

ASSAM GAS COMPANY LIMITED

(A GOVT. OF ASSAM UNDERTAKING)

Tender No: SYS/GIS/59/04/V/43 dated: 01.09.2022

E TENDER No. SYS/GIS/59/04/V/43

BID DOCUMENT FOR

Establishment of GIS Management System for CGD Network of Assam Gas
Company LTD.

OPEN DOMESTIC COMPETITIVE BIDDING

Assam Gas Company Limited

P.O. Duliajan

Dist Dibrugarh

Assam - 786602

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SECTION-I

INVITATION FOR BID

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1.0 Background

Assam Gas Company Ltd. (AGCL) (here in after called as Owner/AGCL), is an ISO 9001: 2008 certified, 60 years old Natural Gas transmission and distribution company, wholly owned by the Govt. of Assam with its registered office at Duliajan, Dist: Dibrugarh, Assam 786602. The company transports Natural Gas through its integrated pipeline infrastructure to several market segments i.e., Power, Fertilizer, Petrochemicals, Industrial, Commercial, Domestic households & commercial establishments primarily located in upper Assam.

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

At present, AGCL is transporting Piped Natural Gas (PNG) to 42000 nos. of domestic households and 1200 nos. of commercial establishments in Upper Assam.

AGCL is extending pipeline network to cover all the towns/areas within its geographical area with a vision to connect one lakh PNG connections in 2-3 years. Therefore, it is required to “Establishment of GIS Management System for domestic & commercial consumers for Assam Gas Company LTD.”

AGCL invites e- bids on Open Domestic Competitive Bidding basis for ‘Establishment of GIS Management System for domestic & commercial consumers for Assam Gas Company LTD “under single stage two envelop system from the eligible bidders meeting the Bid Evaluation Criteria as detailed herein. The bids are to be submitted on-line through e-procurement system of Govt. of Assam i.e., www.assamtenders.gov.in.

Your offer must be complete in all respect and must contain confirmation/compliance to all points of enclosed Bidding Documents without any deviations i.e., ZERO DEVIATION OFFER, failing which your offer will be liable for rejection.

2.0 Brief Scope of Work

- Development of Web based GIS asset management system of PNG network integrated with desktop based GIS software and mobile application.
- To capture the geo-reference coordinates of the grid wise PNG network of domestic & commercial consumers along with customer database.
- To capture details of the PNG/CGD pipelines network, with 5 m both side corridor mapping for 11 Grid office locations of AGCL.
- All the pipelines laid shall be identified in GIS through geo-referenced coordinates.
- All features in the pipelines shall be mapped in GIS systems for investigations or future planning.
- The GIS based Asset Management Software should not be from an open source developed product and the technology should be from the OEM. Bidder to submit self-declaration in this regard. Bidder found to have a Conflict of Interest to this clause shall be disqualified.
- GIS Server Software licensing should not depend on the cores of physical server or hardware(Core Independent licensing)
- The GIS Software should be from reputed OEM based proven industry standard Commercial off-the-Shelf (COTS) technology and should exist in the market for past 7 years. OEM’s self-certificate with proofs to be furnished.
- The OEM software proposed by the bidder must have been used in any PSU/ government sector during last 07 years. Declaration from OEM of these experiences should be submitted

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- The development team of OEM firm for the proposed software for any Technological changes (Development/Customizations/New Features additions) shall be available and operational in India in seven years from the date of the signing of contract. Certificate of incorporation to be furnished
- GIS Server Software licensing should not depend on the cores of physical server or hardware (Core Independent licensing). The GIS server proposed should be minimum of 16 core.

- A. Development of Grid wise PNG/CGD Network Maps of domestic & commercial consumers for project areas around 4000 Kms.
- B. Natural Gas Pipeline system: Consisting of Natural Gas Steel Pipelines and PE pipelines along with all accessories used for transporting of Gas to domestic & commercial consumers.

2.1 Details of Scope of work :

A. DEVELOPMENT OF GRID NETWORK MAP FOR ENTIRE PROJECT AREA

A.1 Purchase HRSI images for the project area

- a. The Contractor shall procure 0.5 m Ortho-rectified true Resolution Satellite Image(HRSI) Procurement from NRSC for the project area/Area of interest.
- b. The imagery should be latest image (Not more than 6 months old).
- c. The original procured HRSI image shall be the property of users along with all necessary original documentation and metadata.
- d. The party shall perform all the activities/ formalities to acquire images from NSRC. However, user will provide necessary official communication to the party in this regard if required.
- e. Cloud free Satellite imageries shall be procured for the area of interest
Area of Interest :
 - 1.Golaghat Gas Grid Area
 - 2.Jorhat Gas Grid Area
 - 3.Sivasagar Gas Grid Area
 4. Dibrugarh Gas Grid Area
 5. Tinsukia Gas Grid Area

A.2 Processing of High-Resolution Stereo Satellite images

- a. Establishing ground control point through DGPS having accuracy of ± 10 mm and at interval of 0.5 km.
- b. Minimum 10 hours observation to be required for establishment of Base Station and it will also connect with IGS Station.
- c. GCP also required for Geo-rectification of Satellite Imagery. (Minimum 1 GCP required for every 500 M)
- d. Geo-rectify the Satellite Image as per GCP.
- e. Feature Extraction from Satellite Image for preparation of Base Map (For AOI): Extract the various features like Road central line, Road Edge, others ground features within the project area like permanent structures, trees, land use pattern along the route.
- f. Preparation of Base Map for pipeline corridor of Network area.
- g. Incorporate the administrative data / map such as District/Taluk/Village details, Roads (NH, SH & other major/minor roads), Police station, Hospital, Schools details etc.
- h. Supply, installation, testing & commissioning of Desktop GIS Software for addition/deletion/editing of new GIS data in cloud server.
- i. Features for adding existing GIS data/map in the proposed software.

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B. For Natural Gas pipeline system:

- a. Survey of Underground Natural Gas pipeline using GPR, EPL & ETS Instruments or any other suitable equipment.
- b. Preparation of GIS based Natural Gas pipeline of domestic customers Network Mapping with 5 M Corridor Map.
- c. Identify the Gas pipeline POI, route corridor along with installations such as PRS station, terminals, SVs, IPs, meters etc. Geospatial features of the area so as to visually represent the geographical locations.
- d. Total length of Pipeline, TLP location, TR unit, vulnerable point, valve etc (PRS, T-point, inter connect point etc) and Anode bed should be shown in GIS MAP.
- e. Providing of pipeline Point-of-Interest (POI) information along the pipeline Right of Use (RoU) notification number such as Turning points (TP), CP Test Lead points (TLP), Sectionalizing Valves, Pipeline Stations/Offices, and Pipeline Crossings etc. on top of the map.
- f. Identify and mapping of Pipeline diameters in Steel/TP/CGD PE.
- g. Identification and mapping of Depth Ground Level and Coordinate in every 10 M interval along with the Pipe line.
- h. Identify the chainage and show in map every 20 M interval.
- i. Preparation of detail map with 5m both side from the centre of the existing Natural Gas Pipe line and show all features like Road, Water Bodies, Landuse, habitation, EHV network, habitate area, building foot print, Dhaba, Restaurants, Industries, workshops. Forest Land etc.
- j. Ground truthing is required for the preparation of above map.
- k. Preparation of alignment sheet and drawing.
- l. Convert all maps in GIS platform.

