuse	
5	CS VALVE	LEADER / KSB / L&T(AUDCO)/	10611 : 1983
6	HORIZONTAL TYPE/VERTICAL TYPE GUN METAL CHECK VALVE SCREWED/ANGULAR	LEADER / TRISHUL/SANT/CHAMPION	10989 : 1984/ 11733 : 1986
6a	Mono block pumps / Submersible pump/Other pumps	Kirloskar,KSB, Texmo, Sulzar, Suguna, Varat, FlowmoreLtd/Wilo Mather & Platt Pumps Ltd.	9079: 2002, 8034 : 2002
7	GM GATE VALVES	LEADER / KSB / L&T / GG / SANT/CHAMPION	778 : 1984
8	SLIP ON / BLIND FLANGES	SMI/JINDAL FORGING/ANY I.S APPROVED MAKE	6392 : 1971

LIST OF APPROVED MAKES			
9	WELDING ELECTRODES	ADVANI OERLIKON/ESAB/D&H SECHERON/HONAVAR ELECTRODES/MAILAM INDIA/ROYAL ARC ELECTRODES/MARUTI WELD/GEE	817
10	BOLTS & NUTS (PIPELINE WORK)	TVS /NEXCO /TRIANGLE / TATA/ AS PER IS	1367
11	COMPRESSED ASBESTOS GASKET	CHAMPION / HINDUSTAN FERRADO / PERMANITE	2712 : 1998
12	PRESSURE GAUGE	H GURU / FEIBIG / MANOMETER INDIA	3624 : 1987
13	UNION	I.S APPROVED MAKE	1239
14	STEEL BUSH	I.S APPROVED MAKE	1239
15	M.S CAP	I.S APPROVED MAKE	1239
16	AIR COMPRESSOR	ELGI/INGERSOL RAND/ GVR/ IRA	5456 : 1985
17	MECHANICAL AIR GAUGE (FOOT TYRE INFLATOR)	ELGI, OTHER EQUIVALENT MAKE	8411 : 1977
18	DIGITAL TYRE INFLATOR	ELGI/ IRA/ GVR	
19	PRESSURE VACUUM VALVE	OPW MODEL NO: 623V, FRANKLIN FUELLING MODEL NO: 802, MORISON BROS CO, NEOGI, TRISTAR ENGG & CHEMICAL CO	
20	BRAIDED RUBBER HOSE	SWASTIC/GATES/DUNLOP	10733
21	BITUMINOUS PAINT	SHALIMAR OR EQUIVALENT APPROVED MAKE	9862
22	BITUMEN MASTIC	SHALIMAR OR EQUIVALENT APPROVED MAKE	5871 : 1987
23	ZINC PHOSPHATE PRIMER	JENSON & NICHOLSON / ICI /BERGER /ASIAN PAINTS /KANSAI NEROLAC /SHALIMAR	104 : 1979
24	SYNTHETIC ENAMEL PAINT	JENSON & NICHOLSON / ICI /BERGER /ASIAN PAINTS / KANSAI NEROLAC/ SHALIMAR	2932 : 2003
25	ALUMINIUM PAINT (GENERAL PURPOSE)	JENSON & NICHOLSON / ICI /BERGER /ASIAN PAINTS / KANSAI NEROLAC/ SHALIMAR	2339 : 1963
26	SPRAYED ALUMINIUM AND ZINC COATING ON IRON AND STEEL	JENSON & NICHOLSON / ICI /BERGER /ASIAN PAINTS / KANSAI NEROLAC/ SHALIMAR	5905 : 1989
27	C.I /DI MANHOLE COVER	NECO / ARECO	1726 : 1991
28	CORROSION PROTECTION TAPE (COAL TAR BASED)	RUSTECH / TAPEX / CORPO / PARAMOUNT/IWL	15337 : 2003
29	SILICA GEL TRAP ASSEMBLY	APPROVED MAKE	3401 : 1992
30	MS CHEQUERED PLATE	APPROVED MAKE	3502 : 1994

LIST OF APPROVED MAKES			
31	GI PIPE AND FITTINGS FOR AIR AND WATER	TATA /JINDAL / ZENITH /EQUIVALENT IS APPROVED MAKE	1239
C. SPECIAL WORKS			
SL.NO	MATERIALS	APPROVED MAKES	IS CODE REF.
1	False ceiling for canopy (150F)	M/s Swathi Build Tech Pvt. Ltd, M/s Harsons & Associates, M/s HL Passey Engineering Pvt. Ltd, M/s Interarch Building Products Ltd, M/s Intersil Metallic Products, M/s Kamakshi Roll Form Industries, M/s Kayathri Consultants Pvt. Ltd, M/s ManorathEngg Works, M/s Steel India Corporation, M/s Yash Fabtech Enterprises, M/s SKB Traders	COLD ROLL STEEL : IS 513-2008 Galvanizing : IS 277 ORGANIC COATING: IS 14246
2	Hi-Rib Bare Galvalume,Hi-Rib Galvalume colourcoated,GI Hi-Rib,GI Hi-Rib colour coated roof sheeting /Gutter /Flashings/ Klippon Galvalume Roofing Sheet	M/s Swathi Build Tech Pvt. Ltd, M/s Harsons & Associates, M/s HL Passey Engineering Pvt. Ltd, M/s Interarch Building Products Ltd, M/s Kamakshi Roll Form Industries, M/s Kayathri Consultants Pvt. Ltd, M/s Manorath Engg Works, M/s Steel India Corporation, M/s Yash Fabtech Enterprises,M/s Intersil Metallic Products, M/s SKB Traders	COLD ROLL STEEL :IS 513-2008 Galvanizing : ASTM A792M ORGANIC COATING: IS: 15965
3	Interlock concrete pavers for driveway and parking	S R Concrete Industries / Midas Stone Arts/ Lovely Tiles / Prandeep Industries or equivalent make meeting specification, subject to prior approval from AGCL	AS PER BS 6717 : PART1 : 1986 AND AS PER IS 1237 1980 IS: 15658 - AFTER PRIOR APPROVAL FROM AGCL
4	Acrylic Emulsion/ Semi Acrylic Emulsion	ASIAN PAINTS / KANSAI NEROLAC / BERGER / ICI / JENSON & NICHOLSON/ SHALIMAR	15489, 354
5	Wall putty	ALTEK / ASIAN / JK PUTTY / BIRLA	
6	Octagonal/Conical Light pole	PHILIPS / BAJAJ / WIPRO/ NEZONE/Crompton	
7	Pole light fixtures (FLP/NON FLP)	PHILIPS / BAJAJ / WIPRO/HAVELS/ NEZONE/Crompton/BALIGA/SUDHIR/ RICHA	10322
8	PVC colour sheeting	FINOLEX OR EQUIVALENT MAKE	6307
9	Linear Lighting Systems for Canopy	C&S ELECTRIC, BAJAJ ELECTRICALS LTD., WIPRO, Havells, Crompton	
10	Canopy Light fittings – LED	WIPRO/PHILIPS/BAJAJ/CROMPTON/Havells	
11	RETRACTABLE STAIRS (FULL ASSEMBLY)	M/s WOODFIELD, M/s LoadTec, M/s Carbis, M/s Silea, M/s SVT, M/s Kanon, M/s Emco Wheaton, M/s WLT	As per Technical Specifications

