

FORWARDING LETTER

M/s _____

Sub: Hiring of Gas Compression Services on Build, Own and Operate (BOO) basis for 1(one) no. of installations for a period of 9 (Nine) years extendable by 1(one) year.

UNDER DOMESTIC COMPETITIVE BIDDING

Dear Sirs,

1.0 Assam Gas Company Ltd (AGCL), a Govt. of Assam Undertaking was incorporated on March 31, 1962 in Shillong as a limited company wholly owned by the Government of Assam to carry out all kinds of business related to natural gas in India. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

2.0 In connection with its operations, Tenders are invited on line through e-procurement portal of Govt. of Assam i.e. www.assamtenders.gov.in from competent Contractors experienced in supply, installation and operation of Gas Compression Services on Build, Own and Operate (BOO) for 1(one) nos. of installation for a period of 9(Nine) years extendable by 1(one) year at Uriamghat District-Golaghat, Assam.

You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through the ***e-procurement portal of Govt. of Assam*** i.e. www.assamtenders.gov.in only from **18-03-2019 to 17-04-2019 at 14:00 Hours**.

For your ready reference, few salient points of the Tender (covered in detail in the Bid Document) are highlighted below:

1.	Tender No.:	TENDER/BOO/URMT/2017/01/PTIII/15
2.	Type of Bid :	Single Stage-2(two) Bid System
3.	Tender Fee: Non Refundable	Rs.2000 (Rs. Two Thousand only) -
4.	Last Date of receipt of Pre-Bid Queries	28/03/2019 at 2:00PM. (IST)
5.	Site Visit Date	01/04/2019 at 10:00AM. (IST)
6.	Pre-bid conference	02/04/2019 at 10:00AM. (IST)
7.	Venue of Pre-Bid Conference	Duliajan , Prospective bidders will have to confirm to AGCL GM (O&M) at kmazumder@assamgas.org and kmazumder@yahoo.com
8.	Bid Closing Date & Time	17/04/2019 at 2:00PM. (IST)
9.	Bid Opening Date & Time	17/04/2019 at 2:30PM. (IST)
10	Priced Bid Opening Date & Time	To be intimated separately to the successful bidders who satisfy conditions of Technical Bid through e tender mode.
11.	Bid Submission Mode	Bid should be uploaded in <i>e-procurement portal of Govt. of Assam</i> i.e. www.assamtenders.gov.in . Hard copies of all the documents submitted online except

		Price bids must reach below address within 7 days of bid closing date.
12.	Hard copies of uploaded documents (Technical & EMD + tender fees) to be sent	GM(O&M) Assam Gas Company Ltd. Duliajan – 786602 Dist. - Dibrugarh Assam India.
13.	Bid Opening Place:	Technical bids will be open online
14.	Bid Validity :	180 days from date of Closing of bid
15.	Bid Security:	Rs.10,00,000.00 (Rupees Ten lakh only)
16.	Bid Security Validity :	210 days from date of closing of bid.
17.	Amount of Performance Guarantee	10% of the annual contract value (1 st year contract value which include Fixed and variable charges)
18.	Validity of Performance Guarantee	Performance Bank Guarantee should be Valid for 9 (Nine) years from the date of intimation of award of contract.
19.	Quantum of Liquidated Damage for default in timely mobilization	Maximum of 7.5% of 1st Year contract value. (Including mobilization cost) @ 0.5% per week or part thereof of delay.
20	Duration of contract	9 (Nine) year with a provision for extension of another 1(one) year at the same rate, terms & conditions at AGCL's options.
21	Mobilization Time for commissioning	180 days from the date of issue of LOA by AGCL.
22	Period of collection of Tender Document	Tender documents can be downloaded from the official www.assamtenders.gov.in from 18-03-2019 to 17-04-2019
23	Last date and time for submission of tenders The	The tender is to be SUBMITTED ONLINE through the e-procurement portal of Govt. of Assam i.e. www.assamtenders.gov.in only from 18-03-2019 to 17-04-2019 at 14:00 Hours. The Bidder would be required to register in the web portal for submission of the Bid. The Bidders are required to have the digital signature certificate from any of the authorized Certifying Authorities. The requirement to register with the e-procurement portal is mentioned in the above mentioned web site.

