
 eProcurement System Government of Assam						
Tender Details						
					Date : 26-May-2025 12:10 PM	
 Print						
Basic Details						
Organisation Chain	Industries and Commerce Department Assam Gas Company Ltd - ICD					
Tender Reference Number	C AND P/Security_Service/25-26/01					
Tender ID	2025_ICD_44515_1	Withdrawal Allowed	Yes			
Tender Type	Open Tender	Form of contract	Works			
Tender Category	Services	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	S.No	Bank Name	Cover No	Cover	Document Type	Description
	1	SBI Bank	1	Fee/PreQual/Technical	.pdf	NIT Document
			2	Finance	.xls	BOQ Document
Tender Fee Details, [Total Fee in ₹ * - 2,000]				EMD Fee Details		
Tender Fee in ₹	2,000		EMD Amount in ₹	1,30,000	EMD Exemption Allowed	Yes
Fee Payable To	Nil	Fee Payable At	Nil	EMD Fee Type	fixed	EMD Percentage
Tender Fee Exemption Allowed	Yes			EMD Payable To	Nil	EMD Payable At
						Nil
Click to view modification history						
Work /Item(s)						
Title	Annual Rate Contract for Hiring of Services for Supply of Unarmed Security Personnel					
Work Description	Annual Rate Contract for Hiring of Services for Supply of Unarmed Security Personnel					
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	Manpower Supply	Sub category	NA	
Contract Type	Tender	Bid Validity(Days)	120	Period Of Work(Days)	730	
Location	AGCL Operational area	Pincode	786602	Pre Bid Meeting Place	NA	
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	Duliajan	
Should Allow NDA	No	Allow Preferential	No			

অসম চৰকাৰ Tender		Bidder	
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Critical Dates			
Publish Date	26-May-2025 12:30 PM	Bid Opening Date	10-Jun-2025 02:30 PM
Document Download / Sale Start Date	26-May-2025 01:00 PM	Document Download / Sale End Date	10-Jun-2025 02:00 PM
Clarification Start Date	26-May-2025 02:00 PM	Clarification End Date	09-Jun-2025 04:00 PM
Bid Submission Start Date	26-May-2025 02:00 PM	Bid Submission End Date	10-Jun-2025 02:00 PM

Tender Documents				
NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	Tender Document	1299.91
Work Item Documents	S.No	Document Type	Document Name	Document Size (in KB)
	1	BOQ	BOQ_70831.xls	284.00

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 Compative 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	26-May-2025 09:13 AM



Annual Rate Contract for Hiring of Services for
Supply of Unarmed Security Personnel
(Bid to be submitted in e-mode only)

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

TENDER/IFB NO.: C&P/Security_Service/25-26/01 dtd: 19.05.2025

E-TENDER WEBSITE: <https://assamtenders.gov.in>

BID CLOSING DATE & TIME: As mentioned in online e-tender portal

TECHNICAL BID OPENING DATE & TIME: As mentioned in online e-tender portal

PRICED BID OPENING DATE & TIME: Will be intimated to the eligible bidders in due time.

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 e-tenders from experienced and financially sound Govt. registered and License Holder Private Security Service Agency for Hiring of Services for Supply of unarmed private security personnel for security on ARC for (2+1) years. One complete set of Bid Document covering AGCL's IFB for procurement of above is uploaded in e tender website, <https://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 Govt's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

IFB No./ Tender No.	C&P/Security_Service/25-26/01
Type of IFB.	Single Stage Two Bid System (Open Tender)
Tender Processing Fee*	Rs. 2,000
Pre-bid meeting	To be uploaded on-line in e-Procurement portal.
Bid Closing Date & Time.	As mentioned in Online e-tender portal
Bid(Technical) Opening Date & Time	As mentioned in Online e-tender portal
Priced Bid Opening Date & Time.	Will be intimated to the eligible Bidders in due time

Bid Submission Mode.	Bid to be uploaded on-line in e-Procurement portal
Bid Opening Place/ Bids to be addressed to.	Office of The Manager (Materials) Assam Gas Company Limited Duliajan, Dist. Dibrugarh Pin- 786602(Assam) Email- agcmat@agclgas.com
Bid Validity.	120 days from bid Closing date.
Bid Security Amount*	Rs. 1,30,000.00
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 In case of Bank Guarantee, the BG of the same amount may be issued in the name of AGCL as per Annexure G. The hard copy of the BG should reach AGCL (Materials Dept.) on or before the bid closing date.
Duration of Contract	2 (two) years extendable by another year at the same rates, terms, conditions at the sole discretion of AGCL
Mobilization Period	15 days from the date of intimation via email.

*Vide govt. of Assam notification No. FEB. 269/2017/27 Dtd. Dispur the 21st August 2019. EMD & Tender processing fees should be paid through online by logging into Assam govt e-tender website, <https://assamtenders.gov.in> either through: Option1- Online payment or Option2 - NEFT/ RTGS.

Exemption from payment of Tender Fee: MSE Units (**Service Providers only who are capable of rendering the tendered services by themselves**) who are already registered with District Industry Centers or Khadi& Village Industries Commission; or

Khadi& Village Industries Board or Coir Board or National Small Industries Corporation; or

Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of their monetary limit, product category and capacity mentioned in their registration,

subject to submission of valid MSE registration certificate issued by appropriate authority.

Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020, Amended vide Gazette Notification No. CG-DL-E-160-62021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM Part-II or UAM till 30th June'2020 shall continue to be valid only for a period up to the 31st day of March,2022.

The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

- i. Udyam Registration Number with Udyam Registration Certificate; OR
- ii. Proof of registration with District Industry Centers or Khadi and Village Industries Commission; or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhar registration or registration with any other body specified by Ministry of MSME,

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.

2.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY SHARING LAND BORDER WITH INDIA:

It is for information of all Bidders that Office Memorandum No. F.No.6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Division under Department of Expenditure of Ministry of Finance will also be applicable against the tender. Therefore, all bidders are requested to be guided by the **Clauses** stipulated in the enclosed **Annexure-F** of this tender. In this respect, the format of **Undertaking** to be submitted by the bidders is given vide **Appendix-F1** of this tender.