2.3 Web based GIS software application :

- a. Prepare a Web Application in GIS platform and incorporate all prepared corridor data map. Supply, Installation, configuration, integration and commissioning of a web based GIS system for Gas Pipelines with all accessories and required licenses
- b. Facilities to view and query all data of the pipeline corridor such as location of markers, CP points, turning points, crossings, cadastral information etc.
- c. Updated Corridor Map and others map details.
- d. Incorporate satellite images / other Open source map with pipeline route.
- e. Spatial Tools for Planning, Decision Making & Analysis for Emergency Support or Spatial & Non spatial Searching.
- f. The GIS software should allow the users to perform advanced spatial analysis like buffering and spatial attribute-based analysis on web based Portal and results will be visualized on the map
- g. The GIS software should support different open interfaces and web-services as OGC WMS, OGC WMTS, OGC WFS etc.
- h. The software should support connecting and accessing directly from different industry-popular databases like Oracle, PostgreSQL and Microsoft ® SQL Server etc.
- i. The application should have tool to select or unselect and identify features.
- j. The software should be able to support different formats like JPEG, PNG, GeoTIFF, Text file, File Geodatabase (FGDB) etc along with stored in different database.
- k. The software should be compatible with Google Maps, Bing™ Maps, MicroStation, AutoCAD etc.
- l. There should be features for generating/downloading/printing as per requirement.
- m. The application should allow users to choose the output format as JPEG, PNG, PDF etc for Map services.
- n. The administrator should be able to manage the application from a single location to configure Web-services, Server parameters, Logging configuration, Cache configuration and web applications.
- o. The system should be cloud compatible.

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- p. The application should support to print maps with legends as per user requirement and spatial data in different formats like jpg, png, pdf etc.along with different sizes.
- q. The GIS software should have any other features for digitization of data and complete the GIS asset management system.

2.4 Features of web Based Application:

- a. The application will run on a Windows platform in the client end with an user friendly GUI.
- b. Development of Web based GIS Applications with integrated customized mobile application (on iOS / Android Platform) for Implementation, Asset management and Operation & maintenance with Smooth User Facility
- c. Open Source database to be used which will reside in the cloud server.
- d. Graphically display the position on a screen with different levels of zoom.
- e. Application should support representation of the Entities/Objects/Elements in different colors based on the attribute criterion.
- f. Be user-friendly environment where required functions can be quickly developed efficiently operated and maintained.
- g. Provision for data editing capability.
- h. Able to overlay raster image.
- i. Facility to prepare hardcopy maps.
- j. All Logs should be stored in system.
- k. The arrangement of hosting database in the cloud server will be the responsibility of the vendor.
- l. The software should provide a configurable and customizable browser-based web portal that can be used for finding, viewing, querying, modern map navigation tools of pan and zoom and analyzing geospatial data published by the user
- m. The software should provide the users to measure distances and areas on the map, as well as obtain geographic coordinates of any given point on the web.

2.5 Users : Role based Login.

- a. Administrators: Should have full powers of the software including the User administration, Master Maintenance, Print Management, Backup & Recovery Management Power users. Also Administrator shall have full rights to add/modify/edit/delete/update etc.
- b. Publishers: Authorise and approved changes or editing/modification etc publish the same. Publish new features & maps put up by creator.
- c. Creator Users: Mobile user for filed data capturing. Day to day data entry.Modify/changes existing features, Add new features.
- d. Viewer: View maps/software and querying.

2.6 GIS Desktop Software application

- a. The software Should be OEM based proven industry standard Commercial off-the-Shelf (COTS) technology.
- b. The software should have direct Read access for Shape File, KML, MapInfo, GML, WCS, WFS, WMS and TEXT / CSV / TAB etc format files data format.
- c. The software should have direct Read access for AutoCAD (DWG, DXF) and Microstation Design Files.
- d. The COTS software should have option for On-the-fly projection transformation, Open Multiple Map Viewer Windows in a single workspace, creation of Image Footprint, Spatial Filters.

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- e. The software should have option of creation of Library to store symbology, Style, Legend, Queries, database Connection for distribution.
- f. The Map window tool tips (based on user defined expressions / formulas in addition to existing attributes / layer name) without coding.
- g. It should support Geo referencing of Vector Data. There should be multiple adjustment methods.
- h. The software should have editing option: Splitting, Merging, Copying, Spinning Geometry, Rotating Features, Trimming etc.
- i. The software should have labelling option for Dynamic Label placement which quickly reposition as the user pans or zooms.
- j. The software should allow user to create rules for label placement and these rules should be shareable across the organization.
- k. The software should have designed to perform dynamic, complex, ad hoc analysis. User should be able to create queries, creating a stored logical workflow and enables query results to change automatically in response to data changes.
- l. The software should display analytical results as Business Graphics like Pie Chart & Bar Chart as a GIS layer.
- m. The software should have Rules-based Digitizing, Editing and feature Validation option.
- n. The software should allow users to add frequently used commands in a Quick Access Toolbar like Microsoft® Office.
- o. User should be able to take GIS COTS Software on a window based tablet, laptop computer or field devices, for data collection and analysis using GPS / DGPS etc.
- p. The software should have option to convert raster to Vector Conversion: Grid-to-Line Feature Data, Grid-to Point Feature Data, Grid-to Polygon Feature Data and Vector to Raster Conversion: Point Feature Data to Grid, Line Feature Data to Grid and Polygon Feature Data to Grid conversion.
- q. The software should have option to print Maps as per user requirement without any third party application use.
- r. The software should have any other features for digitization data and complete the GIS asset management system.
- s. Should support Linear Referencing System (LRS) Precision Location and Dynamic Segmentation with Internal & External Markers options.
- t. Software should have functionality to create expression based temporary attribute without changing the actual data. These temporary attributes can be utilized further in subsequent queries.

2.7 Mobile Software application requirement:

1. The Native Mobile Application must work on both, Android and iOS devices.
2. The app should be in English language.
3. The mobile application should be functional in 3G and 4G network. Also the application should allow log in in to the application & capturing data in offline mode.
4. The layer selection option should be there in the proposed mobile application.
5. The app will provide facility to O&M field staff to capture lat-long of fault location and lat-long of end-to-end restoration work completed.
6. The app will provide facility to O&M field staff to capture field photos .
7. The system shall provide mobile applications that can be installed on tablets or smart phones. The mobile applications shall provide at least the following functions:
 - View/Zoom in & out
 - GPS locating
 - Add and Edit elements and structures
 - Upload data to central servers"

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8. The application shall be such that the GIS system shall load the required area along with base-map and existing network into the mobile device and those existing network shall be visible to the surveyor in the field when online or offline.
9. The proposed mobile application shall be able to support both online and offline data. Offline data will be used for field data acquisition when there is no internet connection.
10. The platform shall be used for multiple projects and multiple users.
11. The mobile app should allow snapping tool while capturing the features

2.8 Image Processing Software Specifications

- a. The software Should have geographical connectivity of files across multiple views opened in a single UI.
- b. The software should support raster formats like XML, ECW, , img., tiff, jpeg, shp and other image and GIS data formats should be present; GeoTIFF, JPEG2000, , TIFF etc.
- c. The software should have facility colour correction more than one algorithm like image dodging, illumination equalization, color balancing etc. and should offer automatic and manual mode of correction option in the software.
- d. The software should support Live link with Google Earth Pro for cross checking the ground reality.
- e. The software should support Real time preview and manipulation of geophysical data.
- f. The Software should have Geographic linking & Synchronize multiple Views.
- g. Software should be able to create reports using automatic placement of geographic coordinates along with other configurable values.
- h. The Software should send map view directly to Ms-office PowerPoint, Word, JPEG and GeoPDF along with save and reload multiple LUTs.
- i. The software should be able to automatically adjust LUT values based on pixels displayed in a view.
- j. The software should allow to run the analysis on user defined datasets
- k. Should Provide real-time preview of output, quickly modify & re-run the analysis and Machine learning and Deep learning tools for advanced classification.
- l. Software should able to manage files like raster, vector, point cloud etc .
- m. The Software should have basic and advanced Change Detection tools using various parameters like Pixel mismatch, size filter, spatial filter, spectral filter, and image normalization. Able to run multiple iterations by changing the parameters.
- n. The software should have other features for digitization data and complete the GIS asset management system.

