

		eProcurement System Government of Assam					
		Tender Details					
		Date : 14-Feb-2025 02:37 PM					
 Print							
Basic Details							
Organisation Chain	Industries and Commerce Department Assam Gas Company Ltd - ICD						
Tender Reference Number	CNP/CIVIL/WALL_CONST/25-26/01						
Tender ID	2025_ICD_42605_1	Withdrawal Allowed	Yes				
Tender Type	Open Tender	Form of contract	Works				
Tender Category	Works	No. of Covers	2				
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No				
Payment Mode	Online	Is Multi Currency Allowed For BOQ	No				
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No				
Payment Instruments		Cover Details, No. Of Covers - 2					
Online Bankers	<table border="1"> <thead> <tr> <th>S.No</th> <th>Bank Name</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>SBI Bank</td> </tr> </tbody> </table>	S.No	Bank Name	1	SBI Bank	Cover No	Cover
S.No	Bank Name						
1	SBI Bank						
		Document Type	Description				
		1	Fee/PreQual/Technical .pdf				
		2	Finance .xls				
			NIT Document				
			BOQ				
Tender Fee Details, [Total Fee in ₹ * - 0.00]		EMD Fee Details					
Tender Fee in ₹	0.00	EMD Amount in ₹	5,00,000				
Fee Payable To	Nil	EMD Exemption Allowed	Yes				
Fee Payable At	Nil	EMD Fee Type	fixed				
Tender Fee Exemption Allowed	No	EMD Percentage	NA				
		EMD Payable To	Nil				
		EMD Payable At	Nil				
Click to view modification history							
Work /Item(s)							
Title	CONSTRUCTION OF A BOUNDARY WALL						
Work Description	CONSTRUCTION OF A BOUNDARY WALL						
Pre Qualification Details	Please refer Tender documents.						
Independent External Monitor/Remarks	NA						
Show Tender Value in Public Domain	No						
Tender Value in ₹	0.00	Product Category	Civil Works - Others				
		Sub category	NA				
Contract Type	Tender	Bid Validity(Days)	120				
		Period Of Work(Days)	300				
Location	Duliajan	Pincode	786602				
		Pre Bid Meeting Place	NA				
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA				
		Bid Opening Place	Duliajan				
Should Allow NDA Tender	No	Allow Preferential Bidder	No				

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Critical Dates Assam

Publish Date	14-Feb-2025 04:00 PM	Bid Opening Date	03-Mar-2025 02:30 PM
Document Download / Sale Start Date	15-Feb-2025 09:30 AM	Document Download / Sale End Date	03-Mar-2025 02:00 PM
Clarification Start Date	15-Feb-2025 09:30 AM	Clarification End Date	21-Feb-2025 04:00 PM
Bid Submission Start Date	15-Feb-2025 09:30 AM	Bid Submission End Date	03-Mar-2025 02:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	Tender Document	4679.51

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_68371.xls	BOQ	339.50

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	janardanchetia89@gmail.com	JANARDAN CHETIA	JANARDAN CHETIA
2.	baruah_dipankar@rediffmail.com	DIPANKAR BARUAH	DIPANKAR BARUAH
3.	utpal_2320@rediffmail.com	Utpal Borgohain	UTPAL KUMAR BORGHAIN

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening
BoQ Comparative Chart model	Normal	BoQ Comparative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

Tender Inviting Authority

Name	Managing Director
Address	Assam Gas Company Limited Duliajan, Dist. Dibrugarh Pin- 786602, Assam

Tender Creator Details

Created By	Utpal Borgohain
Designation	Sr. Officer HR and A
Created Date	08-Feb-2025 11:45 AM



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

TENDER FOR CONSTRUCTION OF A BOUNDARY WALL AT MADHUBAN, DULIAJAN

**INVITATION FOR e-BID UNDER SINGLE STAGE TWO BID SYSTEM
(OPEN DOMESTIC COMPETITIVE BIDDING)**

TENDER/IFB NO.: CNP/CIVIL/WALL_CONST/25-26/01 dated: 06.02.2025
BID CLOSING DATE & TIME: As mentioned in AssamTender portal
TECHNICAL BID OPENING DATE & TIME: As mentioned in AssamTender portal
PRICED BID OPENING DATE & TIME: Will be intimated to the eligible bidders in due time.