3.0 The Company reserves the right to accept or reject any or all the offers without assigning any reason thereof.

4.0 AGCL now looks forward to your active participation against this Tender.

Thanking you

Yours Faithfully

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

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LIST OF ANNEXURES & APPENDICES APPLICABLE		
ANNEXURE A	:	INSTRUCTION TO BIDDERS & GENERAL CONDITIONS OF CONTRACT (GCC)
APPENDIX A1	:	BID SUBMISSION PROFORMA

APPENDIX A2	:	PRICE BID PROFORMA
APPENDIX A3	:	EXCEPTIONS/DEVIATIONS PROFORMA
APPENDIX A4	:	BIDDERS' PAST PERFORMANCE PROFORMA
APPENDIX A5	:	AUTHORISATION FOR ATTENDING TENDER OPENING PROFORMA
ANNEXURE-B	:	SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT (SCC)
ANNEXURE-C	:	BID EVALUATION & REJECTION CRITERIA
APPENDIX C1	:	FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF AUTHENTIC INFORMATION/DOCUMENTS
APPENDIX C3	:	FORMAT FOR CERTIFICATE OF ANNUAL TURNOVER & NET WORTH
APPENDIX C4	:	CERTIFICATE OF COMPLIANCES TO FINANCIAL CRITERIA
ANNEXURE-D	:	ORDER ACCEPTANCE FORM
ANNEXURE-E	:	PERFORMANCE SECURITY PROFORMA
ANNEXURE-F	:	RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY SHARING LAND BORDER WITH INDIA
APPENDIX F1	:	FORMAT FOR UNDERTAKING BY BIDDERS TOWARDS COMPLIANCE OF OFFICE MEMORANDUM F. NO. 6/18/2019-PPD DATED 23RD JULY, 2020 (PUBLIC PROCUREMENT NO. 1) ISSUED BY DEPARTMENT OF EXPENDITURE, MINISTRY OF FINANCE, GOVT. OF INDIA
APPENDIX G	:	Bank Guaranty in Lieu of Bid Security

ANNEXURE-A

Instruction to Bidders & General Conditions of Contract (GCC)

A.0 DEFINITIONS & INTERPRETATIONS:

The following words and expressions mentioned in the Tender/Purchase Order/Contract shall have the meaning hereby assigned to them, except where the PO/Contract/Work Order requires otherwise by context:

A.1 Applicable Taxes: Shall mean all statutory taxes, duties, cess, fees imposed upon the ordered item(s).

A.2 Bidder: Shall mean an individual or a Firm or any other Legal Entity or combination of Legal Entities, incorporated in India or abroad who has made proposal/submitted bid with objective of concluding a contract with the Purchaser. The term Bidder includes successor and permitted assigns of the bidding entity.

A.3 Bid: Shall mean the proposal along with supporting documents submitted by the bidder for consideration by the Purchaser.

A.4 Purchaser: Shall mean Assam Gas Company Limited (AGCL), a Govt. of Assam Undertaking, having its registered office at Duliajan 786602, Assam, India. The term Purchaser includes successor and permitted assigns of AGCL.

A.5 Consultant (if engaged): Shall mean the person or persons, firm or company or corporation who are the consulting engineer to the Purchaser.

A.6 Drawings: Shall mean and include engineering drawing, sketches showing plans, section and elevation in respect of purchase order together with modification and revision thereof.

A.7 Specification: Shall mean and includes all technical specifications, description, statements of technical data, performance characteristics, standards (Indian as well as International) as applicable and as specified in the purchase order.

A.8 Work Order: Shall mean the written order/contract document issued by the Purchaser in acceptance of the Proposal/Bid submitted by the Bidder and all attachments/documents referred to, together with all terms and conditions thereof including all subsequent amendments thereto.

A.9 Work Order Price: Shall mean the price payable by the Purchaser to the Bidder with respect to the purchase order/contract for full and proper performance of its contractual obligations.

A.10 Seller: Shall mean the person, firm or company or corporation; with whom the purchase order / contract is entered into by the Purchaser for the supply of equipment, materials, stores and services. The term Seller includes its successor and permitted assigns.

A.11 Domestic Bidder/Supplier/Seller: Contractor, manufacturer, supplier, distributor and/or consultant of items that are delivered or manufactured or fabricated items/equipment within India only.

A.12 Foreign Bidder/Supplier/Seller: Contractor, manufacturer, supplier, distributor and/or consultant of items that are delivered or manufactured or fabricated items/equipment outside India.

General Purchase Conditions:

A.13 Service: Shall mean erection, installation, testing, commissioning, provision of technical assistance, manpower assignment, training and other such obligation of the Bidder covered under the purchase order/contract.

A.14 Site: Shall mean the place or the premises at which the goods and/or services have to be supplied, erected and commissioned.

A.15 Completion Date: Shall mean the date on which all the contractual obligations of the Bidder are fulfilled. In case of supply involving installation and commissioning, completion date shall mean the date on which the goods are successfully commissioned by the Bidder and accepted by the Purchaser.

A.16 Language: Shall mean the language in use for communication, instruction, drawings, notes, bids etc. and the same shall be English only.

A.17 Day: Shall mean a calendar day of twenty-four (24) consecutive hours beginning at 00:00 hours with reference to local time at the respective location.

A.18 Working day: Means any day which is not declared to be holiday by the purchaser.

A.19 Gross Negligence: Means an act or failure to act (whether sole, joint or concurrent) by a party that was intended to cause, or which was undertaken with reckless disregard of, or wanton indifference to, the harmful consequences such party knew or should have known such act or failure would have had on the safety or property of another person, but shall not include any error of judgment or mistake made by such party in the exercise in good faith of any function, authority or discretion conferred on the party under this agreement.

A.20 Wilful Misconduct: Means intentional disregard of good and prudent standards of performance or proper conduct under the contract with knowledge that it is likely result in any injury to any person or persons or loss or damage of property of the Purchaser or Third Party.