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2.9 Cloud Infrastructure

Purchase, supply and implementation of Cloud based services: Procurement of Cloud services for smooth functioning of the GIS software and all the payments required for the same to the Cloud service (MEITY Approved) provider for a period of 3 Years is within the scope of the Contractor.

After the initial period of 3 years of Cloud services, at Clients discretion, the period of Cloud services can be extended periodically. The payment for such extended periodic Cloud services shall be reimbursed by the client upon production of receipt, however all administrative, logistic and liaising support shall be provided by the Contractor.

Specifications for hosting GIS asset management system:

S.No	Cloud services	Qty	Licensed Core	RAM in GB	Storage	Operating System	Certifications Needed
1	Web Server	1	16	64	1 TB	Windows Server 2019 Standard	SSL
2	Database Server	1	8	64	1 TB	Windows Server 2019 Standard	
3	GIS Workstation	1	8	32	1 TB	Windows 10&11	

2.10 Training:

The Party should Conduct Training program for officers & staff on the developed system. The training should be **imparted in batches of 10 persons for 3 days/batch** at AGCL Duliajan.

2.11 Warranty:

The party will provide comprehensive warranty of the GIS system for 36 months from the date of successful commissioning of the system to maintain the system for required uptime and other services for normal operation.

2.12 Annual Maintenance work (AMC):

The AMC work will be assigned to the successful bidder as per SOR after successfully completion of the warranty period of 36 Months.

2.13. DELIVERABLES

- i) Bill of materials with specification.
- ii) Detail design document.
- iii) Layout diagram.
- iv) All the maps will be delivered in CAD,PDF etc format as well as GIS format in soft copy in 3 set.
- v) All the maps of Natural Gas Pipe Line network should be plotted in 1:2500 or higher map scale and submit 3 set of hard copy.
- vi) Testing and commissioning Report.
- vii) All Geo-coordinate data should be given in KML/KMZ & shape file format.
- viii) All the required licenses details along with cloud server details has to be submitted.

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3.0 COMPLETION PERIOD

The completion period shall be 6 Months (six month) days from the date of receipt of LoI/Work Order.

4.0 BID VALIDITY

The bid shall be valid for a period of 180 (one hundred and eighty) days from the last date of bid submission.

5.0 BIDDING PROCEDURE

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

5.2 Bids must be submitted strictly in accordance with Clause of ITB.

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

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

6.0 The bid will be submitted in two parts:

6.1 PART- I (UN-PRICED BID)

Un-priced bid must be completed with all technical details along with all other required documents including price schedule WITH PRICE BLANKED OUT etc. as per clause of ITB.

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

Power of Attorney

Copy of Work Order and completion certificates as required in BQC.

Duly filled in Forms & Formats as per the tender document.

6.2 PART-II (PRICED BID)

Priced bid shall contain only the prices without any conditions

7.0 DETAILS OF BID DOCUMENTS

Sl. No.	Description	Details
7.1	Tender Document Number	No.SYS/GIS/59/04/V/43 dated 10.09.2022
7.2	Type of Tender	E-Tender
7.3	Tender Document on Sale	16/09/2022 to 08/10/2022
7.4	Tender document fee	INR 2,000/- (Inclusive of GST)
7.5	Site Visit	22.09.2022 at 9:30 AM
7.6	Pre bid meeting date and venue	On 23/09/2022 at 14:30 HRS. IST at AGCL's office at Duliajan. Dibrugarh- 786602

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7.7	Bid Submission date and time	22/09/2022 up to 14:30 HRS
7.8	Bid submission last date and time	10/10/2022 at 11:00 HRS
7.9	Un-Priced bid opening date and Time	10/10/2022 up to 1130 HRS
7.10	Place of Un-Priced bid opening	Chief Manager(System) Assam Gas Company Limited P.O. Duliajan, Dist. Dibrugarh, Assam-786602
7.11	Price bid opening date and time	Date and time shall be intimated later

In case of the days specified above happens to be a holiday in AGCL, the next working day shall be implied.

8.0 DOWNLOADING OF TENDER DOCUMENT

The entire tender document has been webhosted on Assam Govt. e-procurement website and AGCL's website i.e., <http://www.assamtenders.gov.in> and www.assamgas.org respectively. However, Bidder shall be allowed to upload its bid only in <http://www.assamtenders.gov.in> website.

Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the website mentioned above.

9.0 Bid Qualification Criteria (BQC):

9.1 TECHNICAL

- The bidder should be a pre-existing registered partnership/firm/ company/ LLP registered under the relevant Act/regulation/etc.
- The bidder must have experience for last 7 years (as on the date of bidding) in execution of GIS survey and mapping of pre-existing CGD/PNG network of underground steel/PE pipeline of at least 1000 kms.
- The bidder must have designed, developed, installed and maintained a digitized GIS for web, desktop & mobile applications for at least 2 (Two) PSU/Govt. clients during the last 5 (five) year as on date of tender. PO Copies and completion certificate to be submitted
- The Bidder should possess valid CMMI Level 3 and ISO 9001, ISO/IEC 27001 Certification.

9.2 COMMERCIAL:

- The bidder annual turnover average should not be less than Rs. 3.50 Crore for last 3 completed financial years from actions listed in BQC Technical (b) & (C). CA certificate duly seal and signed to be furnished along with audited balance sheet.
- Net worth of the bidder must be positive for the last Financial year. CA certificate duly sealed and signed to be furnished.
- The bidder should have experience for executing and completion of projects as listed to support BQC technical (b) & (C) related project of Rs. 2.8 Cr in a Single Project or Rs. 1.75 crore in 2 Projects or Rs.1.4 cr in 3 Projects in last 3 completed financial Years.

*Above is Total PO value consideration including taxes.

- Technically selected bidders should show Technical Presentation with methodology and instrument to

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be used for executing the project before final selection for opening the Financial Bid. The bidder which is found to be technically not suitable will be disqualified.

10.0 Tender processing fees and Bid security/Earnest money deposit (EMD)

10.1 TENDER PROCESSING FEE

10.1.1 Non- refundable tender processing fee of Rs. 2,000/- (Indian Rupees Two thousand only) related to e-procurement shall be paid online in following Bank Account of AGCL:

Beneficiary Name	Assam Gas Company Limited
A/c No.	10494832011
Bank Name	State Bank of India, Duliajan Branch
IFSC Code	SBIN0002053

Method of paying online tender processing fee:

10.1.2 Option 1: Internet banking through State Bank of India (SBI) or any other Banks listed at State Bank Multi Option Payment System (SBMOPS) on <http://assamtenders.gov.in>

10.1.3 Option 2: In case of non-availability of net banking facility, bidders may submit tender processing fee using NEFT/ RTGS option from any bank against system generated prefilled challan.