LIST OF APPROVED MAKES			
12	LGSF/Porta Cabin/ Prefab Building	Aishra Technofab Engineers, Bahal Buildcon Pvt Ltd, Cactus Profiles Pvt Ltd, Kamakshi Metal Building Products , MGI Infra Pvt Ltd., Mitsumi Housing Pvt. Ltd, National Infra Industries Limited, Nipani Infra and Industries Pvt Ltd, N R Equipments SCC Infrastructure Pvt. Ltd., Volta Green Structures Pvt Ltd Or equivalent make with prior approval of AGCL	
13	FLEXIBLE PIPES	FGS Eco Flex – M/s Sumo Hitech (Distributor), Smart Flex (M/s Nupigeco, SPA of Italy) – M/s General Energy Management Systems (Distributor), Halock (M/s Hallingplast, Norway) – M/s Kiran Construction Company Engineers & Contractors (Distributor), Upp (M/s Tatsuno – Auth. Service partner for installation ) – M/s Franklin Fueling Systems India Pvt Ltd (Distributor) , KPS - M/s Dover India Pvt Ltd., (Distributor), ZEPPINI (M/s ZEPPINI Industrial e Commercial Ltd) - M/s Gilbarco Veeder Root India Pvt. Ltd (Distributor). KW Engineering / OPW	
14	FRP chambers/ Sump for underground tank	Dover India Pvt Ltd-OPW Halock, Marco Tech (Dealer: Kiran Construction Company) Franklin Fuel Systems Pvt ltd, Tatsuno, Zeppini Ecoflex (Gilbarco Veeder Root Pvt Ltd) Or equivalent make with prior approval of AGCL	
15	Composite Manway Cover (Circular)	Instrument Research Associates Pvt ltd, Halock, Amlite (Dealer: Kiran Construction Co), Dover & OPW, Franklin Fuelling System Or equivalent make with prior approval of AGCL	
16	Composite Manway Cover (Square)	Instrument Research Associates Pvt ltd, Dover & OPW, Tatsuno Or equivalent make with prior approval of AGCL	
17	FRP Chamber/Sump for dispenser	Dover India Pvt Ltd-OPW Halock, Marco Tech (Dealer: Kiran Construction Company) Franklin Fuel Systems Pvt ltd, Tatsuno, Zeppini Ecoflex (Gilbarco Veeder Root Pvt Ltd), Instrument Research Associates Pvt ltd Or equivalent make with prior approval of AGCL	



LIST OF APPROVED MAKES

D. ELECTRICAL WORKS

SL.NO	MATERIALS	APPROVED MAKES	IS CODE REF.
1	High Mast Tower (20.0Mtr height)	Bajaj, Philips, CGL	
2	Non flame proof light fittings for High mast tower	Bajaj, Philips ,CGL , Wipro	
3	1.1 K.V PVCAPVC /XLPE insulated armoured aluminium conductor cables	CCI, Torrent , Universal, Gloster, Polycab, Havells, Gemscab, FINOLEX, SARK, UNIVERSAL, ASIAN, RPG, KEI, Anchor	1554 : Part 1 : 1988, 8130 : 1984, 7098 : Part 1
4	1.1 K.V PVCAPVC/XLPE insulated armoured copper / control cables	CCI, Torrent , Universal , Rallison ,Gloster, Polycab, Havells, Gemscab, NICCO, FINOLEX, SARK,UNIVERSAL,ASIAN, RPG, KEI	1554 : Part 1 : 1988, 8130 : 1984, 7098 : Part 1
5	Copper flat cable for submersible pump	UNIVERSAL, CCI, V-Guard, Rallison, Havells, FINOLEX, POLYCAB,SARK, RPG	694 : 1990, 8130 : 1984
6	Cable glands & lugs (non flameproof)	MIC, HPI, Braco, Prabhat,Hex, Densons,Mseal, Raychem RPG,	8308 , 8309 :1987, 12943:1990
7	Cable termination kits, straight joint kits	Raychem RPG, M-seal, Lycab, Super Seal	7093 : 1973 , 8438, 9553 : 1987
8	Flame proof cable glands	Baliga, Flexpro, FCG Power, Expotecta, CEAG, SUDHIR	8308 , 8309 :1987, 12943:1990
9	GI pipe medium duty for cable laying	TATA, Jindal, Nezone,	1239 Part 2 : 1992
10	Hot dip galvanized M.S cable trays	Classic, Fixotech, Metalica, Pilco	3954 : 1991
11	PVC channel type cable trays	SFX or approved equivalent	
12	Flame proof cable junction boxes	BALIGA, FLEXPPO, FCG POWER, EXPOTECTA, CEAG, HESEL, SUDHIR	10606 : 1983, 14772 :2000
13	Maintenance free chemical earthing system – safe earthing electrode	Ashlok or approved equivalent	3043 : 1987
14	Lightning Protection System	Any Approved make	2309 : 1989
15	Indicating Lamps (LED type )	TECHNIK, SCHNEIDER, SIEMENS,BCH, C&S, L&T, CROMPTON, BAJAJ	1901 : 1978
16	Indicating meters	AE,MECO, L&T,ENERCON, IMP, VKE, GEC, RISHAB, KAYCEE, SALZER, KEI	1248 Part 2 : 2003
17	Selector Switches	Kaycee, Rishab ,L&T ,Salzar, Siemens, SCHNEIDER	13947 Part 5 :2004
18	Current Transformers	AE, AE,INTRANS ,KAPPA, INTECH, PGR, POWERTECH	2705 Part 1,2 :1992, 4201 : 1983
19	Relays	Alstom, Siemens, JVC electronics ,Enercon, L&T, SCHNEIDER	3842,3231, 4483 & 8686

LIST OF APPROVED MAKES			
20	Switch disconnecter fuse units/changeover switches(switch fuse or onload type)	L&T,Siemens, Schneider Electric ,HPL, C&S	13947 : 1993, 2004
21	Moulded case circuit breaker (MCCB)	MDS, SIEMENS,L&T,HAGER ,SCHNEIDER, LEGRAND, Havells	13947 : 1993, 2004, 60947 : 2003
22	HRC Fuses/Fuse Carriers	L&T,Siemens, Schneider Electric ,HPL, C&S	2086 : 1993, 9926 :1981, 13703 : 1993
23	Miniature circuit breaker(MCB)/Residual current circuit breaker(RCCB)/Residual current breaker operated(RCBO)	MDS, Siemens, L&T Hager ,Schneider, Havells, BCH, Standard, LEGRAND	13032 : 1991
24	660/1100 volt grade FRLS PVC insulated single core unsheathed wire with copper conductor /Flexible copper conductor	Lapp Kabel, Rallison, V-Guard, Anchor, Havelles Kundan, Finolex, KEI	1554:Part 1 :1988, 8130 : 1984
25	Rigid PVC / Flexible conduits & accessories	Precision, Clipsal, Lapp Kabel, Diamond, Balco, Universal, Avon plast	9537 : Part 1:1980 & Part 3: 1983 , 3419 : 1988
26	Metal switch boxes	MK, Anchor, MDS Legrand	2675 : 1983, 13947 :2004
27	MS junction box, MS fan box	HOMELITE, PEW, GUPTA, MK INDIA, ANCHOR, LEADER , LISA, CROMPTON, HAVELLS, LEGRAND, C&S, GE	14772 : 2000
28	Switches, sockets, bell push, electronic regulators,telephone, TV, RJ 45 sockets etc piano type	Anchor, M.K India, MDS, Legrand, GE, Havells,	3854 : 1997, 11037 : 1984, 1293
29	Modular type switches, Sockets, bell push, electronic regulators, telephone, TV, RJ 45 sockets etc	Anchor, Crab Tree, MK India, Clipsal, MDS, Legrand, Havells	3854 : 1997, 11037 : 1984, 1293 : 2005
30	Telephone cable	Delton, Ciplox, Five star, FINOLEX, HAVELLS	10579 : 1983
31	TV co-axial cable	Any approved make	5662 : 1991
32	Cat 6 computer cable	Any approved make	
33	Metal clad plug & socket	L& T Hager, Havells, Siemens Schneider Electric ,MDS, Indo Asian STANDARD, BCH	1293 : 2005
34	MCB distribution board	MDS, Siemens,L&T Hager ,Schneider, Havells, Indo Asian	13032 : 1991
35	Surge Arrestors	MDS, Siemens,L&T Hager ,Schneider, Havells	13032 : 1991
36	DOL starters ,star delta starters	Siemens,L&T, Schneider Electric , C&S, Crompton Greaves	13947 : 1993, 2004
37	Swaged tubular yard light poles/ hollow section poles	Unique poles or any approved equivalent	2713 part 1,2,3 :1980