A.21 Confirmation of Order:

a) On acceptance of the offer, Successful Bidder shall be communicated through e-mail on placement of Firm Order. The Successful Bidder must communicate the acceptance of the Purchase Order within two weeks or within such time, as specified in the Purchase Order, from the date of receipt of the same. The acceptance of the Purchase Order by the Successful Bidder shall form the concluded contract.

b) The Purchaser reserves the right to cancel the order if the successful bidder does not confirm acceptance of the order (confirmation) in writing within two weeks of receipt or within such time, as specified in the Purchase Order. Refer Annexure D for order acceptance.

c) Any amendments or additions or alterations to the order shall only be effective if the Purchaser confirms such in writing. No verbal agreements amending the terms of this order are valid unless both the Purchaser and the Supplier duly confirm them in writing. However, in the event such amendment is made based on the request of the Supplier, no separate confirmation is required from the Supplier and the amendment is deemed to have confirmation from the Supplier, unless the Supplier within one week of receipt of amendment order, contested the amendment in writing.

1.0 ELIGIBILITY TO BID:

1.1 The bid should be from Service provider who are capable of rendering the tendered services by themselves.

1.2 SALE OF TENDER DOCUMENTS TO FIRMS WITH WHOM BUSINESS HAS BEEN BANNED / SUSPENDED: Firm(s) to whom no further business is to be given or dealings with whom have been banned / suspended are not eligible to participate in the tender and any bid received from such firm(s) shall not be considered and will be returned un-opened to the concerned firm(s).

2.0 TRANSFERABILITY OF BID DOCUMENTS

2.1 The Bid documents are non-transferable. The bid can only be submitted in the name of the bidder in whose name the bid document has been issued.

2.2 Unsolicited offers will not be considered and will be straightway rejected.

2.3 Employees of AGCL are prohibited from submitting and also from getting others to quote on their behalf.

3.0 TENDER PROCESSING FEE

3.1 In case of open tenders, prospective bidders can register themselves in e-portal after payment of requisite non-refundable tender processing fee. The bidders shall be able to create the bid online only after payment of tender processing fee.

3.2 EXEMPTION OF TENDER FEE/TENDER PROCESSING FEE: Please refer Forwarding letter against this Tender.

3.3 CANCELLATION OF TENDER - REFUND OF TENDER PROCESSING FEE: The tender PROCESSING fee shall be refunded to the concerned bidder in the event, a particular tender is cancelled. In case of cancellation of the tender, wherever tender fee is required to be refunded, refund of the same shall be made to the bank account No./card used for making payment towards TENDER PROCESSING FEE.

4. LANGUAGE OF BID:

- 4.1. 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/ Consultant, shall be in English.
- 4.2. 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.

5.0 COST OF BIDDING:

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

5.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without seeking any clarifications.

6.0 AMENDMENT TO BIDDING DOCUMENTS:

6.1 At any time prior to the bid closing date, AGCL may for any reason, whether at its own initiative or in response to clarifications requested by the prospective bidder(s), modify the bidding document by amendment(s). Amendments to the NIT after its issue will be published on AGCL's website and e-tender portal only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on AGCL's website and e-tender portal. Prospective bidders are requested to visit website regularly to keep themselves updated.

6.2 AGCL may at its discretion if considered necessary, extend the deadline for the submission of bids.

7.0 CONTENTS OF OFFERS:

7.1.1 The Prices along with price related conditions shall be filled online in the Price-Bid screen. Any documents sought to be attached with price bid shall also be attached at appropriate place must be digitally signed. Unpriced techno-commercial Bids shall be submitted in the prescribed bid proforma as per Appendices A1 to A6 and Appendices C1 to C4. The above Appendices shall be duly filled in without any alteration to AGCL's proforma. The above Appendices along with all other techno-commercial documents other than price details to be submitted with unpriced bid as per tender requirement should be placed in the 'unpriced' bid folder.

7.1.2 The bid and all attached documents should be digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000 before bid is uploaded. If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The authenticity of above digital signature shall be verified through authorised CA after bid opening and in case the digital

signature is not authorized the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.

7.1.3 The Bidders are advised in their own interest to ensure that all the points brought out in this tender document are complied with in their bid failing which the offer is liable to be rejected.

7.1.4 The bids can only be submitted in the name of the Bidder who has been permitted to participate in the bid. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures. It shall be complete and free from ambiguity, change or interlineations.

7.1.5 The bidder should indicate at the time of quoting against this tender their full postal and Fax/Email addresses.

7.1.6 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company.

7.1.7 The Bidder, in each tender for procurement of goods, will have to give a certificate in its offer, that the terms and conditions are acceptable to it in toto.

7.1.8 The bidders shall fill-in online the appropriate price schedule i.e. the net unit prices of the goods they propose to supply and other pricing details etc. as per the pricing condition separately. (SOR Reference in APPENDIX A2)

7.3 GOODS & SERVICES TAX(GST)

- a) For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
 - a. GST - means any tax imposed on the supply of goods and/or services under GST Law.
 - b. Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
 - c. GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
- b) The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, AGCL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and AGCL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. 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.

- c) Offers without giving any of the details of the taxes (Including rates and amounts) as specified above 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.
- d) Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to AGCL by way of lower prices/taxes and also provide details of the same as applicable. AGCL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to AGCL.
- e) AGCL shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by AGCL and used by bidders and the consideration for which is recovered by AGCL in the form of reduction in the invoice raised by bidders then AGCL will raise GST invoices on such transactions and the same will be reimbursed by bidders.

I) When Input tax credit is available for Set Off

Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to AGCL. AGCL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders.

II) When Input tax credit is NOT available for Set Off

Evaluation of L-1 prices shall be done based on Quoted price only. AGCL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders.

- f) Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be,

payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by AGCL in the customized format shared by AGCL in order to enable AGCL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable AGCL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

- g)** In case Input Tax Credit of GST is denied or demand is recovered from AGCL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify AGCL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. AGCL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidder
- a.** In case there is a requirement to obtain registration by the bidder under the Indian laws (including but not limited to GST) for carrying out the transaction proposed under the tender/contract, bidder shall be the sole responsible person for obtaining such registration. Further, any cost associated with obtaining any such registration or complying with Indian laws (including but not limited to GST) shall be borne by the bidder solely. Any additional tax burden (including interest and penalty etc.) arising out of non-compliance of this requirement by the bidder will be to the bidder's account.
- b.** In no case AGCL shall bear any additional liability for the arrangement between bidder and its suppliers/sub-vendors for complying with 'local content'.
- h)** All taxes, stamp duties and other levies for the services including installation/commissioning, Training etc. shall be to the Bidder/ Seller's account.
- i)** Income Tax /Service Tax on the value of the Services rendered by the Bidder/Seller in connection with installation/commissioning, raining etc. shall be deducted at source from the invoices at the appropriate rate under the I.T. Act &Rules from time to time.