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

10.1.5 Bidders which are registered as Micro / Small Companies / Industries under MSME act 2006 or registered as N.S.I.C shall be exempted from submission of Tender Processing Fee. Such bidders must furnish valid document i.e. valid on the date of bid submission date along with bid to avail the exemption.

10.2 BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)

10.2.1 Bid must be accompanied by a bid security amount of Rs. 5,00,000/- (Indian Rupees five lakh only)

10.2.2 EMD/ Bid Security may be paid online in following Bank Account of AGCL:

Beneficiary Name	Assam Gas Company Limited
A/c No.	10494832011
Bank Name	State Bank of India, Duliajan Branch
IFSC Code	SBIN0002053

Method of paying online EMD/ Bid Security are following:

10.2.3 Option 1: Internet banking through State Bank of India (SBI) or any other Banks listed at State Bank Multi Option Payment System (SBMOPS) on <http://assamtenders.gov.in>

10.2.4 Option 2: In case of non-availability of net banking facility, bidders may submit tender processing fee using NEFT/ RTGS option from any bank against system generated prefilled challan.

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

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- 10.2.6 EMD/ Bid security in the form of Bank Guarantee may also be submitted and shall be valid for sixty (60) days beyond the validity of the bid.
- 10.2.7 Bidders which are registered as Micro / Small Companies / Industries under MSME act 2006 or registered as N.S.I.C shall be exempted from submission of EMD. Such bidders must furnish valid document i.e. valid on the date of bid submission date along with bid to avail the exemption.

11.0 PRE-BID MEETING

- 11.1 The bidder(s) or his representative who intend to bid are invited to attend a pre bid meeting which will take place on date specified in the tender document. Bidder(s) queries if any must reach Owner office at least 03 (three) days prior to pre bid meeting date.

12.0 GENERAL

- 12.1 The bids received after bid due time/ date shall be rejected.
- 12.2 Bids through Fax/ E-MAIL are not acceptable.
- 12.3 Bid document is non-transferable. Bid received from the bidders in whose name bid document fee has been submitted shall only be considered. Bidder must submit the bid document fee in their name. Bid document fee shall be submitted by the bidder as defined in tender document.
- 12.5 Contact details of owner is given below
- 12.6 Site visit and participation in pre-bid meeting by the Bidders at their own costs are **compulsory**. Bid submitted by the bidder without Site visit and participating in pre-bid meeting will be rejected outright.
- 12.7 AGCL also reserves the right to award separate work to the successful bidder at the same offered price.
- 12.8 The bidder can also form consortium with reputed firm having experience of executing establishment of GIS Management System. PO Copies and completion certificate to be submitted .
- 12.9 The bidder or the partner must not be under Holiday listing / Blacklisting for last 7 years period by any Govt. body / PSU during period in which the tender is invited. A notarized undertaking to this effect to be submitted by the participating Bidder along with the tender document.
- 12.10 The bidder have work compensation policy for its employees in addition to ESIC registration or any reputed insurance. The existing policy document to be furnished along with ESIC registration document.

13 BIDS FROM CONSORTIUM

- 13.1 Bids from consortium of two or more members (maximum three including leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Bidding Documents. Participating Consortium shall submit the Agreement on NON-judicial stamp paper of appropriate value of consortium agreement.
- 13.2 The Consortium Agreement must clearly define the leader/ lead partner, who shall have to participate in the bidding process on behalf of the consortium. The leader shall be responsible for timely completion of work/ services and shall receive/ send instructions for and on behalf of the consortium during the period the bid is under evaluation as well as during the execution of contract including invoicing and payment and all the correspondence.
- 13.3 The consortium should satisfy the requirement of Bidder Qualification Criteria mentioned in IFB.

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- 13.4 The leader of the Consortium should confirm unconditional acceptance of full responsibility of executing the ‘Scope of work to complete the entire work’ of this tender. This confirmation should be submitted along with the techno-commercial bid;
- 13.5 In case the bidder has an experience as a consortium member and such member has executed earlier a job within its scope as a member of the consortium, which is required as experience as per the qualification criteria in clause no. 9.1 b & c, will be considered. Appropriate documentary evidence to establish are to be submitted to establish such experience.

15.0 RESERVATION BY AGCL

- a. AGCL also reserves the right to award additional work to the successful bidder at the same offered price.
- b. AGCL reserves the right to reject any or all the tenders or accept any tender without assigning any reasons.
- c. AGCL reserves the right to award the work to a single bidder or may split the work to more than 01 (one) bidder as per the lowest total rates.
- d. AGCL also reserves the right to cancel the whole tendering process without assigning any reasons thereof

Chief Manager (System)

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

Mobile No.: +91-94350 05909/7002312233

Email ID: mgbaruah@agclgas.com / ibadur.rahman@agclgas.com

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SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

A. INTRODUCTION

1.0 INTRODUCTION

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

2.0 BIDDING ENTITY

- 2.1 Bids may be submitted by a single person/ entity.

3.0 ELIGIBILITY OF BIDDERS

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

4.0 ONE BID PER BIDDER

- 4.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified. If bid of companies which is managed & controlled by same group of individuals (common owners/ proprietor, common partner/ common directors), the participation in a particular tender by more than one such bidder will not be allowed and bids will be disqualified.
- 4.2 Also, if this fact is known at a later stage during bid evaluation or even after finalization of contract, the award will be made null and void and appropriate action including forfeiting of security deposit in any form and putting the firms on holiday list will be taken.
- 4.3 Alternative bids are not acceptable.

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4.4 Bids from Consortium are allowed with the proper documents as per tender .

5.0 COST OF BIDDING

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

6.0 NON-TRANSFERABILITY OF THE BID DOCUMENTS

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

7.0 SITE VISIT:

The bidders must carry out site visit along with the representatives of AGCL for examination of the site, location of works and its surroundings etc. It is bidder's responsibility to gather all information required for preparing their bid. The dates for site visit are fixed.

B. THE BID DOCUMENTS

7.0 CONTENT OF BID DOCUMENTS

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

Tender document consisting of:

Section – I : Invitation for Bids (IFB)

Section – II : Instructions to Bidders (ITB)

Section – III : ATTACHMENTS 1 - 4

Section – IV : Forms and Formats

Section –V : Schedule of Rates (SOR)

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

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8.0 CLARIFICATION ON BID DOCUMENTS

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

8.2 Any query/ clarification from the bidder shall be considered before 7 days from bid submission date.

9.0 AMENDMENT OF BID DOCUMENTS

9.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by amendment.

9.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause "CONTENT OF BID DOCUMENTS" and shall be hosted on the website <http://assamtenders.gov.in> before bid due date. All the prospective bidders who have attended the Pre-Bid meeting/ submitted bid document fee, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidders query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidders query hosted on the above websites before submitting the bid.

9.3 In order to allow prospective bidders reasonable time to take care of the addendum/ corrigendum into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

9.4 Bidders are advised to visit Govt. portal websites time to time to get updated information/ documents.

C. REPARATION OF BIDS

10.0 LANGUAGE OF BID

10.1 The bid prepared and submitted by the Bidder, as well as, all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be in English.

10.2 In the event of submission of any document/ certificate by the bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder along with the bid.

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11.0 DOCUMENTS CONSTITUTING THE BID

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

12.0 BID FORM

- 12.1 The Bidder shall complete all the Bid Forms attached in Section-V “FORM & FORMAT” of bid document and submit the same as a part of “Techno-Commercial Un-priced bid “as per clause “PREPARATION OF BIDS” of ITB.
- 12.2 In two part bidding as specified in IFB, Bidder shall furnish its sealed bid in two parts, the first part will contain all bid forms with related documents, SOR without prices and bid security but not the price schedule, the second part will contain only price schedule, each such part being furnished in two separate sealed envelopes.