3.0 **Pre-Bid Conference:**

3.1 A pre-Bid conference will be held at **Duliajan, Dist Dibrugarh, Assam, India on Monday, 02nd April 2019** or on the dates as indicated in the online tender for providing clarifications to prospective bidders on Bid Rejection Criteria (BRC)/Bid Evaluation Criteria (BEC), Terms of Reference/Technical Specifications, Terms and conditions of the Tender to enable them to understand the exact service requirement of the Company.

For details of the venue, bidders may contact GM (O&M), Assam Gas Company Ltd. P.O. Duliajan-786602, **Phone:** 91-374-2800466 extn 4236, **Fax#** (91)374-2800557, **E-mail:** kmazumder@assamgas.org / paramananda.das@rediffmail.com

3.2 At the most 2 (two) representatives from each prospective bidder shall be allowed to participate in the pre-bid conference. All costs for attending the pre-bid conference shall be to prospective bidders' account.

3.3 The prospective bidders shall submit their queries through E-mail / Fax / Courier addressed to GM (O&M), Assam Gas Company Ltd., Duliajan-786602, Assam prior to the date of pre-bid conference and such queries must reach AGCL's office at Duliajan latest by 26th March 2019.

AGCL shall try to provide clarifications to the queries in the pre-bid conference. AGCL will not be responsible for non-receipt or late receipt of any bidder's query in AGCL's office.

4.0 Site Visit/ Inspection: Prospective bidders or their authorized representative(s) may visit work site at Uriamghat Golaghat, Assam (India) for preliminary assessment of the requirement of the service prior to Pre-Bid Conference at their own expenses. However necessary assistance for the visit shall be provided by AGCL during their visit.

5.0 The cost of Bid Document i.e Tender fees to be submitted through Bank Draft and the Earnest Money Deposit (EMD) to be deposited vide Demand Drafts or Bank Guarantee in favour of Assam Gas Company Ltd., payable at Duliajan, The Bid Security to be scanned and uploaded in the techno commercial bid folder in the website and submitted manually in sealed envelope super scribed with Tender no. and Bid Closing date addressed to The Managing Director and sent to **GM (O&M), Compressor Department, Assam Gas Company Limited, Duliajan- 786602, Assam** within 7 days of bid closing date.

6.0 Bids received after closing hours as stipulated above shall not be accepted. AGCL will not be responsible for delay in submission of bid due to poor net connectivity / or any other reasons whatsoever.

7.0 E-mail/Fax/Telegraphic/Telephone bids will not be accepted. Scanned copies of the tender fee /EMD, technical specification etc to be uploaded in pdf format.

8.0 The Prices along with price related conditions should be filled in the **Price-Bid (BOQ) only as provided in the website**. All other techno-commercial documents other than price details to be submitted both online as well as hardcopies to be sent to AGCL.

9.0 The bid including all documents shall be signed by duly authorized representative of the bidding company. The letter of authorization as per Proforma G to be submitted.

10.0 AGCL reserves the right to increase/decrease the quantum of job at the time of award of contract and it will be obligatory on the part of the successful bidder to accept the same at the offered rates.

11.0 The Company reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

12.0 Offer must conform in all respect to the terms and conditions of the enquiry. Deviations, if any, must be clearly and specifically stated. Conditional bids are liable to be rejected at the discretion of the Company.

13.0 The bidder must sign and put their official seal on every page of the tender and corrigendum's (if any) and must not overwrite on any numerical figures.

14.0 Bidder to note the followings before bidding:

Offer from following types of bidder will not be considered.

- a) Bidders who are in the Holiday / Debar / banned list or blacklist of state or central PSUs or State or Central Governments or their agencies, Administrative Ministries of Govt of India or State Governments, MoP&NG, PNGRB, etc on the date of bid submission.
- b) Who are under liquidation, court receivership or similar proceedings.

15.0 After opening of the technical bids but before the opening of the price bids, the bids may be rejected for unsatisfactory performance or adverse comments which have come to the notice at any time during the tender evaluation process. Also if a party is selected and a Ban order comes to notice of AGCL prior to award of contract, the bidder may be disqualified based on the information available to the company on the merit of the ban order. AGCL will not ask the bidder for clarification on the matter.