7.4 STATUTORY VARIATION: Any statutory variation (increase/decrease) in the rate of GST/Custom Duty or any statutory levy after the closing date of tenders/revised priced bid, as the case may be, but within the contractual delivery/completion period will be to the account of AGCL subject to documentary evidence. However, any increase in GST/Custom Duty or any statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.

7.11 VALIDITY OF BIDS: Validity of the bid shall be at least up to the validity mentioned in the tender document. If nothing is mentioned by the bidder in their offer, it will be presumed that the offer is valid as asked for in the tender document. Bids with lesser validity shall be liable to be rejected.

7.11.1 FREEZING AND SUBMISSION OF OFFER BY BIDDER: After getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected. Bidder should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats, and should be free from virus. The Bidders shall update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. If there is more than one document, they can be clubbed together. The bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.

7.13 FURNISHING FRAUDULENT INFORMATION/ DOCUMENT: If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.

7.14 BACKING OUT BY BIDDER AFTER ISSUE OF Letter of Award (LOA)/Letter of Intent(LOI): In case the Bidder does not accept the LOI/Work Order issued within validity of their offer, the Bid Security (wherever applicable) shall be forfeited and the firm shall be debarred for 2(two) years.

7.15 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS: Prospective bidders are advised to ensure that their bids are complete in all respects and conform to AGCL's terms, conditions and bid evaluation criteria of the tender. Bids not complying with AGCL's requirement may be rejected without seeking any clarification.

8.0 BID SECURITY (Applicable only in case of tenders wherever specifically mentioned):

- a) Bidders shall submit EMD/Bid Security for the amount as indicated in Forwarding Letter.
- b) Vide Govt. of Assam notification No.FEB.269/2017/27 Dtd. Dispur the 21st August 2019, EMD should be paid through online by logging into Govt. of Assam e-tendering website www.assamtenders.gov.in either online payment or NEFT/RTGS.
- c) The 'Bid Security' is required to protect AGCL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture.
- d) AGCL shall not be liable to pay any Bank charges, commission or interest on the amount of 'Bid Security'. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'

- e) Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned without interest within 30 (thirty) days after the notice for award of contract to the Successful Bidder.
- f) The Successful Bidder's 'Bid Security' will be discharged within 30 days from the last date of supply of material and submission of PBG.
- g) The 'Bid Security' may be forfeited:
 - i) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - ii) In the case of a successful Bidder, if the Bidder fails:
 - To accept the "Notification of Award"
 - To furnish "Contract Performance Security / Security Deposit"
 - To accept 'arithmetical corrections'.

8.1 EXEMPTION OF BID SECURITY: Central Govt. Departments, Central Public Sector Undertakings are exempted from submitting Bid Security. Bidders registered with MSE units (Service Providers only who are capable of rendering the tendered services by themselves) which are themselves registered with District Industry Center or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation(NSIC) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are also exempted from submitting Bid Security irrespective of monetary limit mentioned in their registration certificate provided they are registered for the same item(s)/services for which tender has been invited and provided they submit offer for their own products/services. However, the valid registration certificate issued by the authorities as above and indicating the category of item/services and the monetary limit for which they are registered must be submitted by the bidders along with their bids (Technical) without which the bidders will not be entitled for the exemption. Also "Startups" as defined in Gazette notification No. D.L-33004/99 dated 18/02/2016 and 23/05/2017 of Ministry of Commerce and Industry are exempted from furnishing Bid Security, provided they are registered for the quoted items up to the monetary limit, they intend to quote and subject to their enclosing with their Bid a copy of latest and current 'Registration Certificate'.

9.0 PERFORMANCE SECURITY (Applicable only in case of tenders wherever specifically mentioned)

9.1 The successful bidder shall furnish to Company the Performance Security in the prescribed format enclosed (Annexure E) herewith within 30 days of receipt of the formal purchase order by the successful bidder failing which AGCL reserves the right to cancel the order and forfeit the Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above.

9.2 The amount of Performance Security and the date of expiry of the Performance Security shall be as indicated in the Purchase Order. The amount of

Performance Security in case of Procurement of Goods shall be 10% of order value (unless specified otherwise).

9.3 The Performance Security shall be denominated in Rupees and shall be in any one of the following forms:

(a) A Bank Guarantee in the prescribed format issued from any scheduled Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank only will be accepted. Bank Guarantees issued by Banks in India should be on nonjudicial stamp paper/Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Bidder. Bank Guarantee with any condition other than those mentioned in AGCL's prescribed format shall not be accepted and bids submitted by bidders with such Bank Guarantee will be liable for rejection.

(b) A Cashier's cheque or Demand Draft with validity of minimum 90 days or as per RBI's guidelines, drawn on "Assam Gas Company Limited" and payable at Duliajan, Assam. (Note: In case of submission of Demand Draft/Cashier Cheque towards Performance Security by Bidder, AGCL shall encash the Demand Draft/Cashier Cheque. However, the return of Performance Security will be governed by the terms and conditions of the Bid Document / Purchase order.

9.4 The Performance Security specified above must be valid for 3(three) months beyond the Contract Period indicated in the Work Order /contract agreement. The Performance Security will be discharged by Company not later than 30 days following its expiry after completion of obligations under the order/contract. In the event of any extension of the Warranty period of the Purchase Order/Contract, Bank Guarantee should be extended by the Seller/Contractor by the equivalent period.

9.5 The Performance Security shall be payable to Company as compensation for any loss resulting from Supplier's/Contractor's failure to fulfil its obligations under the order/Contract.

9.6 The Performance Security will not accrue any interest during its period of validity or extended validity. AGCL shall not be liable to pay any bank charges, commission or interest on the amount of Performance Security.

9.7 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., Email address and Branch Code.

9.8 Failure of the successful Bidder to comply with the requirements of clause 9.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

9.9 In the event of Seller's/Bidder's failure to discharge their obligations under the order/Contract, the Performance Security shall be encashed and the proceeds thereof shall be forfeited without any further reference to the Seller/Bidder.