13.0 BID PRICES

- 13.1 The Bidder shall indicate in the appropriate Schedule of Rates, the unit prices including supply & installation, loading & unloading, transportation, cost for providing tools & tackles, equipment, machineries, spares inclusive of all applicable taxes and duties except GST. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.
- 13.2 Bidder must quote for complete scope of work & indicate prices against each SOR item. Bid submitted for part scope shall be rejected.
- 13.3 The bidder shall have to submit the price break up for supply and installation of the items as quoted in the SOR
- 13.4 All corrections and alterations shall be allowed before bid submission.

14.0 PRICE BASIS

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

15.0 CURRENCIES OF BID

Bidders shall submit bid in INR only.

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16.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 16.1 Pursuant to IFB, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 16.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

that the Bidder has the financial, technical, and production capability necessary to perform the contract;

that the Bidder meets the qualification criteria stipulated in the Tender

17.0 BID SECURITY/ EMD

- 17.1 Pursuant to the provisions of IFB and ITB, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Tender.
- 17.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.

17.3 The bid security shall be in one of the following forms:

- unless otherwise specified, a bank guarantee issued by a nationalized bank or a scheduled Indian bank or by the branch of a reputable international bank located in India or by an international reputed bank from abroad provided in that case, the guarantee is confirmed through any bank as above located in India, in the form provided in the bid documents or another form acceptable to the Purchaser and valid for sixty (60) days beyond the validity of the bid; or
- EMD/ Bid Security may be paid on line in following Bank Account of AGCL:

Beneficiary Name	Assam Gas Company Limited
A/c No.	10494832011
Bank Name	State Bank of India, Duliajan Branch
IFSC Code	SBIN0002053

Method of paying online EMD/ Bid Security are following:

- 17.3.1 Option 1: Internet banking through State Bank of India (SBI) or any other Banks listed at State Bank Multi Option Payment System (SBMOPS) on <http://assamtenders.gov.in>
- 17.3.2 Option 2: In case of non-availability of net banking facility, bidders may submit tender processing fee using NEFT/ RTGS option from any bank against system generated prefilled challan.
- 17.3.3 Detailed processes are given in Annexure I, including flow diagram in Annexure II for easier understanding.
- 17.4 Any bid not secured in accordance with ITB Clauses may be treated as non-responsive and rejected.
- 17.5 Unsuccessful bidders' bid security shall be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of validity of the bank guarantee and any extension if required by the Purchaser.
- 17.6 The successful Bidder's bid security will be discharged upon such Bidder accepting the award, and furnishing the Contract Performance Guarantee.

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17.7 The bid security may be forfeited:

a. If a Bidder:

Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form including extensions if any granted, or

Does not accept the correction of errors; or

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

to accept the award

to furnish Contract Performance Bank Guarantee in accordance with tender.

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

18.0 PERIOD OF VALIDITY OF BIDS

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

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

19.0 DEVIATIONS

19.1 Purchaser will appreciate submission of offer based on the terms and conditions in the enclosed ITB, Scope of Work to avoid delay seeking clarifications on technical/ commercial aspect of the offer.

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

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

D. PREPARATION AND SUBMISSION OF BIDS

20.0 PREPARATION OF BIDS

20.1 **Part-1: Techno-commercial/ Un-priced Bid** comprising following documents should be uploaded in the e-procurement portal as mentioned in IFB.

- Bidder's General Information Form F-1

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- Power of Attorney as per Form F-2 (in non judicial stamp paper of Rs. 1000/-)
- Financial Details as per Form F-3A & Form F-3B
- Certificate from Bank if bidder's working Capital is inadequate as per Form F-4
- Check List for agreed terms and conditions as per Form F-5
- No deviation confirmation / Deviation Form as per Form F-6
- Confirmation that bidder is not banned/ black listed by any Indian Government organization/ Government Undertaking from quoting as per Form F-7
- Letter of authority in favour of any one or two of Bidder's executives having authority to attend the un-priced and price bid opening as per Form F-8.
- Certificates as per Form- F-09, F-10
- Declaration as per Form-F-11
- Un-priced Schedule of Rates (SOR) / In Price column should be mentioned as "Quoted".
- Copy of GST & PAN Registration Certificates

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

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

21.0 SUBMISSION OF BID

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

21.2 After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidders are advised that prior to bid submission they should read the Bid Submission manual available on E-Procurement portal.

21.3 Bidders may insert their e-Token/ Smart Card in their computer and Logon to E- procurement portal, using the User-Id and Password chosen during registration. Then they may enter the password of the e-Token/Smart Card to access the DSC.

21.4 Prior to bid submission, bidder should get ready with the documents to be uploaded as part of the bid as indicated in the tender document/ schedule. Generally, they can be in Excel/PDF/ZIP formats. No other format is accepted. If there is more than one PDF document, then they can be clubbed together in a ZIP file for uploading. Maximum Single file size permitted for uploading, is 20 MB. One can upload multiple of such files in case information to be uploaded in single file exceeds 20MB.

21.5 The bid both "Un-priced bid & Price Bid" (i.e., Part-I and Part-II) should be submitted online in the prescribed format. No other mode of submission is accepted.

21.6 Bid shall be digitally signed by the Authorized Signatory of the bidder and submitted "on-line". No hard copies of the documents (except those specifically asked in the tender document) are required to be submitted.

21.7 The bidders will have to accept unconditionally the online user portal agreement which contains the Terms and Conditions of NIT and other conditions, if any, along with online undertaking in support of the

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authenticity regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder.

- 21.8 The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the tender/bid document including terms and conditions without any exception and have understood the entire document and are clear about tender requirements.
- 12.9 The bidders are requested to submit the bids through online e-tendering system before the deadline for submission of bids (as per Server System Clock displayed on the portal). AGCL will not be held responsible for any sort of delay or the difficulties faced during online submission of bids by the bidders.
- 21.10 The bidder may seek clarification online only within the specified period. The identity of bidder will not be disclosed by the system. AGCL will clarify the relevant queries of bidders as far as possible. The clarifications given will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the day of “Pre Bid Clarification Start Date and Time” till “Pre Bid Clarification End Date and Time”.

22.0 DEADLINE FOR SUBMISSION OF BIDS

- 22.1 Bids must be received by the Purchaser at the address specified under ITB, not later than the time and date specified in the tender documents.
- 22.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bid documents in accordance with ITB, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

23.0 LATE BIDS

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

24.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

E. OPENING AND EVALUATION OF BIDS

25.0 OPENING OF BIDS BY THE PURCHASER

- 25.1 The Purchaser will open all bids in the presence of Bidders' representatives who choose to attend, at the time, on the date (as specified in IFB), and at the place specified in the Tender. The Bidders'

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representatives, who are present, shall sign a register evidencing their attendance, if so required by the Purchaser.

25.2 The Bidders' names, bid modifications or withdrawals, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be later returned unopened to the concerned Bidder.

25.3 Bids (and modifications) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder's specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Purchaser any documents pertaining to its bid is not being acknowledged and relevant portions read out.

25.4 The Purchaser will prepare a bid opening statement to be signed by all representatives present during bid opening.

26.0 CLARIFICATION OF BIDS

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

27.0 PRELIMINARY EXAMINATION

27.1 The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

27.2 The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

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

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

28.0 REJECTION CRITERIA

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

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

Bid security.