16.0 Canvassing in any other form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.

17.0 The contractor will ensure that all the contract workers engaged by him will open individual bank account in any other scheduled banks and their payment of wages and other dues will be made to the respective bank accounts by the Contractor. However, in case of one time, shutdown and emergency jobs wherein it is not possible for the Contractor to make payment of wages to the bank account of contract workers, the above clause will not be applicable.

18.0 Submission of authentic documents is the prime responsibility of the bidder. Wherever AGCL has concern or apprehension regarding the authenticity/correctness of any document, AGCL reserves the right to get the documents verified from issuing authority/any other relevant source. If documents (part or full) are found to be manipulated, false or forged, such offers will be summarily rejected and EMD will be forfeited and may be debarred from future tenders.

19.0 All communication will be made through e-Tendering web site (www.assamtenders.gov.in). However, AGCL reserve the right to take cognizance of the communication made outside e-Tendering Portal under exceptional circumstances.

20.0 The Tender is open for Domestic Competitive Bidding in Indian Rupees only.

21.0 Bidder cannot make any claim against AGCL towards its expense incurred in connection with the preparation and delivery of their bids, site visit, participating in the discussion and other expenses incurred during bidding process.

21.0 AGCL now looks forward to your active participation in the Bidding.

22.0 All amendments, clarifications, corrigenda, addenda, Time extension etc. to the tender will be hosted on the company's website and in the e-tender portal only. No separate notice will be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.

Thanking you,

Sd/-

Managing Director

Note :

- * The "Technical Bid" shall contain all techno-commercial details **except the prices**.
- ** The "Priced bid" must contain the price schedule only.
- *** The tender document is available www.assamtenders.gov.in – under Industries and Commerce section.

PART - 1

INSTRUCTIONS TO BIDDERS

1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Assam Gas Company Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

A. BID DOCUMENTS

2.0 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:

- (a) A Forwarding Letter highlighting the following points:
 - (i) Company's Tender No. & Type
 - (ii) Bid closing date and time
 - (iii) Bid opening date and time
 - (iv) Bid submission Mode
 - (v) Bid opening place
 - (vi) Bid validity, Mobilisation time & Duration of contract
 - (vii) The amount of Bid Security with validity
 - (viii) The amount of Performance Guarantee with validity
 - (ix) Quantum of liquidated damages for default in timely mobilizations
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria/Bid Rejection Criteria, (Part-2)
- (d) General Conditions of Contract, (Part-3, Section-I)
- (e) Terms of Reference/Technical Specification, (Part-3, Section-II)
- (f) Special Conditions of Contract, (Part-3, Section-III)
- (g) Schedule of Rates, (Part-3, Section-IV)
- (h) Price Bid/Schedule Format, (Proforma-A)
- (i) Bid Form, (Proforma-B)
- (j) Statement of Non-Compliance, (Proforma-C)
- (k) Bid Security Form, (Proforma-D)
- (l) Performance Security Form, (Proforma-E)
- (m) Agreement Form, (Proforma-F)
- (n) Proforma of Letter of Authority, (Proforma-G)
- (o) Record of Bidders past relevant experience, (Proforma-H)
- (p) Proforma of declaration of Blacklisting/Holiday Listing (Proforma-I)
- (q) Undertaking for non engagement of child labour (Proforma –J)
- (r) Specific experience meeting qualification criteria (Proforma K)
- (s) Agreed Terms and conditions (commercial) (Proforma L)
- (t) Agreed Terms and conditions (Technical) (Proforma M)
- (u) Fuel gas consumption data (Proforma N)
- (v) Undertaking for single point responsibility (Proforma O)
- (w) Proforma for Bio-Data of Manpower, (Annexure-I)
- (x) Proforma undertaking from Contractor's Personnel, (Annexure-II)
- (y) Safety Measures, (Annexure-III)
- (z) Copy of Gas chromatography report as (Annexure –IV)

- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 Unsolicited bids will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BID DOCUMENTS:

- 4.0 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum / corrigendum.
- 4.1 The Addendum will be uploaded in E-Tender Portal www.assamtenders.gov.in. All prospective bidders shall check from time to time the E- **Tender portal**. The Company may, at its discretion, extend the deadline for bid submission.