9.10 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the LOI/Purchase Order issued/placed on the bidder shall be treated as

cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such bidder shall be invoked without any further reference.

9.12 The supplier/contractor will extend the validity of the Performance Security, if and whenever specifically advised by AGCL, at the Bidder/Seller/contractor's cost.

9.13 If it is found that a bidder/Seller/Contractor has furnished fraudulent document/information, the Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, the period of debarment may be enhanced.

10.0 DOCUMENTS COMPRISING THE BID:

10.1 The bid prepared by the bidder shall comprise the following components, duly completed:

- a) Price schedule (Refer on-line Price Schedule as applicable)
- b) Bid Submission Proforma duly filled in (Refer Appendix A1)
- c) Exceptions/Deviations Form duly filled in (Refer Appendix A3)
- d) Bidder's past supplies proforma duly filled in (Refer Appendix A4)
- e) Authorisation letter for attending Tender Opening (Refer Appendix A5)
- f) Confirmation about the Performance Security, wherever required

11.0 SUBMISSION AND OPENING OF BIDS:

11.1 The bid along with all annexures and copies of documents should be submitted in e-form only through Assam Tenders e-bidding portal. The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance.

1. Any document required to be submitted in original as per tender requirement.
2. If Sample is called for in the Tender.
3. Printed catalogue and Literature if called for in the NIT.

For the above mentioned sub-points, the documents submitted in physical form, should duly bear the tender number and date of closing/opening prominently underlined, along with the address of Purchaser's office, as indicated in Invitation For Bids.

12.0 DEADLINE FOR SUBMISSION OF BIDS:

12.1 No bid can be submitted after the submission dead line is reached. The system time displayed on e-procurement web page shall decide the submission dead line.

13.0 CLARIFICATIONS OF BIDS:

13.1 No unsolicited correspondence after submission of the offer will be taken cognizance of or responded to.

13.2 After the opening of the bid, AGCL may at its discretion ask the bidder for clarification of its bids. The request for clarification and response shall be in writing and no change in the price or substance of the Bid shall be accepted. The reply of the bidder should be restricted to the clarifications sought and the reply should adhere to the time limit as indicated in the communication from AGCL.

14.0 EXTENSION OF BID SUBMISSION DATE: Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, AGCL may at its discretion, extend the Bid Closing Date and/or time.

15.0 LATE BIDS: Timely submission of tenders is the responsibility of the bidder. Bidders are advised in their own interest to ensure that bid are uploaded in system well before the closing date and time of the bid.

16.0 OPENING OF BIDS:

16.1 The bid will be opened on the date & time of opening as indicated in e-portal.

16.2 In case of unscheduled holiday on the closing/opening day of bid, the closing/opening date shall be re-fixed to next working day, the time notified remaining the same.

17.0 COMPLIANCE WITH TENDER:

17.1 Bidder's offer must conform in all respects with the applicable specifications, drawings and terms and conditions of the tender. Any deviation from the tender specifications or terms and conditions must be clearly and explicitly stated. In order to be considered responsive, the Bidder must enclose Appendix A3 (duly filled in) with their Bid.

17.2 AGCL reserves the right to accept / reject any deviation in bidder's offer pertaining to the materials specifications or to the terms and conditions stipulated in this tender without assigning any reason other than Bid Rejection Criteria specified in the Bid document.

18.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

AGCL reserves the right to accept / reject or prefer any offer either in full or in part or annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder (s) of the ground for AGCL's action.

31.0 FORCE MAJEURE:

31.1 In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligations under the agreement when entered into, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by e-mail(official)/telegram / telex / fax to other party as soon as possible (within maximum one week), after the occurrence of the cause relied on then the obligations of the party giving such notice with proper documentary evidence so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort.

31.2 The term "Force Majeure" as used herein shall mean 'Acts of God' including Landslides, Lightning, Earthquake, Fires, Storms, Floods, declared Wars, Blockades, insurrection, riots, Government regulations etc., which are not within the control of the party claiming suspension of its obligations within the meaning of the above Clause 32.1 and which renders performance of the contract by the

said party completely impossible.

32.0 DEFAULT:

32.1 In the event of an Contract with the Bidder, if the Bidder/Seller contravenes any of the provisions of the Contract or neglects to carry out his obligations of the Contract, AGCL may give notice in writing thereof requiring the Bidder/Seller to remedy the breach within seven days, or within such period as AGCL may agree to be reasonable and in the event of Bidder's/Seller's failing to do so, AGCL will be at liberty to purchase the goods elsewhere or have the work which the Bidder/Seller has neglected to do, carried out by some other person at the Bidder's/Seller's expense. In such an event AGCL shall have the right to terminate the Contract.

33.0 TERMINATION:

33.1 Termination on expiry of the contract/order: This Agreement/ Order/ Contract shall be deemed to have been automatically terminated on the expiry of the contract/delivery period unless AGCL has exercised its option to extend this contract/order in accordance with the provisions, if any, of this contract/order.

33.2 Termination of contract for death: If the CONTRACTOR/SUPPLIER is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR//SUPPLIER is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract/Order, the COMPANY is entitled to cancel the Contract/Order for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR/SUPPLIER and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

33.3 Termination on account of Force Majeure: Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Para 32.0.

33.4 Termination on account of insolvency: In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

33.5 Termination for Unsatisfactory Performance: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the

option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday for a period of 2 years.

33.6 Termination due to change of ownership and Assignment: In case the CONTRACTOR's rights and/or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.

33.7 If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORS being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.

33.8 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 34.1 to 34.7 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.

33.9 Consequence of Termination: In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel & materials.

Demobilization charges shall not be payable by COMPANY in case of Article from 33.4 to 33.7.

34.0 APPLICABLE LAW: The contract/ order arising out of this tender shall be interpreted in accordance with and governed by the laws of India.

35.0 ARBITRATION:

35.1 All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Tender and consequent Contract or the breach thereof shall be mutually settled. However, in case no such mutual settlement is arrived at, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian

Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force. The venue of arbitration shall be at Duliajan unless otherwise agreed by AGCL.