Value of bid security less than that specified.

Bid security not complying with the requirements of ITB.

Contract Performance Bank Guarantee as per tender.

Period of validity of bid shorter than specified.

Price change on account of technical/ commercial clarification and/ or validity extension.

Resolution of Dispute/ Arbitration clause.

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Payment terms.

Delivery schedule

Price Reduction Schedule.

Price not quoted as per SOR

Warranty / Guarantee

Force Majeure

Applicable Law

Scope of Work

Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid

29.0 OPENING OF PRICE BID

29.1 In case of two-part bidding, the Bidders whose bids are found substantially responsive shall be considered for opening of price bid ONLINE. The date & time of opening of price bid shall be intimated to the bidders at a short notice.

30.0 EVALUATION AND COMPARISON OF BIDS

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

30.2 Evaluation

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

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

30.3 Other Conditions Related To Bid Evaluation

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

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- Price bid will be evaluated as per applicable GST and other taxes & duties as on date of Priced bid opening.

30.4 Comparison of Prices

(i) The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive. Only those price bid offers which meets the eligibility criteria will be considered for further evaluation to arrive at the lowest evaluated price for complete scope of work.

(ii) Prices shall be evaluated for complete scope of work.

The evaluated price of bidders shall include the following:

- Quoted price of bidder inclusive of all taxes and duties including GST for complete scope of work as per SOR.

31.0 CONTACTING THE PURCHASER

31.1 From the time of bid opening to the time of contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing.

31.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. AWARD OF CONTRACT

32.0 POST-QUALIFICATION

32.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB.

32.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

32.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

33.0 AWARD CRITERIA

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

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

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

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

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

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bidder.

37.0 NOTIFICATION OF AWARD

- 37.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by Fax of Intent (FOI) or registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 37.2 The date of fax of intent for notification of award will constitute effective date.
- 37.3 The bidder shall promptly, but not later than Seven (7) days of notification of award shall furnish its acceptance of award.
- 37.4 Upon the successful Bidder's furnishing of the performance Bank Guarantee pursuant to ITB Clause-42.0
- 37.5 The Purchaser will discharge the bid security of unsuccessful Bidders as early as possible.
- 37.6 Fax of intent read in conjunction with bid documents shall be binding Contract.

38.0 CORRUPT OR FRAUDULENT PRACTICES

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

39.0 Weather overview:

- a. The rainy season starts from the month of April.
 - b. Heavy Rainfall can be seen in between the month of June- August
 - c. Dry season starts from September.
- As such some of the pipeline may submerge passing through the paddy field.

40.0 CONTRACTOR SAFETY MANUAL

- 40.1 The contractor / vendor needs to ensure all the safety conditions as per approved AGCL safety manual.

41.0 CONTRACT PERFORMANCE GUARANTEE

- 41.1. The bidder will provide Performance Guarantee equivalent to 3% (Three percent) of total contract value within 15 days of receipt of FOI/Work Order from the Purchaser valid for 146 (fourteen) months from the date of handing over of work. The Performance Guarantee shall be in form of either Demand Draft or Banker's Cheque or Bank Guarantee from a Nationalised Bank and shall be in the currency of Contract.

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- 41.2. Failure of the successful bidder to comply with the requirement of this clause shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security and any such remedy the Purchaser may take under the Contract and the Purchaser may resort to awarding the Contract to the next ranked bidder.

42.0 JURISDICTION

Any dispute arising out of compliance/non-compliance of this tender shall be exclusively under the jurisdiction of court at **Dibrugarh**.

43.0 VENDOR'S MANPOWER

The Bidder shall deploy required number of manpower, qualified and experienced personnel, e.g. professional engineers, sub-ordinate engineering personnel, construction supervisors, inspectors and other specialists of appropriate levels to ensure:

- i) Quality in all stages and aspects as per requirement of codes, standards, specification and best international practices.
- ii) Timely & expeditious completion of the project

44.0 CO-OPERATION AND PUBLIC RELATION

The Bidder shall make all reasonable effort to co-operate and maintain goodwill among the employees of AGCL for smooth execution of their work and shall exercise proper co-ordination in overall performance. The bidder shall maintain goodwill among the general public.

- 45.0 The bidder shall arrange required permission to AGCL personnel to visit physical location of cloud server.

46.0 PNGRB GUIDLINES

- 46.1. Bidder shall quote in such a manner that it must conform the laid down guidelines made by Petroleum & Natural Gas Regulatory Board (PNGRB).

47.0 TERMINATION

AGCL may terminate the order by giving 15 (fifteen) days notice to the bidder in writing to that effect. After such termination AGCL shall pay to bidder only for such portion of jobs, which have been performed by the bidder prior to the date of termination.

AGCL may terminate the services of bidder after giving 7 days notice in writing under the following circumstances:

- a) Has abandoned the work or contract.
- b) Has failed to commence the work or has suspended the work without any lawful excuse under these conditions for 15 consecutive days.
- c) Has neglected or failed to observe and perform all or any of the terms acts, matters or things under this contract to be observed and performed by the Consultant.
- d) Has acted in manner to detrimental interest, reputation, dignity, name or prestige of the AGCL.
- e) Has become untraceable.
- f) Has without authority acted in violation of the terms and conditions of this contract and has committed breach of the terms of the contract in best judgment of AGCL.

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- g) Has been declared insolvent / bankrupt.
- h) Failure of the Bidder to undertake work as per schedule
- i) Lapses in activities or failure to provide services to the satisfaction of AGCL
- j) Delay in providing services
- k) Failure to meet standards and follow best industry practices
- l) Non-observation of safety rules or misbehavior /misconduct
- m) Any activities causing delay which is directly attributable to the Bidder.

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SECTION- III

ATTACHMENT 1

INSURANCE

INSURANCES TO BE TAKEN OUT BY THE CONTRACTOR

The Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified (at the time of contracting). The identity of the insurers and the form of the policies shall be subject to the approval of the Owner, such approval not to be unreasonably delayed or withheld.

Third Party Liability Insurance

Covering bodily injury or death suffered by third parties (including the Owner's personnel) and loss of or damage to property (including the Owner's property and any parts of the Facilities that have been accepted by the Owner) occurring in connection with the supply and installation of the Facilities.

Automobile Liability Insurance

Covering use of all vehicles used by the Contractor or its Subcontractors (whether or not owned by them) in connection with the supply and installation of the Facilities. Comprehensive insurance in accordance with statutory requirements.

Workers' Compensation

In accordance with the statutory requirements.

Other Insurances

The Contractor is also required to take out and maintain at its own cost all other insurances required under statutes or applicable laws or by prudent industry practice for similar projects. The Owner shall be named as co-insured under all insurance policies taken out by the Contractor. All insurer's rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

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ATTACHMENT-2 FORCE MAJEURE

1.00 "Force Majeure" shall mean any event beyond the reasonable control of the Owner or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

- War, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war
- rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts
- confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority
- strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague. Strike, sabotage, lockout, lack of usual means of public transportation and communication, industrial dispute and shipwreck shall be considered a force Majeure only if Force Majeure Claiming party does not have direct or indirect involvement. Shortage or restriction of power supply shall be considered force Majeure only if such situation is proved to be unusual.
- earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster

1.01 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fifteen (15) Days of the occurrence of such event.

1.02 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended accordingly.

1.03 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract.

1.04 Delay or non performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

- constitute a default or breach of the Contract
- give rise to any claim for damages or additional cost or expense occasioned thereby.