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

INVITATION FOR e-BID

Assam Gas Company Ltd. (AGCL) (hereinafter called as Owner/AGCL), a six decades old Natural Gas transmission and distribution company, wholly owned by the Govt. of Assam with its registered office at Duliajan, Dist.: Dibrugarh, Assam 786 602. The company transports Natural Gas through its integrated pipeline infrastructure to several market segments i.e. Power, Fertilizer, Petrochemicals, along with various Commercial and Domestic consumers primarily located in upper Assam. At present, AGCL is transporting Piped Natural Gas (PNG) to more than 50000 nos. of domestic households and 1200 nos. of commercial establishments within its geographical area in upper Assam.

AGCL is presently working for expansion of its pipeline network in order to cover most of the urban as well as rural geographical areas to supply PNG to all the domestic households and commercial establishments alongside AGCL's determination towards hydrocarbon vision by setting up of Mother/Daughter Booster Stations for providing CNG to Private and Commercial Vehicles.

1. In connection with its operations, AGCL invites bids from experienced and bonafide Contractors having sufficient experience in construction of Boundary Walls and Buildings as per Scope of Work mentioned in the Tender Document. One complete set of Bid Document covering AGCL's IFB for complete scope of work is uploaded in *assamtenders.gov.in* and AGCL's website. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through Assam tender portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

Tender/IFB Number	CNP/CIVIL/WALL_CONST/25-26/01
Type of IFB	Single Stage Two Bid System (Open Tender)
Bid Closing Date & Time	As mentioned in portal
Bid(Technical) Opening Date & Time	As mentioned in portal
Priced Bid Opening Date & Time	Will be intimated to the eligible Bidders in due time
Bid Submission Mode	Bid to be uploaded in portal

Bid Opening Place/ Bids to be addressed to	Office of The Sr. Manager (C&P) Assam Gas Company Limited Duliajan, Dist. Dibrugarh Pin- 786602(Assam) Email- agcmat@agclgas.com
Bid Validity	120 days from bid Closing date
Estimated Cost	Rs. 2,63,50,690.00/- (Inclusive of applicable taxes)
Bid Security Amount*	Rs. 5,00,000/- In case of Bank Guarantee, the BG of the same amount may be issued in the name of AGCL as per Annexure E. The hard copy of the BG should reach AGCL (C&P Dept.) on or before the bid closing date.
Amount and Validity of Performance Security	Performance security @ 5% of total contract value is applicable against this contract. Validity: 3(three) months beyond contract completion period.
Duration of Contract	300 Days from the date of issue of Contract/Work Order via email.
Mobilization Period	30 days from the date of intimation via email to the successful bidder.

Exemption from payment of EMD: Public Sectors, Government agencies, and firms registered with NSIC (for the service/work for which they are registered) or MSE Units (Contractors/Service Providers only who are capable of rendering the tendered services by themselves) who are already registered with appropriate authority shall be exempted from EMD payment provided they are registered for the tendered category and subject to submission of valid MSE registration certificate.

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

Thanking you,
Yours Faithfully,

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

APPENDIX A1

BID SUBMISSION PROFORMA

**Assam Gas Company Limited,
Duliajan**

Subject:Tender No -----

Dear Sirs,

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

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

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

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

ADDRESS:

DATED:

TELEPHONE NO:

FAX NO:

EMIAL ADDRESS:

Note: This form should be returned along with offer.

APPENDIX A2

PROFORMA EXCEPTION / DEVIATION

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

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

Or

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

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

Signature of the Bidder

Name:

Seal of the company

ANNEXURE-A

Scope of Work & Special Conditions of Contract (SCC)

1. Scope of Work:

AGCL invites tender from experienced and financially sound Agency/Contractor for Construction of an Industrial Boundary Wall for AGCL at Madhuban plot of land, Duliajan, having a total construction length of 1257.00 meters and height of 3.60 meters including Splay and RBT Coil at the top. The foundation depth is 1.50 meters from NGL with isolated footing and alternate support columns, with a completion period of 300 days from the date of issue of Contract/Work Order via email.