B. PREPARATION OF BIDS

- 5.0 **LANGUAGE OF BIDS:** The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an official and notarized English translated version, which shall govern for the purpose of bid interpretation.
- 5.1 **BIDDER'S NAME & ADDRESS:** Bidders should indicate in their bids their detailed postal address including the Fax/Telephone /Cell Phone Nos. and E-mail address.
- 6.0 **DOCUMENTS COMPRISING THE BID:** Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in the E-Tender portal shall comprise of the following components:
- (A) TECHNICAL BID**
- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
 - (ii) Documentary evidence established in accordance with Clause 10.0.
 - (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.10 below.
 - (iv) Copy of Bid-Form **without indicating prices** in Proforma-B
 - (v) Statement of Non-compliance as per Proforma-C
 - (vi) Copy of Priced Bid without indicating prices (Proforma-A)
 - (vii) Declaration of Blacklisting/Holiday Listing (Proforma-I)
 - (viii) Undertaking for non engagement of child labour (Proforma -J)
 - (viii) Specific experience meeting qualification criteria (Proforma K)

- (ix) Agreed terms and conditions (commercial) (Proforma L)
- (x) Agreed terms and conditions (Technical) (Proforma M)
- (xi) Fuel Gas Consumption data (Proforma N)
- (xii) Letter of authorization as per (Proforma G)
- (xiii) Undertaking for single point responsibility (Proforma O)

Note: In case any bidder does not submit declaration of blacklisting/Holiday listing (Proforma I) along with un-priced techno-commercial bid as stated above, his offer shall be commercially rejected.

(B) PRICED BID

Bidder shall quote their prices in the BOQ available only in E-procurement portal.

7.0 BID FORM: The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

8.0 BID PRICE:

8.1 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

9.0 CURRENCIES OF BID AND PAYMENT:

Bidders must submit their bids in Indian Rupees only.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

10.1 These are listed in BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.

11.0 BID SECURITY:

11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.8.

11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" in the prescribed format vide **Proforma-D.**

Bank Guarantee/LC issued from any of the following Banks only will be accepted:

Any Nationalized or scheduled bank of India.

The Bank Guarantee shall be valid **for 210 days from the bid closing date.**

Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

11.3 Any bid not secured in accordance with **sub-clause 11.2** above shall be

rejected by the Company as non-responsive.

11.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by AGCL, at the bidder's cost.

11.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned in due course.

11.6 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 25.0 below is furnished.

11.7 Bid Security shall not accrue any interest during its period of validity or extended validity.

11.8 The Bid Security may be forfeited:

- i) If any bidder withdraws their Bid during the period of bid validity.
- ii) If any bidder alters their Bid during the period of bid validity or if the bidder increases the price during the period of bid validity.
- iii) If the bidder does not accept the LOA issued by Company within the validity of the bid.
- iv) If the bid is accepted by AGCL, and work is awarded but the contractor does not furnish the Performance Security.

11.9 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred from bidding for a period of 2(two) years.

11.10 The scanned copy of the original Bid Security in the form of Bank Guarantee must be uploaded by bidder along with the Technical bid in the "Technical Bid" of E-portal. The original Bid Security shall be submitted by bidder to the office of Assam Gas company Ltd, Duliajan-786602(Assam), India in a sealed envelope which must reach GM (O&M)'s office within 7 days of the Bid Closing date failing which the bid shall be rejected.

12.0 PERIOD OF VALIDITY OF BIDS:

12.1 Bids shall remain **valid for 180** days from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 180 days from Bid Closing Date.

13.0 SIGNING OF BID:

13.1 The original and all copies of the bid shall be typed or written in indelible inks. The letter of authorization (as per **Proforma-G**) shall be indicated by

written Power of Attorney accompanying the Bid. **The Bids documents submitted must be signed in all pages.**

13.2 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (AGCL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (AGCL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (AGCL) may sustain on account thereof.

13.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have signed the Bid.

13.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

14.0 SUBMISSION OF BIDS

14.1 The tender is processed under single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through the e-procurement portal within the Bid Closing Date & Time stipulated in the tender.