1.05 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) Days or an aggregate period of more than one hundred and twenty (120) Days or 50% of the Time for Completion, whichever occurs earlier, on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving a notice to the other, but without prejudice to either party's right to terminate the Contract.

1.06 Notwithstanding Sub-Clause 1.04, Force Majeure shall not apply to any obligation of the Owner to make undisputed due payments to the Contractor herein unless such payment is not hindered by the reason of Force Majeure.

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ATTACHMENT-3

PRICE REDUCTION SCHEDULE (PRS)

In case contractor fails to complete the work/ services within stipulated period then unless such failure is due to force majeure as defined in Bid document, there will be reduction in contract price @ 0.5% for each week of delay or part thereof subject to maximum of 5% of contract price. Purchaser may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to contractor from its obligations or liabilities under the contract or by recovery against the performance bank guarantee. Both Purchaser and contractor agree that the above percentage of price reduction are genuine pre-estimates of the loss/ damage which Purchaser would have suffered on account of delay/ breach on the part of contractor and the said amount will be payable on demand without there being any proof of the actual loss/ damage caused by such delay/ breach. Purchaser decision in the matter of applicability of price reduction shall be final and binding.

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ATTACHMENT-4

PAYMENT TERMS:

The payment for the subject work will be paid as follows:

1. 20% of the contract value(Excluding AMC amount) will be released after successful completion of 50% field survey work and development of Grid network Map.
2. 30% of the contract value (Excluding AMC amount) will be released after successful completion of 80% field survey work and data integrated with the MAP.
3. 40% of the contract value will be released (Excluding AMC amount) after successful completion of entire project (100%) including Survey, deliverables, Training, commissioning, hosting on cloud & Go live etc.
4. Remaining 10% on contract closer(Excluding AMC amount) .
5. Payment for procurement of HRSI MAP of the project area will be released subject to submission of invoice from NRSC duly certified by EIC.
6. AMC will be released quarterly subject to submission of invoices in triplicate duly certified by EIC.

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SECTION-IV

FORMS & FORMATS

ASSAM GAS COMPANY LIMITED

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FORM F-1

BIDDER'S GENERAL INFORMATION

1.1	Bidder Name	
1.2	Name of Contact Person	
1.3	Numbers of Years in Operation	
1.4	Address of Registered Office	
1.5	Operation Address (If different from above)	
1.6	Telephone Number	
1.7	Mobile Numbers, if any	
1.8	E-mail address	
1.9	Website	
1.10	Fax Number	
1.11	ISO Certifications, if any (If yes, please furnish details)	
1.12	Bid Currency	
1.13	Port of shipment	
1.14	Whether Supplier/Manufacture/Dealer /Trader/Service provider	
1.15	Type of Material Supplies	
1.16	Nature of firm Partnership firm/Prop firm / LLP/ Private limited /Public Ltd/Others	
1.17	If others please specify	
1.18	Details of Directors/ Proprietors/ Partners	(Kindly attach separate sheets giving details for name of directors / proprietors and their stakes along with the supporting documents)
1.19	Bankers' Name	
1.20	Branch	
1.21	Branch Code	
1.22	Bank account numbers	
1.23	PAN No.	
1.24	TIN No.	

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1.25	Whether SSI Registrant or not	
1.26	GSTN Registration no	

Seal and signature of the Bidder

FORM F-3

POWER OF ATTORNEY

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

Tender No.: _____

Tender Description: _____

Name of Bidder: _____

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

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

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

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON/(S)

(Name of person)

E-mail id:

Digital token no. used for uploading the bid:

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

FORM F – 4 A

ANNUAL TURNOVER

Bidder must fill in this form

Annual Turnover data for the last financial year:

Year		Amount (in INR)
Year 1:	2021-22	

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

SEAL AND SIGNATURE OF THE BIDDER

ASSAM GAS COMPANY LIMITED

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FORMF – 4 B

FINANCIAL STATUS

Bidder must fill this form

FINANCIAL DATA FOR LAST 02 (TWO) AUDITED FINANCIAL YEAR

Description	For the year of 2020-21
	Amount (in INR)
1. Current assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	
4. Net Worth Owners' funds (Paid up share capital and Free Reserves & Surplus) (NW)	

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

SEAL AND SIGNATURE OF BIDDER

ASSAM GAS COMPANY LIMITED

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FORM F – 5

FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE

(To be provided on Bank's Letter Head)

To,
The Managing Director
Assam Gas Company Limited
P. O – Duliajan
Dist. Dibrugarh, Assam

Dear Sir,

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

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

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

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

Yours truly
for
(Name & address of Bank)

(Authorized signatory)
Name of the signatory :
Designation :

ASSAM GAS COMPANY LIMITED

(A GOVT. OF ASSAM UNDERTAKING)

Tender No: SYS/GIS/59/04/V/43 dated: 01.09.2022

Stamp

FORM F-6 CHECK LIST FOR AGREED TERMS AND CONDITIONS

S. NO.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Price Basis	FOT-Site (AGCL's Store)
2	Firm & Fixed Prices	Accepted
3	All Taxes, duties, levies, etc. included in price	Included
4	Validity of Contract & Delivery period (As per Tender document)	Accepted
5	Guarantee Clause	Accepted
6	Price Reduction Schedule as per Tender document	Accepted
7	Term of Payments (As per Tender document)	Accepted
8	Contract Performance Bank Guarantee to be submitted in Fifteen (15) days	Accepted
9	Validity of bid & bid security	Accepted
10	Tender fees amount submitted:	Yes
11	EMD of requisite amount submitted:	Yes
12	Price Quoted as per SOR.	Yes
13	Deviation / exception Form 7	Yes
14	Defect Liability Period	Accepted
15	GST @ %	Included
16	Commercial terms of the Tender	Accepted

Name of the Bidder : M/s
Signature :
Name :
Designation :

Date

seal:

ASSAM GAS COMPANY LIMITED

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FORM F-7

DEVIATION FORM (On Bidder's letter head)

To,
The Managing Director
Assam Gas Company Limited
P. O – Duliajan
Dist. Dibrugarh, Assam

Notes

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

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

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

(Signature of the bidder)

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FORM F – 8

DECLARATION (on Bidder's letter head)

To,
The Managing Director
Assam Gas Company Limited
P. O – Duliajan
Dist. Dibrugarh, Assam

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

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

SEAL AND SIGNATURE OF BIDDER

ASSAM GAS COMPANY LIMITED

(A GOVT. OF ASSAM UNDERTAKING)

Tender No: SYS/GIS/59/04/V/43 dated: 01.09.2022

FORM F- 9

PROFORMA FOR LETTER OF AUTHORITY

Ref. No.

Date:

To,
The Managing Director
Assam Gas Company Limited
P. O – Duliajan
Dist. Dibrugarh, Assam

Sub: Bidding Document for

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

1. Name & Designation _____ Signature _____
2. Name & Designation _____ Signature _____

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

Yours faithfully,

Signature
Name & Designation
For and on behalf of

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

SIGNATURE & SEAL OF THE BIDDER

ASSAM GAS COMPANY LIMITED

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FORM F- 10

FORMAT FOR STATUTORY AUDITOR'S/ CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

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

A. ANNUAL TURNOVER OF LAST 2 YEARS:

Year	Amount
Year 1: 2020-21	

B. FINANCIAL DATA FOR LAST 02 (TWO) AUDITED FINANCIAL YEAR:

Description Description	Year: 2020-21
	Amount (Currency)
1. Currency Assets	
2. Current liabilities	
3. Working capital (Current assets-current liabilities)	
4. Net worth (Paid up share capital and free reserves & surplus)	

Name of Audit Firm:

[Signature of Authorized signatory]

Chartered Accountant

Name:

Date:

Designation:

Seal:

Membership no.