LIST OF APPROVED MAKES			
38	Light fittings & control gears	Havells ,Philips, Wipro, Crompton greaves, Bajaj,	2418 :1977, 10322 : 1987, 10947 :1984, 13383:1992
39	Flame proof lighting fixtures	BALIGA, CEAG, EXPROTECTA, FLAMEPROOF EQUIPMENTS PVT LTD, SUDHIR	2206 Part 1 : 1984
40	Lamps/ chokes etc	Crompton greaves, Philips, Havells, Bajaj, Wipro	5081:1990, 15111:2002, 1534:1977,221 5:2006,6616:19 82,9900,9974:1 981,13021: 1991
41	Ceiling Fans	Crompton, Usha, Khaitan, Anchor, Orient, Bajaj, Ortem, Havells	374 : 1979
42	Exhaust Fans	Crompton, Alstom, Almonard/Bajaj / Havells	2312 : 1967
43	Calling bell	Anchor, M.K India, MDS, Legrand	302, 2268 : 1994
44	Capacitors (MPP HD)	L&T, Universal ,Sahasprague LTD, Crompton Greaves/ SIEMENS	13340 : 1993
45	SMF type lead acid batteries	Exide, Rocket, Standard furukava, AMCO, Amaron, Panasonic	12292 : 1988
46	Servo voltage stabilizer	Miracle, Consul, Aplab, Silicon, Sen Pandit, Vi Guard, Hi-Tech Systems/Opto/Numeric	9815 : 1994
47	Integrating meters	SIMCO, L&T,ABB,Siemens ,AE,Enercon	1248 Part 3 : 2003
48	Mono block pumps / Submersible pump/Other pumps	Kirloskar,KSB, Texmo, Sulzar, Suguna, Varat, Flowmore Ltd/Wilo Mather & Platt Pumps Ltd./ Crompton	9079: 2002, 8034 : 2002
49	Rubber mats for electrical purpose	Rubber Product Ltd., Prabhat Elastomer, Any IS approved make	5424 :1969
50	FIRST AID KIT	Any IS approved make	13115 : 1991
51	Vacuum Circuit Breaker	Siemens/Schneider/Crompton Greaves Ltd./L&T	
52	Dry Type Transformer	Raychem RPG / Sai Electricals /Volt amp/ ABB/Crompton, SCHNEIDER /ALSTOM LIMITED/CROMPTON GREAVES LTD. BHARAT BIJLEE LTD./INDCOIL TRANSFORMERS PVT LTD.	
53	LED Lamp Fittings	Crompton Greaves/Havells/ Bajaj/Philips/Wipro	
54	Industrial Type Panel Boards	Siemens, L&T, Schneider, Hindustan Controls and Equipments Pvt Ltd., Mahindra Electricals./Highnor.	

LIST OF APPROVED MAKES			
55	Electrical Panels for RO	Brahmaputra Controls & Panels / Siddhi Vinayak Power Solutions / SN Engg/ AK / Highnor	
56	Components of Panel	Siemens, L&T, SCHNEIDER	
57	Battery Charger	Chloride Power, Chhabi Electric- Mumbai, Hindustan Controls and Equipments Pvt. Ltd. Or as approved by EIC	
58	Battery	AMCO, Exide, Amaron	
59	Capacitor Banks	ABB, L&T, EPCOS, Or as approved by EIC	
60	DG set	ENGINE: KIRLOSKAR/ASHOK LEYLAND/ CUMMINS/GREAVES COTTON/M&M/CATERPILLER/JACKSON/ MITSUBISHI CORPORATION	
		ALTERNATOR: KIRLOSKAR/CROMPTON/STAMFORD /SIEMENS/BHEL	
Notes:			
1) In case of all the above IS publications, references shall be made to the latest versions as amended and revised up to date. Among the listed approved manufacturers/makes, the items used should be of ISI approved make unless otherwise specified and subject to final approval of AGCL.			
2) Equivalent make shall be permitted only if sufficient documentary evidence is produced to prove non-availability of stipulated make and written approval of AGCL is obtained. No extra payment shall be made by AGCL in this regard.			

**Technical Specifications for False Ceiling and Profile Sheet Roofing****Technical Specification for 150F/200F Flush Panel False Ceiling**

#	Particulars	Parameter	Technical Details
1	Base Material	Cold rolled steel	Cold rolled steel conforming to IS:513-2008
		Yield Stress	Min.240Mpa (Testing as per IS:1608-2005)
		Tensile Stress	Min.300Mpa (Testing as per IS:1608-2005)
		Base Metal Thickness	For Ceiling Panel:0.45mm ForCarriers:0.55mm (Testing as per ASTM/SRTL/SOP/MECH-11)
2	Coating/ Painting on Base Metal	Hot dip metallic Coating	Steel surface shall have Hot dip metallic coated with Zinc coating (galvanizing) as per IS277.
		Coating Mass	Total mass of the coating on both sides shall be 120 gms/sqm. (Total on both sides as determined by triple spot tests).
		Top Side painting thickness	20-25 Microns. i.e. 15-18 microns Regular Modified Polyester (RMP) paint, over 5-7 microns epoxy primer
		Back side painting thickness	8-10Microns. i.e. (RMP) paint over epoxy primer
3	Total Coated Thickness(T CT)	Total Coated Thickness (TCT)	For Ceiling Panel:0.50mm, For Carriers:0.60mm (As per IS: 14246)
4	Protective guard film	Thickness	Min.25 Micron

**Other Details:**

#	Parameter	Details
5	Length	For Ceiling Panel: Max up to 6000mm For Carriers: Max up to 5000mm
6	Width & Depth	For Ceiling Panel:150mm wide x 17mm deep (With tongue & groove interlocking arrangement).  For Carriers:34.5mm wide x 48mm deep.
7	Span	For Carriers:1000mm center to center For Suspenders:500mm centre to centre
8	Approx mass of the completed ceiling	Approx.6.50Kgs/sqmtr.

9	Method of Laying of ceiling panel	The ceiling panel shall be clipped into carriers which are suspended from steel trusses/purlins with the help of GI suspension angle of size 25x25x0. 5 mm thick by means of rigid suspension system meant for exterior. The longitudinal joints of two panels shall be butt-joined with a special type of panel splice to be fixed from inner side. The carrier will be joined with carrier splices maintaining a module of 150mm. The spans shall not exceed as recommended and manufacturer recommendations shall be followed, on installation procedure.
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### Technical Specification for Klippon Galvalume Steel Profile Sheets

#	Particulars	Parameter	Technical Details
1	Base Material	Cold rolled steel	Cold rolled steel conforming to IS:513-2008
		Yield Stress	Min.275Mpa (Testing as per IS:1608-2005)
		Base Metal Thickness	0.50mm (Testing as per ASTM/SRTL/SOP/MECH-11)
2	Coating /Painting on Base Metal	Hot dip metallic Coating	Steel surface shall have hot dip metallic coating of Al-Zinc alloy comprising 55% Aluminium, 43.5% Zinc and 1.5% Silicon as per the ASTM-A792M. The steel have organic coating with Silicon Modified Polyester(SMP) paint on continuous coil coating line.
		Coating Mass	Total mass of the coating on both sides shall be 150gms/sqm. (Total on both sides as determined by triple spot tests).
		Top Side painting thickness	20-25 Microns i.e.15-18 microns Silicon Modified Polyester (SMP) paint, over 5-7 microns epoxy primer
		Back side painting thickness	8-10 Microns i.e. Silicon Modified Polyester (SMP) paint, over epoxy primer
3	Total Coated Thickness (TCT)	Total Coated Thickness(TCT)	0.58MM (As per IS:15965)
4	Protective guard film	Thickness	Min.25 Micron

#### OTHERDETAILS:

#	Parameter	Details
5	Size of sheet / Profile	6000mmLongx475mmwideoverall.(Coverwidth406mmto550mm)
6	Roofing dimensions	Roofing shall be approx. 6.20Kgs/sqmtr.

		Recommended span for wind load as per IS-875-1993 Roofing sheets according to the site requirement. The overall profile width of the Sheet is 400 to 550mm
7	Method of Laying of sheets	The sheets are to be fastened to roof purlins with the help of special type of fixing clips and self-drilling Zinc coating fasteners of 12x25 mm size. These sheets do not require any fastening holes through the sheets. The two fasteners are inserted only through the two punched holes. Four dimples are also provided in clip but there are not for auxiliary fasteners but for provided strength to the clip only. The clip has a short return leg & a long return leg. The clip must be positioned with the short leg engaging over the female rib of under lapping sheet. The supply of sheets shall be factory cut in required Length as per the site requirement.
8	Ridge Capping /Flashing	Ridges/Flashing will be supplied in required width of the similar roof material up to a length of 2500 mm and will be fixed with the help of self-drilling. Zinc coated fasteners of size 12x25 mm at a max of 500mm centre to centre gap in length.