The Scope of Work under this contract shall include construction, fabrication, erection, installation, testing, supply of all materials, items, equipment, labour, consumables, tools and tackles, etc. required for completion of job as per specifications, standards, codes, data sheets, drawings accepted by AGCL. The scope of work as defined herein shall be read in Conjunction with the below mentioned Description of Work.

The contractor is requested to visit the site of the proposed work location and understand the details of site conditions/requirements and to ensure construction feasibility in given time frame, before the submission of offer.

SOR for construction of Industrial Boundary Wall:

Sl No	Code No	Description of work	Qty	Unit	Unit Rate (Rs.)	Total Amount (Rs.)
1	1.01	Earthwork in excavation	1622.40	cum		
2	2.01a	PCC work	71.06	sqm		
3	2.02.a	RCC Work	626.03	cum		
4	3.01a	Brick flat soling	1324.62	sqm		
5	3.02a	230mm brickwork upto plinth level	209.28	cum		
6	3.03.a	112 mm brick work	1599.63	sqm		
7	5.01.a	M.S. Tor steel	69.466	MT		
8	11.05	Fabrication and fitting of MS Gate	314.12	kg		
9	4.01b	12mm plaster	885.60	sqm		
10	11.07	Angle splay (Y-shaped)	631.50	nos		
11	32.00	High security razor wire	7542.00	RM		

12	31.00	High security razor wire Coil	1257.00	RM		
13	8.01b	Primer on MS gate	16.20	sqm		
14	8.02d	Syn. Enamel paint above 10cm width	16.20	sqm		
15	8.08 a	Terracota	8799.00	sqm		
					Total	

Notes:

1. AGCL wishes to receive the item wise bids for supply & delivery of goods/services as described in these documents (hereinafter referred to as the work)
2. The Successful bidder will be required to supply/execute the work, within the specific period of time as mentioned in the tender document; including all materials, labour, equipments etc.
3. No extra claims will be allowed for items or activities which are required to be completed and make the facility fully operational as per the Scope of Work as defined in the bid document.
4. It is assumed that before quoting for this contract, the contractor has visited the site to understand the quantum of work.
5. The successful bidder shall mobilize their resources within 30 days from the date of intimation via email.
6. The Contractor shall not engage minor labour below 18 (Eighteen) years of age under any circumstances.
7. The supervisor of the contracting firm shall ensure strict compliance with the instructions received from AGCL.
8. Conflict if any, which arises among the engaged manpower shall be mitigated by the Contractor/Agency only. AGCL shall not be involved in any such conflict.

2. DELAY / INTERRUPTION IN THE OPERATION SERVICE

The agency/contractor will deploy qualified, efficient and experienced personnel to discharge the contractual obligation effectively. In any circumstance, any delay or interruption in the operation services shall not be entertained for any reason whatsoever.

If due to any reason the services are not available for any particular period, penalty shall be charged as per Penalty Clause.

The decision of the AGCL management shall be final in this regard.

3. INSTRUCTIONS TO CONTRACTOR / AGENCY

The contractor shall be responsible for ensuring that its employees conduct themselves in a proper manner and are courteous. The contractor shall not engage or employ any person with a criminal record/background.

During the contract period, the qualified Agency / Contractor (the contractor who has been awarded the contract) or his staff / crew cannot resort to strike or other means of agitation on any ground, which affects the operations. Any absence of crew/staff shall be viewed seriously and contract is liable to be terminated by AGCL in case of the operational delay/interruption incurred from the end of Agency / Contractor without withholding all balance dues of contract and deposits and including encashment of performance bond.

The contractor shall not assign or transfer the jobs to anyone nor shall appoint a sub-contractor for the said purpose.

The Contractor shall comply with the provisions of all the applicable labour laws, particularly following Acts and any amendments/modifications thereto or any other law relating thereto and rules and there under from time to time and comply with all provisions applicable therein and/or make all the payments specified therein.