However, all the documents should necessarily be submitted in physical form in sealed envelope superscribing the "Tender No., Brief Description of services and Bid Closing/Opening along date & Time with the bidder's name and should be submitted to GM (O&M) Assam Gas Company Ltd. Duliajan-786602(Assam) within 7 days of the bid closing date indicated in the Tender. The documents mentioned in the cl 6.0 A) Technical Bid. **Price bids should not be sent in physical form.**

Documents sent through E-mail/Fax/Telex/Telegraphic/Telephonic will not be considered.

14.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-C of the bid document and the same should be uploaded along with the Technical Bid.

14.3 Timely delivery of the documents in physical form as stated in Para 14.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

14.4 Bids received through the e-procurement portal shall only be accepted.

Bids received in any other form shall not be accepted.

15.0 DEADLINE FOR SUBMISSION OF BIDS:

15.1 Bids should be submitted on-line as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid has been submitted by the bidder.

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

15.3 The documents in physical form as stated in Para 14.1 must be received by Company at the address specified in the "Forwarding Letter" within 7 days of the bid closing date indicated in the Tender mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

16.0 LATE BIDS: Bidders are advised in their own interest to ensure that their bids are uploaded in system well before the closing date and time of the bid. The documents in physical form as stated in Para 14.1. Mainly the tender fees, Bid Security etc if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

17.0 EXTENSION OF BID SUBMISSION DATE:

Normally no request for extension of Bid Closing Date & Time will be entertained. However, AGCL at its discretion may extend the Bid Closing Date and/or Time due to any reasons. If the company extends the closing date and time the same will be notified in the E-Portal with a corrigendum. It is bidder's responsibility to check the company's website tender section for any corrigendum.

18.0 BID OPENING AND EVALUATION:

18.1 Company will open the Technical Bids online.

In technical bid opening, only "Technical bid" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Fee/Prequal/Technical" Tab Page only in the E-portal.

18.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day.

18.3 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by AGCL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no

change in the price or substance of the Bid shall be sought, offered or permitted.

18.4 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

18.5 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

18.6 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

19.0 OPENING OF PRICED BIDS:

19.1 Company will open the Priced Bids of the technically qualified Bidders only on a specific date online. The technically qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

19.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

19.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

20.0 EVALUATION AND COMPARISON OF BIDS: The Company will evaluate and compare the bids as per **BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Documents.

20.1 DISCOUNTS / REBATES: Unconditional discounts/rebates, if any, given in the bid will not be considered for evaluation.

20.2 Post bid or conditional discounts/rebates offered by any bidder shall

not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

21.0 CONTACTING THE COMPANY:

21.1 Except as otherwise provided in **Clause 18.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide **sub-clause 18.3**.

21.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

C. AWARD OF CONTRACT

22.0 **AWARD CRITERIA:** The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

23.0 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept or reject any or all bids and to 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, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

24.0 **NOTIFICATION OF AWARD:**

24.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.

24.2 The notification of award will constitute the formation of the Contract.

25.0 PERFORMANCE SECURITY:

25.1 Within 2(two) weeks of issue of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter and Letter of Award (LOA) issued by Company to Contractor awarding the contract as per **Proforma-E** or in any other format acceptable to the Company and must be in the form of Bank Guarantee (BG) from any of the following Banks:

- i) Any Nationalised / Scheduled Bank in India OR
- ii) Any Indian branch of a Foreign Bank OR

The Performance Security shall be denominated in Indian Rupees. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the

Banker.

25.2 The Performance Security specified above must be valid for 3(three) months including the warranty period beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

25.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

25.4 The Performance Security will not accrue any interest during its period of validity or extended validity.

25.5 Failure of the successful Bidder to comply with the requirements of **clause 25.0 and/or 26.0** 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.

26.0 SIGNING OF CONTRACT:

26.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates etc.

26.2 Within 2 (two) weeks of issue of LOA, the successful Bidder shall sign and date the contract and return it to the Company. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

26.3 In the event of failure on the part of the successful Bidder to sign the contract within the period specified above or any other time period specified by Company, AGCL reserves the right to terminate the LOA issued to the successful Bidder and invokes the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

27.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

If it is found that a bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for a period of 2(two) years from the date of detection of such fraudulent act besides the legal action.

28.0 LOCAL CONDITIONS:

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on

the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

No request will be considered for clarifications from the Company (AGCL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids.

Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (AGCL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (AGCL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

29.0 SPECIFICATIONS:

Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.

END OF PART - 1

PART-2

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

- I. BID REJECTION CRITERIA (BRC):** The bid shall conform generally to the specifications and terms & conditions given in this bid document. Bids shall be considered non-responsive in case the services offered do not conform to required parameters stipulated in the technical specifications.

Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be rejected.

1.0 BIDDER'S QUALIFICATION AND EXPERIENCE:

(A) Technical:

- 1.1 The bidder must have experience in India of successful installation, operation and maintenance of Natural Gas Compressor Packages of aggregate capacity not less than 80,000 SCMD (Standard Cubic Meter per Day) for minimum continuous period of **one year** during the last **7(seven)** years reckoning from bid closing date. In support of the experience, the bidder shall submit documentary evidences as per

clause 1.1.1 below.

1.1.1 Documents establishing successful completion of jobs must be submitted along with the technical bid. These documents shall be in the form of (i) Copies of relevant pages of contract document showing Contract Number, period of contract and Scope of work and (ii) Copies of completion certificate(s) or payment certificate(s) or any other documents which substantiate completion of the jobs, issued by the client(s).

1.1.2 The Bidder must be Indian Firm having their registered offices in India and shall have experience as stated above in India

B) Financial:

1.3 The bidder shall have an average annual financial turnover of minimum INR 10.00 Crores (Rupees Ten Crores only) during the last 3 (three) years ending 31.03.2018 (for Accounting year April-March) /31.12.2018 (for calendar Accounting year). Documentary evidences in the form of certified statement by CA/CFO and a certified statement of Profit and Loss Account for the last three (3) accounting years as applicable shall be submitted along with the Technical Bid.

1.4 Documents submitted for Financial Qualification must be in INR and not in any other currency.

1.5 Mobilization Time: The bidder must confirm their compliance in their "Technical" bid to complete the mobilization within **180** days (One hundred eighty days) from the date of issue of the letter of award (LOA).

NOTES:

1. **AGCL reserves the right to ask for any Original or other relevant document to verify the certification.**

B. COMMERCIAL – BID SUBMISSION

1.0 Bids shall be submitted under single stage two Bid systems i.e. Technical Bid and Priced Bid separately in the www.assamtenders.gov e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical" Tab and Priced Bid as per Proforma-A uploaded in the "BOQ" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.

2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.

3.0 Bids with shorter validity will be rejected as being non-responsive.

- 4.0 Tender fees along with Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach GM (O&M) AGCL's office at Duliajan within 7 days of the bid closing date. A scanned copy of the bid security & tender fees shall however be uploaded in E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.
- 5.0 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 6.0 Bids submitted after the Bid Closing Date and Time will be rejected.
- 7.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 8.0 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder. Unsolicited bids will not be considered and will be straightway rejected.
- 9.0 Bids shall be typed or written in indelible ink and shall be signed by the bidder or his authorized representative.
- 10.0 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have signed the Bid.
- 11.0 Any Bid containing false statement will be rejected.
- 12.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document; otherwise the Bid will be summarily rejected.
- 13.0 Bidders shall quote directly and not through any Agent/ Representative/Retainer.
- 14.0 Bidder must accept and comply with the following clauses as given in the Bid Document in totality failing which bid will be rejected –
 - i) Performance Guarantee Clause
 - ii) Force Majeure Clause
 - iii) Tax Liabilities Clause
 - iv) Arbitration Clause
 - (iv) Acceptance of Jurisdiction and Applicable Law
 - (v) Liquidated damage and penalty clause
 - (vi) Safety & Labour Law
 - (vii) Termination Clause

C. GENERAL

- 1.0 In case bidder takes exception to any clause of bid 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 and the Company reserves the right to ask the bidder for clarification in respect of the bids.
- 2.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarifications in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.0 If any of the clauses in the BRC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BRC shall prevail.
- 4.0 The bidder shall be disqualified if banned/on holiday list by central/State Govts/CPSUs/SLPEs as on date of bid submission. If selected and a Ban order comes to notice of AGCL prior to award of contract, the bidder may be disqualified based on the information available to the company on the merit of the ban order. AGCL will not ask the bidder for clarification on the matter.
- 5.0 It may be noted that if this declaration is found to be false, AGCL shall have the right to reject bidder's offer, and if the bid has resulted in a contract, the contract is liable to be terminated.