- 2.2** The works at site will be supervised by AGCL site engineer. It shall be the responsibility of the contractor to ensure that the works are carried out with due inspection of works by Site Engineer /PMC agency as per approved QAP at every stage of work. Further it shall also be the responsibility of the successful tenderer to submit bills for payment, which are duly certified by Site Engineer. Bills shall be processed for the works completed, measured and entered in the MB duly signed by both successful tenderer and TPI. During execution of works, it shall be noted that deviations shall be put up duly endorsed by TPI agency.
- 2.3** CONTRACTOR shall as a part of his obligation sign an agreement for secrecy of the drawings / documents with AGCL. CONTRACTOR, hereby, expressly undertake to keep all the drawings/documents as well as other Technical information given in the CONTRACT-DOCUMENT secret and shall not divulge or leak or otherwise cause to be known to the competitors or others having any interest in such process in anyway the contents in any form, shape or method.
- 2.4** Contractor shall have to take all safety precaution for carrying out hot work in the premises after obtaining hot work permit from location in charge at his own cost as directed by the Engineer-In-Charge. Necessary safety equipment such as safety belts, helmets and other equipment are to be positioned by the contractor and use as per requirement.
- 2.5** Safety distance as per PESO Rules and Oil Industry Safety Directorate shall be maintained strictly during construction.
- 2.6** Any casualty or damage caused to property or person by any untoward incidents while executing this contract will be at the contractor's risk and cost.
- 2.7** The contractor shall also abide by hot work permit to be taken on day to day basis from the location as per policy of AGCL.
- 2.8** Checklist as in the "Do's and Don'ts for Construction Site at Retail Outlets" and "Construction Safety Checklist for Retail Outlets" shall form the part of tender and work order conditions. Contractors are required to comply with these conditions.
- 2.9** The contractor shall deploy a licensed electrical contractor for doing the electrical works.
- 2.10** The successful tenderer shall be responsible for observance of all conditions as

per Appendix furnished along with GCC with regard to safety.

- 2.11** The site will be handed over to the party on "as is where is" basis.
- 2.12** The Contractor shall take care for cleaning the working site from time to time for easy access to work site and also from safety point of view.
- 2.13** Working site should be always kept cleared up to the entire satisfaction of the Site Engineer. Before handing over any work to owner, the contractor in addition to other formalities to be observed as detailed in the document, shall clear the site to the entire satisfaction of Engineer-in-Charge.
- 2.14** Contractor shall arrange to dispose of debris and any other waste product created while carrying out the work, outside Corporation's premises. The Contractor shall take due care while disposing of such waste materials and ensure that any rules/regulations laid down by Municipal Corporation or any other statutory body are not violated. The Contractor shall be responsible and answerable to any complaint arising out of improper disposal of waste material. Quoted rate shall involve the cost of same and no extra payment shall be made towards this account.
- 2.15** The Contractor shall clear the site of works as per the instructions of the Site Engineer. The site of works shall be cleaned of all men, site equipment, materials, etc and shall be delivered back to AGCL in a clean and neat condition as required by the Site Engineer within a period of one week after the job is completed after ensuring that all surfaces spoiled during the works such as floors, walls, glass panels, etc. are spotless clean.
- 2.16** In case of failure to do so by the Contractor, AGCL shall have the right to get the site cleared at the risk and cost of the Contractor.
- 2.17** Entire work shall be executed as per the AGCL specifications for civil, electrical & mechanical works. All the bought out items used in the construction shall be sourced from the approved vendors of AGCL. However, on the specific request of the Contractor, AGCL may approve name of any other vendor not included in the approved list.
- 2.18** AGCL may appoint Third Party Inspectors (TPI) for inspection of work at various stages of construction and as per the QAP & AGCL specifications.
- 2.19** Over and above the inspections carried out by TPI if engaged, the work will also be inspected by the Engineer/Engineers from AGCL and PMC.
- 2.20** Contractor shall provide all necessary assistance to the TPI / AGCL engineers for carrying out inspections/ tests / measurements of work without any extra cost to AGCL.
- 2.21** All the materials shall be got approved before use. In case defective/sub-standard materials are brought at site and rejected by TPI / AGCL site Engineer, the same shall have to be removed immediately within 3 days from the site at their own cost. AGCL shall not entertain any claim from the Contractor on this account. In case, Contractor fails to remove such materials from the site, within 15 days after issue of notice in writing, AGCL reserves the right to dispose off such materials at the entire risk and cost of the Contractor.
- 2.22** The Contractor shall make arrangements for retention of samples of approved materials till completion of work.
- 2.23** Contractor shall bear all expenses towards testing of materials as per QAP and AGCL specifications. Repeat tests if required, as per the opinion of AGCL shall also be conducted by the Contractor at no extra cost. The lab tests shall be carried out at any Govt Engg College/Govt University/Labs with NABL accreditation /Govt Labs, Govt recognized test houses and test houses with



ISO accreditation. However, at its discretion, AGCL may advise to carry out tests at a particular laboratory, which shall be binding on the Contractor

**2.24** Contractor shall provide all the necessary equipment required for field tests to maintain the quality of work as per QAP and AGCL specifications. The following instruments should be available at all times during the execution of work:

- 2.33.1.1 Slump Cone
- 2.33.1.2 Weighing Instrument
- 2.33.1.3 Gauge for measuring Dry Film Thickness (0-1000 $\mu$ )
- 2.33.1.4 Vernier/Micrometer Screw Gauge
- 2.33.1.5 Concrete Cube Moulds-6nos.
- 2.33.1.6 Weld Gauge

**(xvii) Any other clause deemed fit to be included**

**2.25** Successful tenderer shall abide by all safety/security regulations that need to be followed inside a petroleum depot premises & as per the instruction of AGCL officials.

**2.26** The contractor is required to take necessary care to protect to the existing nearby structure while carrying out his scope of work. Any damage caused to other property shall be rectified at his own cost.

**2.27** The contractor shall cooperate with other contractors for smooth execution of project related works. Along with the works covered under this contract other works shall be carried simultaneously by other Contractors. The Contractor shall extend full co-operation to the other Contractors and the works shall be carried out in such a way as not to affect the progress of the project. Any damage caused to other works shall be rectified by the Contractor at their entire risk and cost.

In case of irreconcilable conflict in non-technical matters between provisions in separate contract documents governing the same aspect, the following shall prevail in order of preference;-

1. Formal contract
2. Acceptance of tender
3. Price schedule annexed to the letter of acceptance
4. Agreed variations annexed to the letter of acceptance
5. Addenda to the tender documents.
6. Special terms and conditions of contract
7. Special Instructions to tenderer
8. General conditions of contract
9. Instructions to tenderers

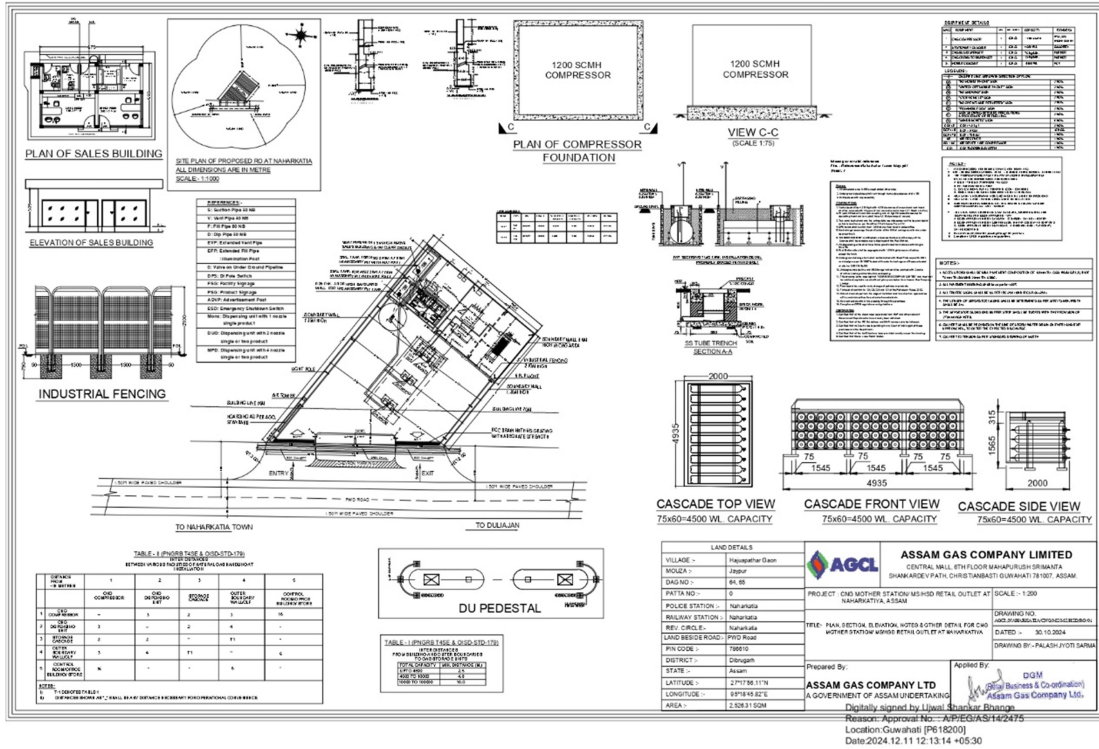
A variation or amendment issued after the execution of the formal contract shall take precedence over the formal contract and all other Contract Documents. Notwithstanding the sub divisions of the tender document into several sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

**2.28** The successful bidder shall be required to position an effective project management team at site consisting of a minimum of designated project manager, QC/QA Engineer and dedicated HSE Engineer as per the qualifications tabulated below.

