



# TENDER FOR PROCUREMENT OF INSULATING IOINT

(Bid to be submitted in e-mode only)

#### **INVITATION FOR e-BID UNDER SINGLE STAGE TWO BID SYSTEM**

TENDER/IFB NO.: MTL/PUR/IJ/PL/2023-24/53 dtd: 26-10-2024

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 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 financially sound bidders for supply of Insulating Joint of various sizes. One complete set of Bid Document covering AGCL's IFB for procurement of above is uploaded in a s s a m t e n d e r s . g o v . i n . You are invited to submit your most competitive bid on or before the scheduled bid closing date and time. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

Type of IFB	Single Stage Two Bid System	
Bid Closing Date & Time	11-11-2024	
Bid(Technical) Opening Date & Time	11-11-2024, 2:30P.M.	
Priced Bid Opening Date & Time	Will be intimated to the eligible Bidders in due time	
Bid Opening Place/ Bids to be addressed to	Office of The Manager (C & P)-HoD Assam Gas Company Limited Duliajan, Dist. Dibrugarh Pin- 786602(Assam) Email- agcmat@agclgas.com	
Bid Validity	120 days from bid Closing date.	
EMD*	Rs. 25000/-	

Amount and Validity of Performance Security	Performance security @ 5% of total contract value is applicable against this contract. Validity: 3(three) months beyond warranty period.
AGCL Banking Details	BANK NAME: STATE BANK OF INDIA ACCOUNT NAME: ASSAM GAS COMPANY LIMITED Account No. 10494832011 IFSC Code SBIN0002053 MICR Code 786002302
Delivery period	The ordered materials shall be supplied as within 03 months from the date of receipt of purchase order via email. In this regards Consignment Note date shall be considered as delivery date. Bidder must comply the above schedule and confirm in their Techno-Commercial bid. FOR: AGCL Contracts and Procurement Dept., Duliajan, Assam basis.

## **Scope of Work:**

This scope covers the supply and delivery of Insulating Joints as per tender document at AGCL's Contract & Procurement Department.

## Terms & Conditions of the Tender:

The bidder should quote their rates with applicable taxes etc. as per the FORMAT given below:

amount with taxes

#### (Please refer to Annexure-I for detailed specifications)

1. GUARANTEE/WARRANTY: The supplier warrants that the Insulating Joints supplied under the contract are new, unused and most recent of current technology and that they incorporate all recent improvements in design and materials provided otherwise in the contract documents. The supplier further warrants that all goods supplied under this contract shall have no defect, arising out from design, materials or workmanship or from any act of omission of the supplier that may develop under normal use of the Insulating Joints. Failure of the successful bidder to comply with the requirement shall constitute a breach of contract, cause for forfeiture of Bid security & other measures as per standing rules of the company.

All Insulating Joints shall be supplied strictly in accordance with the specifications, data sheets, other conditions stated in the order. The supplier shall give the guarantee of Insulating Joints supplied for twelve months after commissioning of the Insulating Joints or eighteen months from the date of the last shipment whichever is later.

Warranty on the materials should be provided for minimum 1 year from the date of receipt of the materials at AGCL Store.

- **2. BID VALIDITY**: Bid received with validity of offer **less than 120 days** from Bid Opening Date will be rejected.
- **3. RE-ORDER:** An additional quantity, up to a maximum of 50% may be reordered at the existing rates.
- **4. PAYMENT:** After delivery of each lot of ordered materials & acceptance of the same, payment shall be released within 45 (Forty Five) days subject to submission of invoice in triplicate along with all relevant documents as per the NIT & the PO. All statutory Govt. deductions shall be applicable while releasing payment.
- **5. 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.

**6. LIQUIDATED DAMAGE:** AGCL reserve the right to accept the services but, the agency/vendor shall be liable to pay liquidated damages @ 0.5% per week or part thereof in which delay in delivery takes place subject to a maximum of 5% of the undelivered material. Should there be default on the part of the agency/vendor for more than 15 Weeks from the scheduled date on intimation via email, AGCL shall have the right, in addition to the provisions to invoke the Performance Security without causing any notice to the contractor to this effect. The amount of liquidated damage as stipulated above is a pre-estimated genuine loss as agreed by both the parties and shall be payable without any demur and shall not be open for any dispute whatsoever.

The time required for approval of QAP shall be excluded while calculating LD.

**7. THIRD PARTY INSPECTION:** Third Party Inspection shall be carried out by anyone of the following empanelled Third Party Inspection Agencies (TPIA):

DNV/MECONS/PDIL/EIL/H&G/LLOYDS/TCE.

The Third Party Inspection shall be carried out strictly in line with the approved Quality Assurance Plan as certified by AGCL's Engineer-in-Charge.

**8. APPLICABILITY OF LAW & JURISDICTION:** The order shall be governed and interpreted in accordance with the applicable laws of India. Dibrugarh Court in the State of Assam shall have exclusive jurisdiction.

#### **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

#### **EXPERIENCE:**

The bidder shall be an Original Equipment Manufacturer of Insulating Joint similar to specifications indicated in the tender. The bidder shall have experience of successful execution of past supply for each tender item having same or higher size in last 5 years preceding the original bid closing date of the tender, to upstream, midstream and downstream Oil & Gas Industry or Service Provider to an E&P company.

The Technical Evaluation Criteria is strictly based on the bidders' past experience of supply of Insulating Joints of assorted sizes:

Sl No.	Type of Insulating Joint	Rqd Qty (Nos.)	Single Order Qty. (Nos.)
1	INSULATING JOINT 400 MM	2	2
2	INSULATING JOINT 500 MM	1	1
3	INSULATING JOINT 800 MM N.B.	1	1
4	INSULATING JOINT 550 MM N.B.	1	1

#### **TECHNICAL EVALUATION CRITERIA:**

The bidder shall be an Original Equipment Manufacturer of insulating joint similar to specifications indicated in the tender with backup Warranty, which should be valid as per Tender Warrantee /Guarantee Terms & Conditions.

#### **FINANCIAL EVALUATION CRITERIA:**

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 Rs. 10,00,000.00/-

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

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

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

Audited Balance Sheet along with Profit & Loss account.

OR

A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number),

### • QUALITY ASSURANCE (QA)

Manufacturer shall submit their Inspection and Test Plan (ITP) for the approval of Owner.

The Quality Inspection shall be as per the approved Quality Assurance Plan (QAP) of AGCL's Engineer-in-Charge (EIC).

#### Certificate to be submitted while execution of supply:

Manufacturer test certificate(Please refer to Annexure-I for detailed specifications)