- I. Payment of Wages Act 1936.
- II. Workmen's Compensation Act 1923.
- III. Industrial Disputes Act, 1947
- IV. Minimum wages Act 1948
- V. Employees State Insurance Act 1948
- VI. Maternity Benefit Act 1961
- VII. Mines Act 1952
- VIII. Employees provided funds and Misc., Provisions Act 1952.
- IX. Contract Labour (Regulation and Abolition) Act 1970
- X. Minimum Wages Assam Rules 1952
- XI. Factories Act 1948
- XII. Shops and Establishment, Factories Act.
- XIII. Employees' Deposit Linked Insurance Scheme, 1976
- XIV. Any other as per state and central government notification/guideline/applicable laws

The contractor shall be fully responsible for complying with the provisions (including documentation and submission of reports on the above to the concerned authorities) and shall indemnify AGCL from any such lapse for which the Government/statutory authorities hereunder may take action against the Contractor and/or AGCL.

AGCL shall also have the power to deduct any sum required/estimated to be deducted from the amount due to the Contractor for the following:

- XV. Making good the loss suffered by his employees due to non-fulfilment of Contract Labour (R&A) Act, 1970 or any other Act

- XVI. Non-payment of wages/minimum wages under the applicable statutes.
- XVII. Deductions from the wages of his employees which cannot be justified under the Contract Labour (R&A) Act 1970.
- XVIII. Non-observance of any of the provisions of the Contract Labour (R&A) Act, 1970.

De-Mobilization: On receipt of demobilisation notice from Company (AGCL) after completion of Contract or termination of the contract due to any other reasons, Contractor shall have to demobilise his personnel and other belongings without delay.

Note: De-mobilisation Charges will not be applicable in this Tender/Contract.

4. NO PAYMENT SHALL BE CERTIFIED & FORWARDED TO FINANCE DEPARTMENT FOR RELEASE:

- a) Against the incomplete works with respect to site condition/specification(s) laid down for the work/instructions issued by the concerned officials.
- b) If the utilized materials arranged by the Contractor is not of laid down specification/of approved quality.
- c) If the work has not been executed as per the specification(s) laid down in the Work/Contract Order, it will be sole responsibility of the contractor to get the work rectified as per the specification(s) at his/her risk and no extra claim shall be entertained in this regard.

5. GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:

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

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

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

6. PAYMENT: Payment shall be released to the agency/contractor within 30

(Thirty) days from the date of invoice submission along with all relevant documents as per the Work Order (without any error) and satisfactory completion for each calendar month for the jobs performed in the preceding month. The payment shall be made on pro rata basis. All statutory Govt. deductions shall be applicable while releasing payment.

7. STATUTORY COMPLIANCE:

The agency/contractor confirms that it has and will comply with all the requirements of the statutory authorities in respect of contract labour and should possess a valid Labour License.

The agency/contractor must comply with the statutory requirements such as registration with ESIC, EPF, PAN & GST.

The agency/contractor confirms that it has and will comply with all the requirements of the statutory authorities including Provident Fund, ESI, bonus, etc, including the monthly contribution to be deposited with these authorities in respect of all its personnel sent on deputation. AGCL shall not incur any liability or additional expenditure whatsoever in respect of the obligations mentioned here above provided such liability is due to any act or omission of the agency/contractor.

8. PARTICULAR CODES & STANDARDS (Latest editions):

IS: 226-1962, Fifth Revision 1975.	Specification for structural steel
IS:456-2000	Plain & reinforced concrete.
IS:516-1959	Method of tests for strength of concrete.
IS:2502-1963	Bending & fixing of bars for Concrete reinforcements.
IS:4082-1996	Stacking & storage of construction materials & components at site.

9. TERMINATION:

The Company shall monitor performance of the Agency/ Contractor by periodic inspection. In case performance is found to be dissatisfactory, the notice shall be served to the agency for improvement. If performance does not improve inspite of such warning, contract may be terminated by giving 1(One) month notice.