35.2 In case of dispute with the Bidder who happens to be a Public Sector Undertaking, the same shall be resolved as per Department of Public Enterprises (DPE) guidelines.

36.0 BID REJECTION CRITERIA: The bids must conform to the specifications, terms, and conditions given in the NIT. Bids shall be rejected in case the items offered do not conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international /national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected:

36.1 Bidders shall offer firm price through delivery and not subject to variation on any account. Bids with adjustable price shall be treated as non responsive and rejected.

36.2 Offers with inadequate validity will be rejected.

36.3 The authenticity of the digital signature shall be verified through authorised CA after bid opening and in case the digital signature is not authorized the bid will be rejected.

36.4 Any offer containing incorrect statement will be rejected.

36.5 To ascertain the substantial responsiveness of the bid, clarification in respect of clauses covered under BRC can be asked from the bidder and such clarifications fulfilling the BRC clauses must be received on or before the deadline given by the company, failing which the bid will be summarily rejected.

36.6 Bidder must accept and comply with the following clauses as given in the Bid Document, failing which bid will be liable for rejection:

ii. Force Majeure Clause

iii. Arbitration Clause

iv. Acceptance of Jurisdiction and Applicable Law clause

v. Liquidated damage and penalty clause

38.0 PURCHASE PREFERENCE: AGCL reserves the right to allow purchase preference facilities as admissible under the existing policy. However, the provisions are subject to change as per Govt. Guidelines and the provisions ruling at the time of bid (price bid in case of two bid/stage system) opening will be applicable. Bidders are requested to take a note of the latest guidelines of the Govt. in this regard on their own and quote accordingly.

40.0 General Health, Safety & Environment (HSE) Guidelines: (Applicable in case of the Purchase Orders involving Fabrication, Installation and Commissioning at Purchaser's site)

40.1 It will be solely the Bidder's responsibility to fulfill and to comply 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.)

40.2 It will be entirely the responsibility of the Supplier/ his supervisor/representative to ensure strict adherence to all HSE measures and

statutory rules during operation in AGCL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/ Safety Officer/ Engineer/ Official/ Supervisor/ Junior Engineer for safe operation.

40.3 Any compensation arising out of the job carried out by the Bidder whether related to pollution, Safety or Health will be paid by the Bidder only.

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

40.5 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 Purchaser shall have the right to direct the Bidder to cease work until the non-compliance is corrected.

42.0 ERRING/DEFAULTING AGENCIES: Erring and defaulting agencies like bidder, Seller, supplier, vendor, and service provider will be dealt as indicated in this Tender. Moreover, AGCL reserves the right to take legal or any other action on the basis of merit of the case.

43.0 WAIVERS: It is fully understood and agreed that none of the terms and conditions of this agreement shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

44.0 SEVERABILITY: Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

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.

Price Schedule Proforma

Sl. No.	Category of Workman	Total Workman in Nos.	Basic Rate/Month in Rs.	GST	Profit Margin	Total Rate/Month	(Total Rate/Month) ×(Total Workman) B x A
		A	X	Y	Z	B=(X+Y+Z)	
1	Security guard (Unarmed)	30	14,339.30				

(Prices are to be quoted as per online format)

APPENDIX A3

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

APPENDIX A4

PROFORMA IF BIDDER'S PAST SUPPLIES

SL.NO	ADDRESS OF CLIENT, NAME	ORDER NO. & DATE	DESCRIPTION DETAILS	TOTAL SERVICE SUCCESSFULLY EXECUTED

NOTE:- CERTIFICATE FROM CLIENTS TO BE ENCLOSED ALONG WITH THIS PROFORMA

Signature of the Bidder:_____

Name_____

Seal of the Company

APPENDIX A5

PERFORMA OF AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

To,
Assam Gas Company Ltd.
Duliajan-786602
Subject: Tender No.----- due on-----
for _____

Dear Sir,

**Mr. _____ has been authorised to be present at the time of opening
of above tender on my/our behalf.**

Yours faithfully
Signature of Bidder

Name:

Designation:

For & on behalf of:

Copy to: Mr----- for information and for production before the bid opening authority at the time of opening of bids.

ANNEXURE-B

Scope of Work & Special Conditions of Contract (SCC)

SCC shall be read in conjunction with the General Conditions of Contract. Where any portion of the General Conditions of Contract (GCC) is repugnant to or is at variance with any of the provisions of the SCC and unless a different intention appears, the provisions of the SCC shall prevail over the provisions of the GCC.

1. Scope of Work:

AGCL invites tender from experienced and financially sound Govt. registered and License Holder Private Security Agency to provide unarmed private security personnel for security and having knowledge on Fire & Safety to be deployed in AGCL's operational area for a period of Two (02) years + One (01) year extendable at the same rates, terms and conditions at the sole discretion of AGCL.

The Manpower requirement is tentative and may vary during the award and execution of Work.

Typical manpower deputation would be as below:

Sl. No.	Type of Manpower	Duty Hours	UOM	Quantity
1	Security Guard, unarmed	Shift working i.e. A shift – 06:00 AM to 02:00PM B shift – 02:00 PM to 10:00PM C Shift – 10:00 PM to 06:00AM	No.	30

Sl. No.	Category of Workman	Total Workman in Nos.	Basic Rate/Month in Rs.	GST	Profit Margin	Total Rate/Month	(Total Rate/Month) × (Total Workman) B x A
		A	X	Y	Z	B=(X+Y+Z)	
1	Security guard (Unarmed)	30	14,339.30				

Notes:

The Agency/Contractor shall quote their rates for the Profit Margin, any statutory increase on account of minimum wage etc. (issued by GOA) will be borne by the company (AGCL).

The amount incurring to EPF @13%, ESIC @3.25% and Bonus of the workman employed shall be borne by AGCL and shall be credited to Agency/Contractor subject to submission of invoice and relevant documents.

*The tendered quantity of manpower will have to be mobilized from time to time throughout the Contract Period (and not at once), which will be notified at the time of issue of Work Order/LOI.