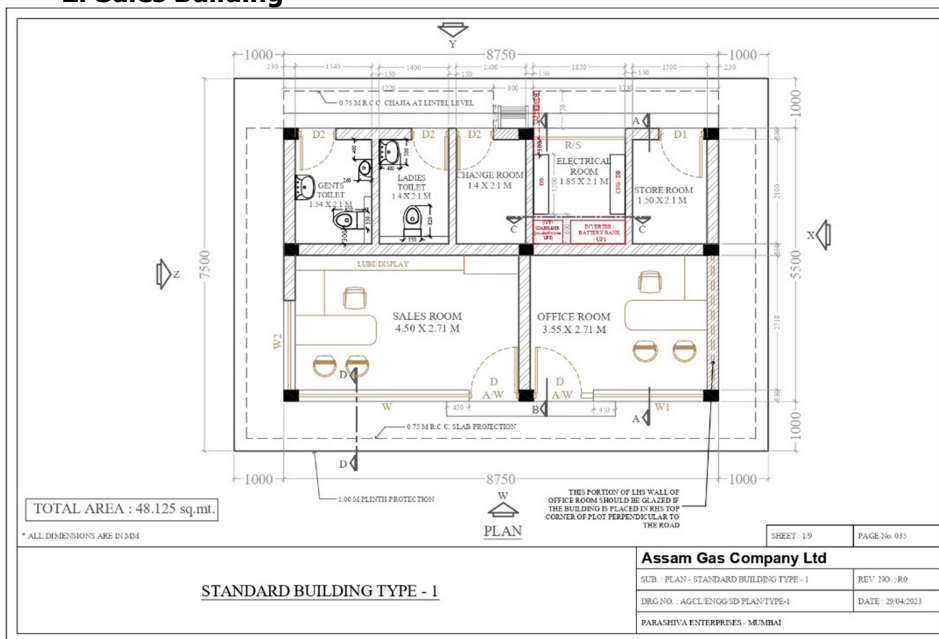
**2.29** The table stipulates only the minimum qualification of manpower required at site for the three functions and additional engineers / technical staff shall be positioned based on the requirements at site.

# Specifications, Documents & Drawings attached separately

## 1. Layout of the proposed site



## 2. Sales Building



## **PART B': COMMERCIAL BID**

### STATEMENT OF CREDENTIALS

(To be filled by the tenderer in the uploaded Excel File)

NOTE:

1. Incorrect/ false declaration will result in disqualification.
2. Necessary supporting documents to be enclosed.
3. AGCL reserves the right to assess the Tenderer's capacity and capability if necessary by visiting/ inspecting recently executed/ under execution of works.

**PROFORMA OF DECLARATIONS TO BE FURNISHED BY THE TENDERERS**

**DECLARATION-'A'**

We declare that we have complied with all the conditions of the tender including technical specifications, drawings, GCC & all the documents etc. forming part of tender.

**Date:**  
**Place:**

**Tenderer's  
Signature & Seal**

**DECLARATION-'B'**

We declare that we do not have any employee who is related to any officer of AGCL/ Central/ State Governments of India.

**OR**

We have the following employees working with us who are near relatives of the Officer/Director of AGCL/Central/State Government in India.

<b>Name of the employee of the Tenderer</b>	<b>Name &amp; designation of the Officer of AGCL/Central/State Governments</b>

**Date:**  
**Place:**

**Tenderer's  
Signature & Seal**

**DECLARATION-'C'**

The Tenderer is required to state whether he is a relative of any Director of Assam Gas Company Limited or the Tenderer is a firm in which any Director of our Corporation or his relative is a partner or any other partners of such a firm or alternately the Tenderer is a private company in which Director of Assam Gas Company Limited is a member or Director.

S/N	PARTICULARS	DETAILS
1	Name of the Tenderer and his Relations with the Director in AGCL .	
2	Name of the Director of AGCL who is related to The Tenderer.	
3	Name of the Director of AGCL who is a member or a Director of the firm.	

**Date:**  
**Place:**

**Tenderer's  
Signature & Seal**

**DECLARATION-'D'**

Tenderer is required to state whether they have employed any retired Director and above rank officer of ASSAM GAS COMPANY LIMITED in their firm. If so, details hereunder to be submitted.

S/N	PARTICULARS	DETAILS
1	Name of the person	
2	Post last held in AGCL	
3	Date of retirement	
4	Date of employment in the firm	

**Date:**  
**Place:**

**Tenderer's  
Signature & Seal**

Note:

- a. A separate sheet may be attached, if the above is not sufficient.
- b. Strike out whichever is not applicable. If the tenderer employs any person subsequent to signing the above declaration and the employee/s so appointed happens to be the near relatives of the Officer/Director of AGCL/Central/State Governments, the tenderer should submit another declaration furnishing the name/s of such employee/s who is/are related to the officer/s of AGCL/ Central/ State Governments.
- c. List of Directors of AGCL Board is attached.

**PROFORMA OF DECLARATION OF BLACKLISTING/HOLIDAYLISTING  
(FORMAT TO BE TYPED ON BIDDER'S LETTER HEAD, AS THE CASE MAY BE)**

**(In the case of a Proprietary concern)**

I hereby declare that neither I, in my personal name nor in the name of my Proprietary concern, M/s \_\_\_\_\_, which is submitting the accompanying Bid/Tender, nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Partner are presently on any blacklist or holidaylist declared by ASSAM GAS COMPANY LIMITED or by Ministry of Petroleum and Natural Gas(MOPNG) , nor any inquiry is pending by Assam Gas Company Ltd. Or MOPNG, in respect of any corrupt or fraudulent practice(s) against me or any other of my proprietorship concern(s) or against any partnership firm(s) in which I am or was at the relevant time involved as a partner, except as indicated below:

*(Here give particulars of blacklisting or holiday listing, and / or inquiry and in absence thereof state "NIL")*

It is understood that if this declaration is found to be false, in any particular, Assam Gas Company Limited, shall have the right to reject my/our/bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including black listing or holiday listing) available to Assam Gas Company Limited.

**(Name, Seal & Signature of Bidder)**

Place:

Date:

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**(In the case of a Partnership Firm)**

We hereby declare that neither we, M/s \_\_\_\_\_, which is submitting the accompanying Bid/Tender, nor any partner involved in the said firm either in his individual capacity or as proprietor or partner of any other firm or concern presently are placed on any blacklist or holiday list declared by Assam Gas Company Ltd. or by Ministry of Petroleum and Natural Gas(MOPNG), nor any inquiry is pending by Assam Gas Company Limited. Or MOPNG ,in respect of corrupt or fraudulence practice(s) against us or any partner or any partner or any other concern or firm of which he is proprietor or partner, except as indicated below:

*(Here give particulars of blacklisting or holiday listing, and / or inquiry and in absence thereof state "NIL")*

It is understood that if this declaration is found to be false, in any particular, Assam Gas Company Ltd., shall have the right to reject my/our/bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including black listing or holiday listing) available to Assam Gas Company Limited.