In addition to the above any absence of crew/staff shall be viewed seriously and contract is liable to be terminated by AGCL in case of

delay/interruption incurred from the end of Agency/Contractor without withholding all balance dues of contract and deposits and including encashment of performance bond. As time is the essence of the aforesaid contract.

10.FORCE MAJEURE:

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

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

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

11. LIQUIDATED DAMAGE:

In case of delay in mobilization beyond the scheduled date (within 30 days from the intimation via email to the successful bidder) and/or delay in completion of work as per complete scope of work beyond the schedule time of completion, charges for Liquidated Damage @0.5% (point five percent) per week of delay or part thereof subject to a maximum of 7.5% (seven point five percent) of the total Contract Value will be deducted for the delay in mobilization and/or delay in completion of work beyond the schedule time of completion unless such delay is attributable to the owner or due to Force Majeure.

The duration for complete Scope of Work shall be 300 days from the date of issue of Contract/Work Order via email. In the event of delay on the part of the Contractor to complete the Scope of Work within the stipulated period of 300 days, Liquidated Damage (L/D) Damage @0.5% (point five percent) per week of delay or part thereof subject to a maximum of 7.5% (seven point five percent) of the total Contract Value shall be applicable. Should there be default on the part of the Contractor for more than 15 Weeks from the

scheduled date of completion, AGCL shall have the right, in addition to the provisions as above to invoke the Performance Security without causing any notice to the Contractor to this effect.

The parties agree that the sum specified above is not a penalty but a genuine pre estimate of the loss/damage which will be suffered by AGCL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

12. APPLICABILITY OF LAW & JURISDICTION:

The order shall be governed and interpreted in accordance with the applicable laws of India and Dibrugarh Court in the State of Assam shall have exclusive jurisdiction.

ANNEXURE-B

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

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

1. TECHNICAL EVALUATION CRITERIA:

1.1.EXPERIENCE:

a) The bidder must have experience of successfully executing/completing similar Works/Services as indicated in the Scope of Work of the tender document, in any Govt. Department/Govt. Organization/PSU/Reputed Corporate House (BSE/NSE Listed) in the last 7 years reckoned from the date of issue of this tender.

(i) Minimum Three similar Work Orders having Contract Value not less than 40% of the estimated cost each

OR

(ii) Minimum Two similar Work Orders having Contract Value not less than 50% of the estimated cost each

OR

(iii) Minimum One similar Work Order having Contract Value not less than 80% of the estimated cost

Definition of Similar Work: Bidder must be well experienced in construction of Boundary Walls of minimum height 3.00 meters, any buildings (G+1 or above) or any other structure with pile foundation.

b) The bidder must have up-to-date PF Registration, GST Registration, PAN Card, Labour License, ESI registration and Authorization from Assam Police / Govt. Authority having operational permit of all districts of Assam and submit all necessary documents.

For ongoing contracts, the bidder may provide the certificate of work experience and work value completed till 31.01.2025 issued by the competent authority.

1.1.1 A job executed by a bidder for its own firm/projects/plant cannot be considered as experience for the purpose of meeting requirement of BEC of the tender.

1.1.2 In case the bidder is executing a contract which is still running and the contract/work value is equal to or more than minimum prescribed quantity as mentioned in the BEC (1.1 above), such experience will also be taken into consideration provided that the bidder has submitted satisfactory contract/work execution certificate to this effect issued by the end user/owner/Authorized consultant.

Notes to BEC Clause 1.1 above:

a. For proof of requisite Experience (refer Clause No. 1.1), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:

Bidder must submit the following:

A. Contract document /order copy showing details of service executed,

AND

B. Job Completion Certificate showing:

- (i) Contract value/quantity
- (ii) Description of work and Order No./Contract No.
- (iii) Contract period and date of completion

b. Only Letter of Intent (LOI)/Letter of Award (LOA)/Work Order(s) are not acceptable as evidence of experience.

c. Mere award of contract(s)/placement of order will not be counted towards experience. Successful completion of the awarded contract(s)/order(s) to the extent of quantities & value, as stipulated under Clause Nos. 1.1 will only be treated as acceptable experience.

d. Following experience will also be taken into consideration:

(i) If the prospective bidder has executed contract/order in which Scope of Work defined above is also a component of the contract/order.