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender Document. Failure to do so would result in the personnel being considered as non-responsive.
3. For the purpose of this Tender document (i) Annual Turnover shall be "Sale value/Operating Income" (ii) Working capital shall be "Current Assets less Current Liabilities" and (iii) Net Worth shall be "Paid up share capital and Free reserves & Surplus"

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FORM F-12

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

Ref. No.

Date:

To,
The Managing Director
Assam Gas Company Limited
P. O – Duliajan
Dist. Dibrugarh, Assam

Sub: - Bid Document no _____ for _____ Corrigendum & Reply to
bidder's queries etc.

Sir,

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

Yours faithfully,

Signature

Name & Designation

For and on behalf of

ASSAM GAS COMPANY LIMITED

(A GOVT. OF ASSAM UNDERTAKING)

Tender No: SYS/GIS/59/04/V/43 dated: 01.09.2022

F-11 (Proforma for Performance Guarantee - Unconditional)

[on stamp paper of appropriate value]
[from a scheduled bank]

Date:

Loan / Credit No:

IFB No:

[Name of Contract]

To: [Name and address of Purchaser]

Subject : Bank Guarantee No. [insert]

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

WHEREAS, it has been stipulated under Clause 42.0 of ITB of the Contract that the Contractor is obliged to furnish to AGCL an irrevocable, unconditional, first demand bank guarantee issued by specified financial institutions acceptable to AGCL, for a sum equal to 10% (ten percent) of the Contract Value for the due performance by the Contractor.

AND WHEREAS, [insert] having its registered office at [insert] and a branch office at [insert name of city in India] India, hereinafter referred to as the "Bank" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors), being a schedule bank in India and acceptable to AGCL, has at the request of the Consultant agreed to issue this performance bank guarantee in favour of AGCL.

NOW THEREFORE THIS BANK GUARANTEE WITNESSETH AS FOLLOWS:

- 1) The Bank hereby undertakes the pecuniary responsibility of the Contractor to AGCL for the due performance of the Contract and for the payment of any money by the Contractor to AGCL and hereby issues in favour of AGCL this irrevocable and unconditional performance and payment bank guarantee (hereinafter referred to as the "Guarantee") on behalf of the Contractor in the amount of Indian Rupees / USD [insert] (insert an amount equal to Ten percent (10%) of the Contract Value) (hereinafter referred to as the "Guarantee Amount").]
- 2) The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to AGCL without any demur, reservation, cavil, protest or recourse; immediately on receipt of first written demand from AGCL, any sum or sums (by way of one or more claims) not exceeding in the aggregate the amount of Indian Rupees /USD [insert] (insert an amount equal to Ten percent (10%) of the Contract Value) without AGCL needing to prove or to show to the Bank grounds or reasons for such demand for the sum specified therein and notwithstanding any dispute or difference between AGCL and the Consultant in respect of the performance of the Contract or moneys payable by Contractor to AGCL or any matter whatsoever related thereto.

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- 3) The Bank acknowledges that any such demand by AGCL of the amounts payable by the Bank to AGCL shall be final, binding and conclusive evidence in respect of the amounts payable by the Consultant to AGCL.
- 4) The Bank hereby waives the necessity for AGCL from demanding the aforesaid amount or any part thereof from the Contractor and also waives any right that the Bank may have of first requiring AGCL to pursue its legal remedies against the Contractor, before presenting any written demand to the Bank for payment under this Guarantee.
- 5) The Bank further unconditionally agrees with AGCL that AGCL shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time, to:
 - (i) vary and/or modify any of the terms and conditions of the Contract,
 - (ii) extend and/or postpone the time for performance of the obligations of the Consultant under the Contract, or
 - (iii) forbear or enforce any of the rights exercisable by AGCL against the Contractor under the terms and conditions of the Contract and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of AGCL or any indulgence by AGCL to the Consultant or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.
- 6) The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by Purchaser to timely pay or perform any of its obligations under the Contract.
- 7) Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever and by whomever imposed; and where any withholding on a payment is required by law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that Purchaser receives the full amount due hereunder as if no such withholding had occurred.
- 8) This Guarantee shall be a continuing bank guarantee and shall not be discharged by the change in constitution of any member of the Contractor and the Guarantee shall not be affected or discharged by the liquidation, winding up, bankruptcy, reorganization, dissolution or insolvency of any member of the Contractor or any other circumstances whatsoever.
- 9) This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by AGCL to secure the performance of the obligations of the Contractor under the Contract.
- 10) The Bank agrees that AGCL at its option shall be entitled to enforce this Guarantee against the surety, as a principal debtor in the first instance without proceeding at the first instance against the Contractor.
- 11) Without prejudice to any continuing liability to perform obligations under this Guarantee which have arisen prior thereto, the Bank shall be released from any further obligations arising

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hereunder after [insert] (insert the date as per clause 16).

- 12) AGCL may assign this Guarantee to any person and in such case AGCL shall inform the Bank in writing. This Guarantee shall not be assigned or transferred by the Bank.
- 13) All disputes arising under this Guarantee shall be referred to a tribunal comprising three (3) arbitrators under the (Indian) Arbitration and Conciliation Act, 1996. Each Party to the arbitration shall appoint one (1) arbitrator and the two (2) arbitrators thus appointed shall choose the third arbitrator who will act as a presiding arbitrator of the tribunal (together forming the "Arbitral Tribunal"). The decision(s) of the Arbitral Tribunal, shall be final and binding on the Parties. The venue of arbitration shall be Dibrugarh, Assam. This Clause 13 shall survive the termination or expiry of this Guarantee. The governing law of the arbitration shall be the substantive laws of India.
- 14) This Guarantee shall be construed and interpreted in accordance with and governed by the laws of India, and subject to Clause (13) above the courts at [Dibrugarh] shall have jurisdiction over all matters arising out of or relating to this Guarantee.
- 15) The Bank has the power to issue this Guarantee in favour of AGCL. The aggregate liability of the Bank under this Guarantee shall not under any circumstance exceed Indian Rupees/ USD [insert] (insert an amount equal to ten percent (10%) of the Contract Value).
- 16) Notwithstanding anything contained herein, this Guarantee shall be valid up to sixty (60) days from the date of testing & commissioning of last link or including any extensions thereof, written notice of which shall be provided to the Bank, whichever occurs later. Any claim under this Guarantee must be received by us before the expiry of the validity period of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of Owner under this guarantee will cease. However, if such a claim has been received by us by the said date. All the rights of AGCL under this guarantee shall be valid and shall not cease until we have satisfied that claim.
- 17) No action, event or condition which by any Applicable Law should operate to discharge the Bank from liability hereunder shall have any effect and the Bank hereby waives any right it may have to apply such law, so that in all respects its liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.
- 18) Capitalized terms not otherwise defined herein shall have their respective meanings given such terms set forth in the Contract.

IN WITNESS WHEREOF the Bank, through its authorized officer, has set its hand and stamp on this [insert] day of [insert] 2021.

(Signature)

[insert name of signatory]

[insert designation of signatory]

(Duly Authorized representative)

Vide power of attorney No. [insert]

Dated [insert]

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Witness

[insert]

[insert]

SECTION-V

PRICE BID FORMAT (BoQ Format)