**(Name, Seal & Signature of Bidder)**

Place:

Date:

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-

**(In the case of Company)**

We hereby declare we are presently neither placed on any holidaylist or blacklist declared by Assam Gas Company Limited. or by Ministry of Petroleum and Natural Gas(MOPNG), nor any inquiry is pending by Assam Gas Company Limited or MOPNG in respect of corrupt or fraudulent practice(s), except as indicated below:

*(Here give particulars of blacklisting or holiday listing, and / or inquiry and in absence thereof state"NIL")*

It is understood that if this declaration is found to be false, in any particular, Assam Gas Company Limited, shall have the right to reject my/our/bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including black listing or holidaylisting) available to Assam Gas Company Limited.

**(Name, Seal & Signature of Bidder)**

Place:

Date:

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**(In the case of Consortium)**

We hereby declare that none of the member of Consortium are presently placed on any holiday list or black list declared by Assam Gas Company Ltd. or or by Ministry of Petroleum and Natural Gas (MOPNG), nor any inquiry is pending by Assam Gas Company Ltd. Or MOPNG in respect of corrupt or fraudulent practice(s), except as indicated below:

*(Here give particulars of blacklisting or holiday listing, and / or inquiry and in absence thereof state"NIL")*

It is understood that if this declaration is found to be false, in any particular, Assam Gas Company Ltd., shall have the right to reject my/our/bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including black listing or holidaylisting) available to Assam Gas Company Ltd.

**(Name, Seal & Signature of Bidder)**

Place:

Date:

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**PROFORMA OF TENDER NOT TAMPERED  
(TO BE SUBMITTED ON LETTERHEAD OF THE BIDDER DULY SIGNED AND STAMP)**

*Note: Copy to be uploaded along with tender and original to be submitted during documents verification.*

Subject:Tender No: \_\_\_\_\_ due on \_\_\_\_\_.

**I/We** \_\_\_\_\_ **(Name of Bidder), hereby declare that:**

- I/We have not tampered or modified the subject tender document in any manner and before uploading, same has been cross-checked with documents hosted on your e-portal <https://Assamtenders.gov.in>. In case, if same is found to be tampered/modified, I/We understand that my/our tender will be summarily rejected and EMD/ SD may be forfeited and I am/ we are liable to be banned from doing business with and/ or prosecuted.
- I/We, hereby confirm that if any discrepancy observed in the submitted tender even at a future date, I/We will abide by all the terms and conditions as per all the documents hosted including Addendums/Changes/Corrigendum, on your e-portal related with subject tender. I/We further assure that we agree to all the decisions confirmed in Pre-Bid Meeting of the subject tender.

**Bidder's Signature & Seal**

**Date:**

**Place:**

**Witness:-**

- 1) Name & Address: \_\_\_\_\_  
\_\_\_\_\_
- 2) Name & Address: \_\_\_\_\_  
\_\_\_\_\_



**PAYMENT TO VENDORS THROUGH ELECTRONIC MODE**

Payment system to Vendors through Electronic Modes such as EFT, RTGS etc. has been introduced by AGCL. For availing this facility, a consent letter from the Vendor as also the Bank Account details of the Vendor is required.

Tenderers are requested to submit their Consent Letter as per the format given below along with the enclosures as required:-

**Dated:**

**To,  
Assam Gas Company Limited  
Duliajan-786602**

Dear Sir,

With reference to your advice, we hereby agree to accept the payment of our bills through "RTGS/NEFT/Electronic Mode".

The desired bank account details are given below:

1.	Vendor Code allotted by AGCL in SAP, if any	
2.	Name of Beneficiary (i.e AGCL Vendor)	
3.	Name of the Beneficiary's Bank	
4.	Address of the Beneficiary's Bank Branch	
5.	Contact details of Branch with STD Code	
6.	Beneficiary's Bank Account No. (as per cheque copy)	
7.	Beneficiary's Account Type (SB/CC/CA)	
8.	Beneficiary's Bank IFSC Code(11Digit)	
9.	Mobile No of Beneficiary (One Number only)	
10.	E-Mail Id of Beneficiary (One Mail Id only)	
11.	PAN Card No of the Firm/Proprietor	
12.	Service Tax Registration No	
13.	GST No.	

A blank cancelled cheque leaf relating to the above bank account is enclosed for verifying the accuracy of the bank account details.

I hereby declare that the particulars given above are correct and complete. I agree to receive transactional SMS/ E-Mail Alerts from AGCL with regard to my bill payments.

**(Signature of Account Holder)  
Seal of the Vendor**

Encl: Cancelled

Cheque

\*\*\*\*We hereby confirm that the above bank account details of beneficiary are correct in all respects and the account of Beneficiary (AGCL vendor) is maintained at our bank branch.

(Name of Bank &  
Branch)

**Authorized Signatory**

\*\*\*\*Verification required only in case vendors name is not printed/ appearing on the cancelled cheque leaf being submitted to AGCL office

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## **SAFETY DECLARATION**

(on acceptance of tender, to be submitted by successful bidder)

### **I/We hereby declare and confirm that:**

1. I/we shall strictly adhere to safety standards stipulated in the Safety Practices during construction stipulated in the Oil Industry Safety Directorate (OISD) without exception.
2. I/we shall provide, without any exception, safety helmets & safety shoes to all our employees/workmen/ labourers working at AGCL locations (Retail Outlets, Consumer Outlets, Depots, Terminals, AFS's or any other location not specified here) for the purpose of rendering services to the AGCL under the subject Contract.
3. I/ We shall provide, without any exception, Safety Belts to all our workmen/ labourers working at heights (Including building rooftop, canopy roof top,etc.) for the purpose of rendering services to AGCL under the subject Contract.
4. I/We have read and understood the provisions of Clause 16 of the Special Terms & Conditions of Contract regarding safety at worksites.
5. I/We shall be bound to pay a penalty of Rs. 5000/- for every incident of non-provision of safety shoes/safety helmet/ safety belts occurring during the pendency of the contract.
6. I/We shall take safe height working permit for working at heights.
7. I/We shall be solely responsible for any accident resulting from unsafe practices or due to non-adherence to safety standard stipulated by the OISD. Any injury / loss of life resulting from the above shall be solely at our risk & cost and we shall bear and pay solely and absolutely all costs, charges and expenses including legal charges incurred in this connection.
8. That AGCL is not bound to be responsible, legally or otherwise, for any acts and/or consequences of unsafe practices during execution of works during the pendency of the contract.
9. The person signing this declaration is the authorized signatory.

**Signature:**

**Name:**

**Address:**

**Date:**

<b>INDEMNITY BOND UNDERTAKING FOR ESIC</b>
--

*(On acceptance of tender, this undertaking shall be submitted on stamp paper of Rs.1000)*

THIS INDEMNITY BOND/ UNDERTAKING executed at  
 .....this.....day of.....by  
 M/s ..... hereinafter called  
 The "Contractors" (which expression shall mean and include if the context so admits, the partners or partner for the time being of the Firm and their or his respective heirs, executors and administrators; its successors and assigns in law) in favour of ASSAM GAS COMPANY LIMITED a Company incorporated under the Companies Act I of 1956 and having its Registered Office at Duliajan, District: Dibrugarh, Pin:786602, PO: Duliajan hereinafter called "AGCL"(which expression shall include its successors and assigns in law).

AND WHERE the Contractors are bound by law to comply with the provisions of various Labour Laws like State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979, Contract Labour (Regulation and Abolition) Act 1970, Workmen's Compensation Act 1923, Employees State Insurance Act as also the Provident Fund Act by the Contractors but in the event of violation of the provisions of various amenities and facilities to the workers under the different labour laws, not only the Contractors but also AGCL as the principal employer becomes liable for the acts of omissions and commission by the Contractors.