(ii) In case the start date of the requisite experience is beyond the prescribed 07(seven) years reckoned from the original bid closing date but completion is within the prescribed 07(seven) years reckoned from the original bid closing date.

(iii) If the prospective bidder is executing similar work/order, which is still running and the executed order (or contract) value/quantity/period prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.

2.0 FINANCIAL EVALUATION CRITERIA:

2.1 The minimum average annual turnover achieved by the bidder as per their audited financial results in 3 (three) immediate preceding financial year shall be above Rs. 2.10 Crore.

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

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

2.3 The minimum Working Capital of the bidder as per audited financial statement of immediate preceding year i.e., FY 2024-25 shall be Rs. 1.30 Crore.

Notes to BEC Clause 2.0 above:

a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:

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

AND

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

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

b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be

considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid.

- c. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover, Net worth and Working Capital as mentioned in Para 2.1, 2.2 and 2.3.

4.0 EVALUATION CRITERIA:

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

4.2 Bidders are required to quote as per Schedule of Rates (SOR) as mentioned in the Tender Document; otherwise the offer of the bidder will be straightway rejected.

4.3 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

4.4 The quantities shown against each description in the Schedule of Rates (SOR) shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on pro rata basis of the actual work progression, as the case may be.

4.5 Price Bids shall be evaluated on overall lowest cost to AGCL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST).

Note: The bid with the *Lowest Quoted Price (L1)* shall be recommended for award of contract.

In the event of two or more bids having the same highest Evaluated Bid Score, the bidder with highest Annual Turnover shall be recommended for award of contract.

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

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

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

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

NOTES ON GOODS AND SERVICES TAX:

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

- GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST / UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- AGCL will prefer to deal with registered supplier of goods / services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.
- Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- In case the GST rating of bidder on the GST portal / Govt. official website is negative / black listed, then the bid may be rejected by AGCL.
- As GST is being taken into account for the purpose of evaluation of bids, then the rate of GST as prevailing on the date of bid closing will be taken into consideration for the propose of evaluation of bids. However, if there is any change in the rate of GST after the date of bid closing but prior to award of the contract due to which there is any change in the original ranking of bidders, then the bidder who has emerged lowest based on the rate of GST as prevailing on the date of bid closing would be considered for award of contract but subject to matching his prices with the bidder who has emerged lowest as a result of modification in GST. In case originally evaluated L-1 bidder fails to match the price (of the bidder who emerges L-1 due to change in GST rate) then the award of contract will go to the bidder who subsequently emerges L-1 due to change in GST rate.

5.0 GENERAL:

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

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

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

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

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

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

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

APPENDIX B1

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

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

Ref. No _____

Date _____

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

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ Dated _____

Sir,

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

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

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

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

Signature of Authorised Signatory:

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

APPENDIX B2

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEARTURN OVER
In INR NET WORTH
In INR

Place:
Date:

Seal:

Membership Number:

Signature

Registration No.:

UDIN:

APPENDIX B3

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

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

ANNEXURE-C

WORK ORDER ACCEPTANCE

To
M/s. AGC Limited,
Duliajan

Sub: Work Order No.-----

Dear Sir,

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

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

Dated this _____ day of _____ 20__.

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

ANNEXURE-D

PERFORMANCE SECURITY FORM

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

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

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

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

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

This guarantee is valid until the ____ day of _____.

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

B. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO: IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

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

Name of the Contact Person at the Controlling Office with Mobile No.

and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS: _____

Designation: _____

Name of the Bank: _____

Address: _____

ANNEXURE-E

BANK GUARANTEE IN LIEU OF BID SECURITY

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

TO,

ASSAM GAS COMPANY LTD.

P.O. DULIAJAN.