The scope of work (extent) of the Agency/Contractor shall include but not limited to the items mentioned below

1. Deployment of Manpower will be at any station of AGCL, or any other location in Assam.
2. The Company (AGCL) may increase or decrease the number of manpower depending on its requirement.
3. Accommodation arrangements for keeping security guards near the installation will not be borne by AGCL.
4. Guards shall be responsible for communicating all important events to their supervisor and AGCL authority.
5. Security agency shall be responsible for guarding AGCL's property such as equipment's, pipelines, valves, accessories, electrical systems, generators, etc. installed in the stations.
6. Security Personnel shall act as a first responder and able to operate portable fire extinguishers and provide basic life support during any emergency situations or operational exigencies.
7. The selected agency will have to provide for security uniforms as per prevailing standards of AGCL
 - a. Uniforms, 2 pairs per year
 - b. Woolen Sweater, 1 No. per year
 - c. Belt
 - d. Cap with cap badge.
 - e. Shoulder Badge.
 - f. Lanyard
 - g. Whistle
 - h. Baton/Stick - for day & night shift personal.
 - i. High beam rechargeable Torch (intrinsically safe/flame proof) for each post (2 nos. per station per year)
 - j. Boot (2 pairs per head per year)

Any other item in specific requirement for the employee as per existing rule of the Govt.

The contractor shall not recover or deduct as an advance from the salary of the persons deployed at specified AGCL locations/ stations on account of providing them Uniform, Safety Shoes, Belts, Whistle, etc. and other such items. The Contractor ensures that its employees, while on duty, wear such uniforms. If the contractor fails to do so, penalty shall be charged as per COMPENSATION FOR NON-FULFILMENT OF OBLIGATIONS UNDER HANDLING AND MAINTENANCE OF MANPOWER CONTRACT

It is assumed that before quoting for this contract, the contractor has visited the site to understand the quantum of work.

Contractor/Agency is required to submit documentary evidence in respect of qualification and experience of supplied manpower to AGCL for approval before deputing on site.

The Contractor shall not engage minor labour below 18 (Eighteen) years of age

under any circumstances.

The Security personnel deployed must be Indian citizens, permanent resident of Assam. Agency/Contractor will have to submit Proof of Residence of each personnel during mobilization.

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 Clauses applicable and is also liable to be terminated as per Termination Clause of the tender.

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.

Agencies/Contractor shall provide proper identity card to the deployed personnel duly signed by the authorized representative. The contractor/agency shall have to ensure receipt of all assets like identity card etc in case of termination of contract or in case of resignation of any employee engaged by Agency/contractor. Contractor/ Agency will be responsible in case of misuse of it.

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 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 subcontractor 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. Assam Private Security Agencies Rules, 2008 (APSAR, 2008)
- III. Workmen's Compensation Act 1923.
- IV. Industrial Disputes Act, 1947
- V. Minimum wages Act 1948
- VI. Employees State Insurance Act 1948

- VII. Maternity Benefit Act 1961
- VIII. Mines Act 1952
- IX. Employees provided funds and Misc., Provisions Act 1952.
- X. Contract Labour (Regulation and Abolition) Act 1970
- XI. Minimum Wages Assam Rules 1952
- XII. Factories Act 1948
- XIII. Shops and Establishment, Factories Act.
- XIV. Interstate Migrant (Regulation of Employment and Condition of Service) Act, 1979.
- XV. Employees' Deposit Linked Insurance Scheme, 1976
- XVI. 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.

In case the contractor fails to submit full pay details and the contributions payable of his employees employed under this project, AGCL shall recover from the Monthly Bills of the contractor the amount of the shortfall in contribution assessed by the concerned authorities. The amount so recovered shall be paid to the concerned authorities against the actual contribution payable for Employees State Insurance or Employees Provident Fund, etc.

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:

- XVII. Making good the loss suffered by his employees due to non-fulfilment of Contract Labour (R&A) Act, 1970 or any other Act
- XVIII. Non-payment of wages/minimum wages under the applicable statutes.
- XIX. Deductions from the wages of his employees which cannot be justified under the Contract Labour (R&A) Act 1970.
- XX. Non-observance of any of the provisions of the Contract Labour (R&A) Act, 1970.

The contractor/agency shall provide the police verification of all the employees provided by him prior to the service. Police verification shall be submitted within 45 days after the issue of the LOA/Work Order failing of which penalty would be applicable as per COMPENSATION FOR NONFULFILMENT OF OBLIGATIONS UNDER HANDLING AND MAINTENANCE OF MANPOWER CONTRACT.

HR Norms and Policy shall be followed for the Deputed Manpower as per AGCL including working hours, and holiday Calendars. However, personnel may be required to be deployed on need-basis with no additional charges during holidays also.

Contractor/Agency to pay or provide the payment of salaries/ wages of the deployed security personnel within 7 days from the beginning of every month.

De-Mobilization: On receipt of demobilisation notice from Company (AGCL) after completion of duration 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: Demobilisation Charges will not be applicable in this Tender/ Contract.

4. INSURANCE:

CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

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) for each calendar month for the jobs performed in the preceding month. All statutory Govt. deductions shall be applicable while releasing payment.

7.PRICE ESCALATION: There will not be any escalation of price during the entire period of the contract. However, any statutory increase on account of minimum wage etc. (issued by GOA) will be borne by the company.

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

9.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.

10.LIQUIDATED DAMAGE: In case of delay in mobilization beyond the scheduled date (15 days from the intimation via email to the successful bidder). 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 of the undeployed manpower will be deducted for the delay in mobilization unless such delay is attributable to the owner or due to Force Majeure.

11.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-C

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:

The bidder must be a State or Central Govt. registered and license holder of Security Supplying Agency having authority to operate in all districts of Assam. The bidder should have registered office in any of the districts of Assam. The bidder must have up-to-date PF Registration, GST Registration, PAN Card, Labour License, ESI registration having operational permit for all districts of Assam and have to submit all necessary documents. Bidders/agencies that have a tie-up with recognized Security and Fire & Safety Training Institutes will be given preference.

The bidder must have experience of successfully executing at least one job of supplying security personnel to any Govt. Organization /PSU in Assam for a minimum duration of 2 years in the last 5 years reckoned from the date of issue of this tender. The bidder must submit along with the technical bid the

copy of the work order and completion certificate.

*Similar work: contract for supplying of manpower consisting of security personnel having knowledge on Fire & Safety.