IT IS THEREFORE THE INTENT OF THIS INDEMNITY BOND UNDERTAKING BY THE CONTRACTORS to indemnify and keep indemnified AGCL as stated hereinafter:

1. The Contractors hereby undertake to furnish a certificate with regard to the number of labourers employed by them in Corporation / in other organization throughout the country to the Location in Charge of AGCL where the work is undertaken by the Contractors.
2. The Contractors hereby confirm and state that they are duly registered under Contract Labour (Regulation and Abolition) Act1970 as amended from time to time and that they undertake to furnish a certified copy of the requisite License obtained by the Contractors from the competent authority to AGCL representative.
3. The Contractors hereby undertake to keep proper record of attendance of his labourers and will give opportunity to the officers of AGCL to supervise the same and confer upon AGCL's representative the right to countersign the said register if so required by AGCL. The Contractor shall provide a copy of the pay sheets to the Location In Charge of AGCL nominated by AGCL for supervision of the payment of wages made to the labourers by the contractors and also confer the right on AGCL for supervision of the payment of wages made to the labourers by the Contractors and also confer the right on AGCL representative to supervise the payment of wages to the labourers on the spot whenever required by AGCL.
4. The Contractors state they are fully aware of the provisions of the ESIC Act, and the rules made there under. The Contractors hereby confirm that the said act and the rules made thereunder are not applicable to them since the labourers so far employed were not on continuous basis and that they are exempted from the purview of the said Act and the rules made thereunder and they are therefore not required to obtain a separate Code Number from the Regional ESIC Office.
5. The Contractors hereby undertake and agree that in event of any claim on account of ESIC liabilities arising in future, they shall keep AGCL duly indemnified against all losses, damages, charges, expenses, penalties, suits or proceedings which AGCL may incur, suffer or to be put to on that account.
6. The Contractor hereby agree, confirm and declare that they have fully complied and will comply with the provisions of various labour laws, particularly those referred to herein above and that no violation of the provisions of various amenities and facilities to the workers under different laws has been done by them and in the events of any past or future violation of the various labour laws the contractors shall indemnify and keep AGCL duly indemnified against all losses, damages, costs, expenses, penalties, suits or proceedings which AGCL may incur, suffer or be put to.

7. The Contractor hereby agree that the aforesaid indemnity undertakings are in addition to and not in substitution of the terms and conditions contained in the Empanelment documents and the Agreement executed by the Contractors with AGCL.
8. The Contractor hereby confirm, agree and record that these terms of undertaking and indemnity shall be irrevocable and unconditional and shall be binding on their heirs, executors, administrators and legal representative and shall ensure for AGCL benefit and for the benefit of its successors and assigns.
9. That all question, disputes and differences between the Contractor and AGCL arising under the bond/undertaking shall be referred to arbitration in the same manner as indicated in the contract to be entered into between the Contractors and AGCL for the above Tender.

**Signature:**

**Name & Address Seal:**

**Date:**

**DECLARATION**

*(On acceptance of tender, this undertaking shall be submitted on stamp paper of Rs.100)*

**Sub.: Contract/ Work Order No.....Dated.....**

We shall

- 1) Deploy trained and competent employees who are physically fit and are not suffering from any chronic or contagious diseases.
- 2) Be responsible and liable for payment of salaries, wages and other legal dues of our employees for the purpose of rendering the services required by AGCL under the above contract and shall maintain proper books of account, records and documents. We shall however as the employer, have the exclusive right to terminate the service of any of our employees and to substitute any person instead.
- 3) Be responsible and liable for payment of salaries, wages and other legal dues of our employees for the purpose of rendering the services required by AGCL under the above contract and shall maintain proper books of account, records and documents. We shall however as the employer, have the exclusive-right to terminate the services of any of our employees and to substitute any person instead.
- 4) Comply in all respects with the provisions of all statues, rules and regulations applicable to us and /or to our employees and in particular we shall obtain the requisite license under the Contract Labour (Regulation and abolition) Act 1970 and the rules made thereunder.
- 5) Ensure that our employees while on the premises of AGCL or while carrying out their obligations under the contract, observe the standards of cleanliness, decorum, safety and general discipline laid down by AGCL or its authorized agents and AGCL shall be the sole Judge as to whether or not we and/or our employees have observed the same.
- 6) Personally and exclusively employ sufficient supervisory personnel exclusively to supervise the work of our employees so as to ensure that the services rendered under this contract are carried out to the satisfaction of AGCL.
- 7) Ensure that our employees will not enter or remain on AGCL's premises unless absolutely necessary for fulfilling our obligations under the contact.
- 8) Not do or suffer to be done in or about the premises of AGCL anything whatsoever which in the opinion of AGCL may be or become a nuisance or annoyance or danger or which may adversely affect the property, reputation or interest of AGCL.
- 9) Not do so suffer to be done in or about the premises of AGCL anything whereby any policy of insurance taken out by AGCL against loss or damage by fire or otherwise may become void or voidable.
- 10) Be liable for and make good any damage caused to AGCL's properties or premises or any part thereof or to any fixtures or fittings there of or therein by any act, omission, default or negligence on our part or on the part of our employees or our agents.

- 11) Indemnify and keep indemnified AGCL, its officers and employees from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against AGCL by or on behalf of any person, body, authority and whatsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which AGCL may now or hereinafter be liable to pay, incur or sustain by virtue of or as a result of the performance or non-performance or observance or non-observance by us of the terms and conditions of the contract. Without prejudice to AGCL other rights, AGCL will be entitled to deduct from any compensation or other dues to us the amount payable by AGCL as a consequence of any such claims, demands, costs, responsible for death, injury or accidents to our employees which may arise out of or in the course of their duties on or about AGCL'S property is made liable to pay any damages or compensation in respect of such employees, we hereby agree to pay to AGCL such damages or compensation upon demand. AGCL shall also not be responsible or liable for any theft, loss, damages or destruction of any property that belongs to us our employees lying in AGCL's premises from any cause whatsoever.
- 12) It is hereby declared that we are, for the purpose of this contract independent contractors and all persons employed or engaged by us in connection with our obligations under the Contract shall be our employees and not of AGCL.
- 13) On the expiration of the contract or any earlier termination thereof, we shall forthwith remove our employees who are on AGCL's premises or an part thereof failing which, our employees, agents, servants etc. shall be deemed to be trespassers and on their failure to leave AGCL's premises, AGCL shall be entitled to remove all persons concerned (if necessary use of force) from AGCL's premises and also to prevent them (if necessary by use of force)from entering upon AGCL's premises.
- 14) We hereby undertake and declare that, in the event the workmen / employees / person engaged by us ("the Contractors' employees") to carry out the purpose hereof, attempt to claim employment with AGCL or attempt to be declared as employees of AGCL or attempt to become so placed, then in all such cases, we shall assist AGCL in defending all such attempts of the Contractor's employees AND we shall bear and pay solely and absolutely all costs, charges and expenses including legal charges incurred or which may be incurred in defending all such attempt and in any appeal or appeals filed by AGCL therein or relating thereto AND we hereby indemnify forever AGCL against all such costs, charges and expense including legal charges and against all and any loss, expenses or damages whether recurring or not, financial or otherwise, caused to or incurred by AGCL; as a result of such attempt by the Contractors' employees.

**Contractor's Signature Or Authorized Attorney To be witnessed by Notary**

**BANK GUARANTEE PROFORMA IN LIEU OF SECURITY DEPOSIT****(To be executed on Stamp paper of appropriate value)**

1. In consideration of the Assam Gas Company Limited having its Registered Office at \_\_\_\_\_ (hereinafter called "The Company") having agreed to exempt \_\_\_\_\_ (hereinafter called "The said Contractor(s)/ Supplier(s)/-Seller(s)") from the demand under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called "The said Agreement"), of Security Deposit for the due fulfillment by the said Contractor(s) / Supplier(s) / - Seller(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), we \_\_\_\_\_ (hereinafter referred to as "The Bank" at the request of \_\_\_\_\_ Contractor(s)/Supplier(s)/-Seller(s) do hereby undertake to pay to AGCL an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by AGCL by reason of any breach by the said Contractor(s) / Supplier(s) / - Seller(s), of any of the terms or conditions contained in the said Agreement.
  
2. We \_\_\_\_\_ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the AGCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by AGCL by reason of breach by the said Contractor(s) / Supplier(s) / -Seller(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) / Supplier(s) ` failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_
  
3. we undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) / - Seller(s) in any suit or proceeding pending before any court or Tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal.
  

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) / - Seller(s) shall have no claim against us for making such payment.

  
4. we, \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of AGCL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ office/ department at \_\_\_\_\_ certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) / Supplier(s) / - Seller(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before we shall be discharged from all liability under this guarantee thereafter.
  