Dist. Dibrugarh

ASSAM - 786602

TENDER NO. Dated
.....FOR.....
.....WHEREAS

.....(HEREINAFTER CALLED 'THE Bidder' has submitted Bid dated for Service (Herein after called 'The Bid')
KNOW ALL MEN by these presents that
We.....(hereinafter called 'The Bank') are bound unto Assam Gas Company Limited', P.O. Duliajan, Dist. Dibrugarh, Assam-786602 (herein after called 'AGCL') in the sum of Rs. /- (Rupees:) for which payment well and truly made to AGCL, the BANK binds itself its successor and assigns by these presents. Sealed with the Common Seal of the said BANK this day ofyear.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of his bid by AGCL during the period of bid validity
 - a) Fails or refuses to execute the Contract Form, if required: or
 - b) Fails or refuses to furnish the PERFORMANCE SECURITY in accordance with the Instructions to the Bidder.

We undertake to pay AGCL up to the above amount upon receipt of its first written demand, without AGCL having to substantiate its demand, provided that in its demand AGCL will

note the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions.

This guarantee shall be irrevocable and shall remain valid up to 60 days beyond the validity of the bid. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from Bidder..... on whose behalf this guarantee is issued.

WITNESS No. 1

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

address

Stamp

WITNESS NO. 2

(Signature)
Full name and official address
(In

legible

letters)