*Relaxation of Prior Experience-Prior Turnover for Startups and Micro & Small Enterprises shall be given for MSE Units (Service Providers only who are capable of rendering the tendered services by themselves) who are already registered with District Industry Centers or Khadi& Village Industries Commission; or Khadi& Village Industries Board or Coir Board or National Small Industries Corporation; or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of their monetary limit, product category and capacity mentioned in their registration, subject to submission of valid MSE registration certificate issued by appropriate authority.

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

1.1.1A 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 rate contract which is still running and the quantity executed till one day prior to the original bid due date 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 supply 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) Gross 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. The agency should have not been blacklisted by any Central PSU/State PSU . The agency shall enclose self-certification on non-judicial stamp paper of Rs.100/-."I We..... (Name of owner of agency) the (Name of agency) confirm that proprietor/owner of (Name of the agency) have never been blacklisted by any Central PSU/State PSU. I/We also undertake to indemnify to AGCL any expenditure incurred loss suffered by it by our act of misrepresenting or concealing facts. It is understood by us that false documents submitted by us may lead to termination of our contract/participation."
- e. Following experience will also be taken into consideration:
 - (i) If the prospective bidder has executed contract/order in which supply 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/quantities in the BEC.

Proof of work experience against Para D. (i) and (ii) above, to satisfy a) work/supply defined above b) minimum prescribed value/quantity/period c) prescribed period of 05 years, to be submitted as below:

Bidder must submit the breakup of similar work/supply and its value/quantity executed within the prescribed period of 05 years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).

Proof of work experience against Para D. (iii) above, to satisfy a) work defined above b) minimum prescribed value/quantity/period c) prescribed period of 05 years, to be submitted as below:

2.0 FINANCIAL EVALUATION CRITERIA:

2.1 The minimum annual turnover achieved by the bidder as per their audited financial results in any one of the 3 (three) immediate preceding financial year shall be above Rs. 50 Lakhs

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 2023-2024 shall be INR 35.00 Lakhs.

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 as per APPENDIX C4

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 Price Bid Format, 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 item in the “Price Bid Format” 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 manpower received & accepted by AGCL, as the case may be.

4.5 Bid shall be evaluated both in terms of Quality as well as Quoted Price, i.e. Quality & Cost Based Selection Methodology (QCBS).

SL. NO.	Description	Scoring Background	Points allotted	Remarks
1	Licence holder from competent authority to operate in Assam	Having permit to operate in All Districts of Assam	15	Documentary evidence needs to be published
		Having permit to operate in more than 5 Districts	10	
		Having permit to operate in 5 or less than 5 Districts	5	
2	Having tie-up with Fire & Safety Institutes and provided training to the number of; personnel in F&S for last 2 years reckoned	Average of 200 and above	15	Documentary evidence needs to be published
		Average of 100 to 199	10	
		Average of less than 100	5	
3	Valid ISO Certification	ISO 9001 certification	10	Copy of certificates
		Any other ISO certification	5	

4	Having registered office in Assam	In Dibrugarh District	15	
		In any other district	10	
	TOTAL		100	

*with additional certificates/courses as per the nature of job demands

Qualified technical bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria shall be considered for further evaluation as per **Quality and Cost Based Selection Methodology (QCBS)**, using the following formula:

$$B=(L1/L)\times 100\times 0.4 + (Q/Q_{\max})\times 100\times 0.6$$

Where,

B = Evaluated Bid Score
L1 = The lowest among the evaluated price bids
L = Evaluated price bid of the bidder
Q = Total marks obtained by the bidder in Quality Criteria
Qmax = Total marks achieved by the best bid among all responsive bids against Quality Criteria
60% weightage will be given to the Quality criteria and **40% weightage** will be given to the Quoted Price.

Note: The bid with the **highest Evaluated Bid Score (B)** 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 PURCHASE PREFERENCE CLAUSE:

6.1 PURCHASE PREFERENCE TO MSE BIDDERS: Purchase Preference to Micro and Small Enterprises is applicable for this tender.

6.1.1 In case participating MSEs Quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

6.1.2 In case of more than one such MSE qualifying for purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for purchase preference.

6.1.3 Documentation required to be submitted by MSEs: Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 DATED 16th June 2021 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM-Part-II or UAM till 30th June'2020 shall continue to be valid only up to the 31st December, 2021.

Bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following documents along with the technical bid for availing the benefits applicable to MSEs.

i. Udyam Registration Number with Udyam Registration Certificate

or

ii. Proof of registration with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar registration or registration with any other body specified by Ministry of MSME.

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency

who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.

7.0 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 C1

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,
Sr Manager(C&P)
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 C3

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:

YEAR TURN OVER	
In INR	NET WORTH
	In INR

Place:
Date:

Seal:

Membership Number:

Signature

Registration No.:

UDIN:

APPENDIX C4

(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-D

PURCHASE ORDER ACCEPTANCE

To
M/s. AGC Limited,
Duliajan

Sub: Purchase 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-E

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 here in:

- a) Our liability under this Bank Guarantee shall is 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 - F

RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum **F. No. 6/18/2019-PPD** dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

Bidders must submit duly sealed & signed undertaking as per format provided vide, “**Appendix F1**” along with the technical bid.

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

Validity of Registration:

In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder from a country which shares a land border with India “for the purpose of this Order means: -
 - (a) An entity incorporated, established or registered in such a country; or
 - (b) A subsidiary of an entity incorporated, established or registered in such a country; or

- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (III) above will be as under:

- 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation –

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

7. The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

APPENDIX F1

Format for Undertaking by Bidders towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (Public Procurement no. 1) issued by Department of Expenditure, Ministry of Finance, Govt. of India

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

Ref. No. _____ Date: _____

Assam Gas Company Limited
DULIAJAN, ASSAM, INDIA

Subject: Tender No. _____ Date: _____

Dear Sirs,

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]”

We also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, AGCL has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.

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)

Note : This form should be returned along with offer duly signed.

ANNEXURE-G

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.DatedFOR SUPPLY OF
SECURITY PERSONNEL WHEREAS
.....(HEREINAFTER CALLED 'THE
Bidder' has submitted Bid dated for supply of Security Personnel (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)

Full name, designation and address
(In legible letters) with Bank Stamp
Dated :

WITNESS NO. 2

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