5. We, \_\_\_\_\_ (indicate the name of Bank) further agree with the AGCL that the company obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s)/ Supplier(s)/- Seller(s) from time to time

or to postpone for anytime or from time to time any of the powers exercisable by AGCL against the said Contractor(s) / Supplier(s) / - Seller(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) / Supplier(s) / - Seller(s) or forbearance, act or omission on the part of the company or any indulgence by the company to the said Contractor(s) / Supplier(s) / - Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the Bank or the Contractor(s)/ Supplier(s)/-Seller(s).
7. We,\_(indicate the name of Bank) lastly undertaken to revoke this guarantee during its currency except with the previous consent of AGCL in writing.

**Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_**

**For \_\_\_\_\_**

**(Indicate the name of bank)**

**Place:**

**Date:**



**UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR**

*(On letter head of bidder)*

I/We hereby declare that:

- a) We are committed to elimination of child labour in all its forms.
- b) Neither we nor any of our nominated sub-contractor(s) are engaging Child Labour in any of our work(s) in terms of the provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable laws.
- c) We as well as our nominated sub-contractor(s) undertake to fully comply with provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable labour laws, in case the work is awarded to us.
- d) It is understood that if I/We, either before award or during execution of Contract, commit a transgression through a violation of Article b /c above or in any other form, such as to put my/our reliability or credibility in question, the Owner is entitled to disqualify us from the Tender process or terminate the Contract, if already executed or exclude me / us from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Owner. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday-listing of the Owner.
- e) I/We accept and undertake to respect and uphold the Owner's absolute right to resort to and impose such exclusion.

**Place:**

**Date:**

**Signature of Bidder:**

**Name of Signatory:**

**UNDERTAKING BY THE TENDERER(S)**  
**(To be submitted on letterhead)**

**Name of Work:**

**Tender No:**

We confirm that we have quoted the rates in the tender considering Inter-alia the

1. Tender Document(s)
2. Additional Document(s) (if any)
3. BOQ Document (Price Bid Format) (if any)
4. Corrigendum (if any)
5. Specifications of the Item
6. General Terms and Conditions

We \_\_\_\_\_(Name of the Tenderer) hereby certify that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all corrigendum/addendum issued, if any. Our offer is in conformation to all the terms and conditions of the tender including all corrigendum/addendum. In the event our offer is found acceptable and contract is awarded to us, the complete tender document shall be considered for constitution of Contract Agreement.

SIGNED FOR AND ON BEHALF OF TENDERER(S)

Name of Tenderer(s)

Date: \_\_/\_\_/\_\_\_\_

Place:

Seal & Signature of Tenderer:

**PERFORMA FOR DECLARATION ON NCLT/NCLAT/DRT/DRAT/COURT RECEIVERSHIP/LIQUIDATION**  
**(to be submitted in Letterhead along with Bid)**

**Tender No:**

**Bidder Name:**

I/We hereby declare that I/We/M/s\_\_\_\_, declare that:

1. I/We am/ are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date

Or,

2. I / We am/are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per details mentioned below.  
(Attached detail with technical bid)

**Note: Strike out which is not applicable.**

It is understood that if this declaration is found to be false, ASSAM GAS COMPANY LTD. shall have the right to reject my/our bid, and forfeit the EMD. If the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including black listing or holiday listing) available to Assam Gas Company Ltd.

Place:

Signature of Bidder:

Date:

Name of Signatory:

## UNDERTAKING FOR BUSINESS TRANSACTION STATUS OF BIDDERS

**Name of Work:**

**Tender No:**

I/We hereby declare that I/We/M/s:

A. We hereby confirm that we have not transferred our ownership rights either in whole or part to another entity or under process of transfer.

**OR**

I/We have transferred my/our ownership right in whole/part to other entity/entities as per details below:

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**OR**

I/We are in process of transferring my/our ownership rights in whole/a part to other entity/ entities as per details below:

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(Strike Out Not Applicable Part)

B. I/We understood that AGCL reserves the right to reject the tender of any entity, which has transferred its ownership rights in whole or in part or which is in process of transfer without assigning any reason for such rejection.

C. I/We also understood that failure or refusal to share the information regarding their status of any kind of business transfer process/restructuring, etc., in this tender or at any later stage, as applicable, my/our tender is liable to be rejected by AGCL and without prejudice to any other remedy or action available with AGCL, AGCL shall suspend the bidder from being eligible for bidding/ award of all future contract (s) of ASSAM GAS COMPANY LIMITED for a period of one year from the date of committing this breach under Clause.

**Date:**

**Place:**

**Tenderer's Signature & Seal:**

**UNDERTAKING ON NO MULTIPLE BIDDING  
(to be submitted on Letter Head)**

I/We, the authorized signatory of M/s \_\_\_\_\_ participating in the subject **Tender Ref.No.....** for the job of **ABCD**, do hereby declare:  
I. I/We have not submitted multiple bids i.e., more than 1 bid either individually or in any combination of person (individual capacity, proprietor, affiliates, partnership, association of persons, Company).

II. I/we am/ are aware that, in case found that such multiple bids are submitted, all such bids are liable for rejection.

**Stamp and Sign of Bidder**

**Authorized Signatory**

**FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

(to be executed on non-judicial Stamp paper of appropriate value)

1. In consideration of the ASSAM GAS COMPANY LIMITED (hereinafter called 'The Company') having agreed to accept from \_\_\_\_\_ (name of the tenderer) (hereinafter called 'the said tenderer') Earnest money in the form of Bank Guarantee, under the terms and conditions of tender No. \_\_\_\_\_ dated \_\_\_\_\_ in \_\_\_\_\_ connection with \_\_\_\_\_ (mention the details of the tender) (hereinafter called "the said tender"), for the due observance by the said tenderer of the stipulation to keep the offer open for acceptance for a period of \_\_\_\_\_ days from the date of the opening of the tender and other stipulations of the tender we, \_\_\_\_\_ (indicate the name of the bank) hereinafter referred to as 'the Bank' at the request of \_\_\_\_\_ (mention the name of the tenderer) do hereby undertake to pay on demand to the ASSAM GAS COMPANY LIMITED an amount not exceeding Rs. \_\_\_\_\_. In the event of the said tenderer having incurred forfeiture of earnest money as aforesaid or for the breach of any of the terms or conditions or the stipulations of the said tender and/ or the contract if awarded including but not limited to non- performance of the contract caused due to revision in price/ pricing basis after close of the pricing part of the tender under an order of the ASSAM GAS COMPANY LIMITED.
2. We \_\_\_\_\_ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the ASSAM GAS COMPANY LIMITED stating that the amount claimed is due by way of forfeiture of earnest money or any loss or damage caused to or suffered or would be caused to or suffered by the ASSAM GAS COMPANY LIMITED by reason of breach by the said tenderer any of the terms or conditions or stipulations contained in the said tender or by reason of the tenderer's failure to perform the stipulations of the said tender. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We \_\_\_\_\_ (indicate the name of the bank) undertake to pay to the ASSAM GAS COMPANY LIMITED any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or Tribunal or arbitrator relating there to our liability under this present being absolute and unequivocal. The payment so made by the bank under this bond shall be a valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.
4. We \_\_\_\_\_ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the terms, conditions or stipulation of the said tender and that it shall continue to be enforceable till all the dues of the ASSAM GAS COMPANY LIMITED under or by virtue of the said tender/ contract have been fully paid and its claims

Satisfied or discharged or till ASSAM GAS COMPANY LIMITED certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tender and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.

5. We \_\_\_\_\_ (indicate the name of the bank) further agree with the ASSAM GAS COMPANY LIMITED that the ASSAM GAS COMPANY LIMITED 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 tender or to extend time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the ASSAM GAS COMPANY LIMITED against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said tender and shall not be relieved from our liability by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of ASSAM GAS COMPANY LIMITED or any indulgence by the ASSAM GAS COMPANY LIMITED to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the bank or the tenderer.
7. We, \_\_\_\_\_ (indicate the name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the ASSAM GAS COMPANY LIMITED in writing.

Dated the \_\_\_\_ day of \_\_\_\_ 20\_\_  
For \_\_\_\_\_  
(indicate the name of bank)

Place:  
Date:

**PARTICULARS OF BIDDER FIRM**

Name of Work:

.....  
.....  
.....

Tender Ref. No.:

.....  
.....  
.....

e-Tender ID:

.....  
.....  
.....

- (A) Name of the Bidders Firm:
- (B) Type of Firm:
- (C) Proprietor/ Partners/ Directors and shareholding:

**Date:**

**Place:**

**Tenderer's Signature & Seal:**