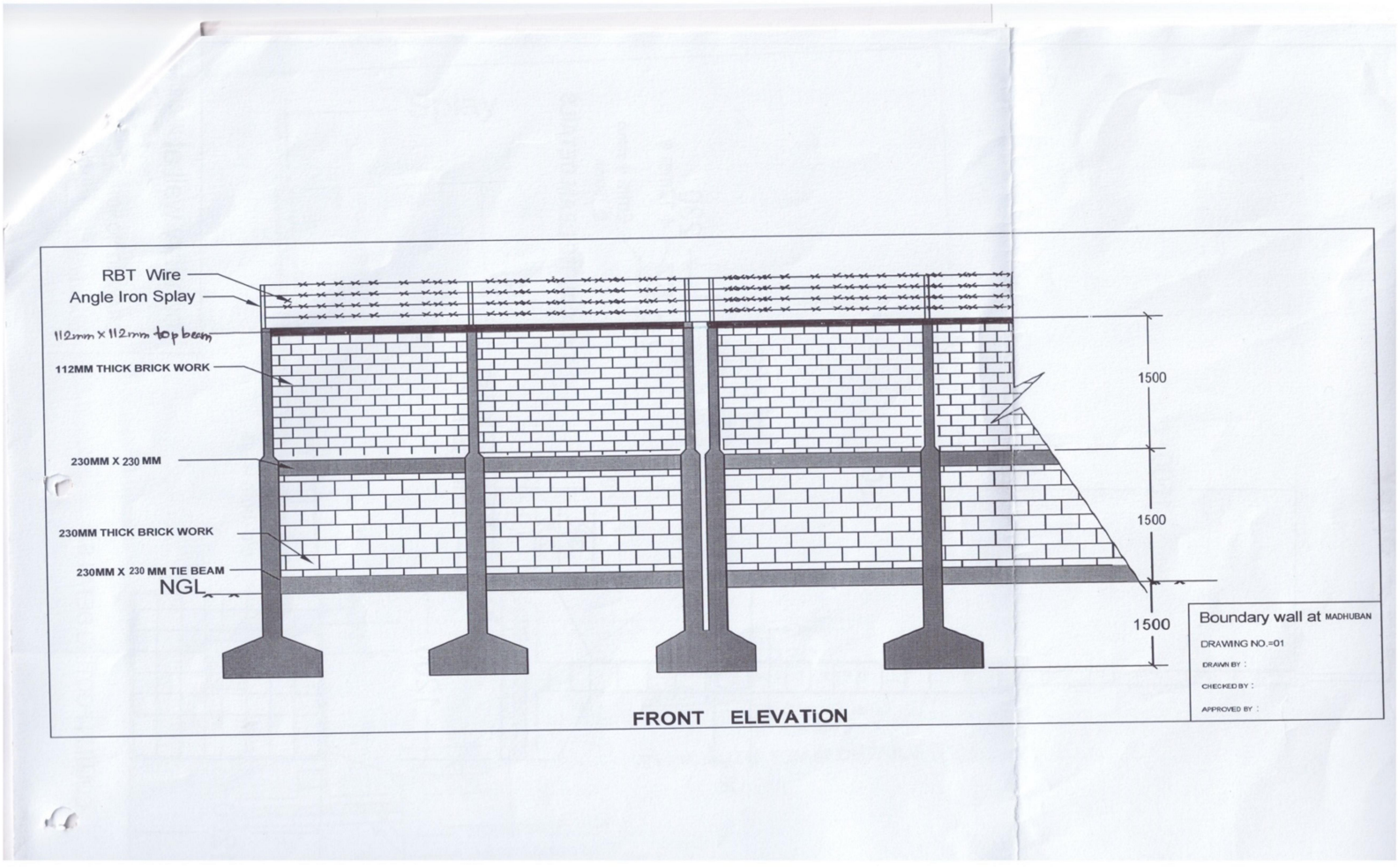
Full name, designation and

(In legible letters) with Bank

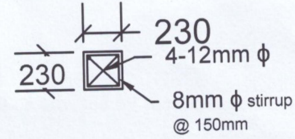
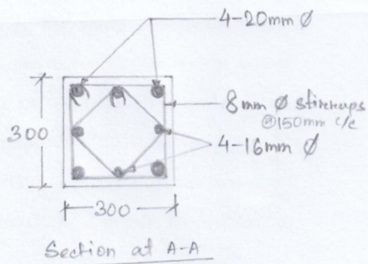
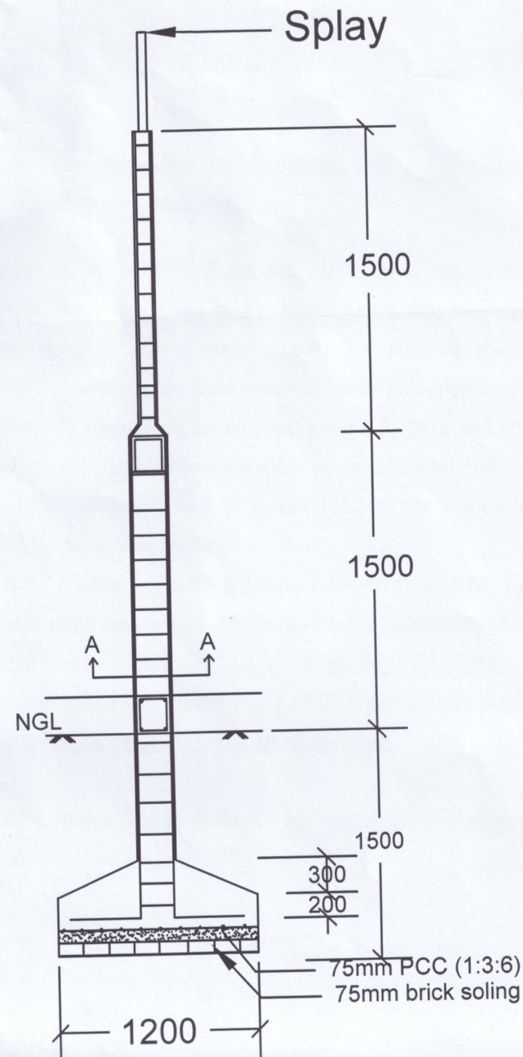
Dated :

ANNEXURE-F

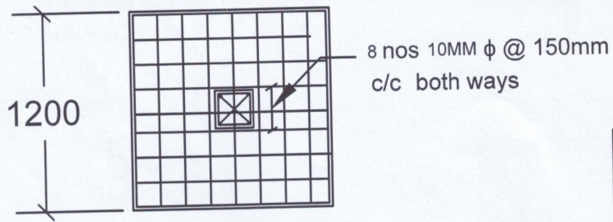
DRAWINGS



SAM



TYPICAL TIE BEAM DETAILS



COLUMN FOOTING DETAILS

Boundary wall at MADHUBAN

DRAWING NO.=01

DRAWN BY :

CHECKED BY :

APPROVED BY :