II. BID EVALUATION CRITERIA (BEC)

The 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 will be considered for further evaluation as per the Bid Evaluation Criteria given below:

- 1.0 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.
- 2.0 The bidders must quote their charges/ rates in the manner as called for vide "Schedule of Rates" under Section - IV and the summarized price schedule format vide enclosed Proforma -A.
- 3.0 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-A)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are

only for the purpose of evaluation of the bid and the bidder will be paid on the basis of the actual number of days/parameter, as the case may be.

- 4.0 The contract shall be for 09 (Nine) years of operation with provision for extension. Depending on the performance of the contractor, the company reserve the right to extend the contract for another 1 (one) year under the same rate, terms and conditions. However, Bids will be evaluated on total cost for 9 (Nine) years of operation only.
- 5.0 It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the **actual quantity of gas compressed to the required pressure**, as the case may be.
- 6.0 To ascertain the inter-se ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the **PRICE BID FORMAT**, as under:

$T_M = T_{M1} + T_{M2}$; Total Mobilization charges, Lump sum, One time only for both compressor packages.

$T_F = (T_{FRC} \times 2 \times 365 \times 9)$; Total Fixed Installation Rental Charges for 2 compressors of 80000 SCMD capacity each. (Per day rate charge basis)

$T_V = (T_{VC} \times 1,30,000 \text{ SCMD} \times 365 \times 9)$ Total Variable Compression Charge (SCM basis) considering 70000 SCMD for 1st phase and additional 60000 SCMD in the 2nd phase.

FUEL GAS CONSUMPTION:

Contractor confirms that at any time, the fuel consumption for single Compressor Package shall not exceed more than [... Q_{FUEL} ...] SCMD. Should at any stage the fuel consumption exceeds from this maximum quantity, AGCL shall have right to recover the additional /excess fuel gas consumption as per the prevailing prices paid to the producer of gas at Khoraghat plus premium of \$0.47 thereof per mmBtu plus taxes at actual.

Bidder has to clearly submit Fuel Gas Consumption as above (**Proforma N**).

However, the Q_{FUEL} should not exceed **1200 SCMD** per machine.

For evaluation purpose the fuel cost for two units will be calculated on the Quantity of fuel as mentioned above by the bidder as per the formula given below-

$T_{FUEL} = (Q_{FUEL} \times 2 \text{ nos} \times \text{Rs.} 12.5 \text{ per SCM} \times 365 \times 9)$ Total fuel cost for two packages (SCMD basis)

$$T = T_M + T_F + T_V + T_{FUEL}$$

The contractor shall mobilize the 1st package consisting of one nos of **80000 SCMD compressor packages** within 180 (One Hundred eighty) days effective from issuance of LOA by AGCL. However, AGCL shall give notice for the 2nd package consisting of another **80000** SCMD capacity depending upon the progress of the downstream pipeline and network infrastructure. Tentatively the 2nd compressor package should be at site by **July 2020**. The requirement of the entire compressors shall be in the existing locations under this contract only.

Quoted Prices will be **exclusive of all applicable taxes and duties**.

NOTE:

- i) The items mentioned in above clause are to be read in conjunction with Schedule of Rates in Section IV and Price Bid Format.
 - ii) **The quantities mentioned against each item in Schedule of Rate/Price Bid Format are for evaluation purposes only. However, payment will be made on actual gas compressed.**
 - iii) **Total Mobilisation charge (T_M) shall not be more than 1% of total quoted contract value (T) excluding fuel charges.**
 - iv) **mmBtu** -stands for one million british thermal units.
- 8.0 Discount of any type indicated separately will not be taken into account for evaluation purpose. However, in the event of such offer without considering discount is found to be lowest, AGCL shall avail such discount at the time of award of contract.

PART-3
SECTION-I
GENERAL CONDITIONS OF CONTRACT

1.0 **DEFINITIONS:**

- 1.1 In the contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
 - (b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
 - (c) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
 - (d) "Company" or "AGCL" means Assam Gas Company Limited;

- (e) "Contractor" means the Contractor performing the work under this Contract.
- (f) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) "Company's Personnel" means the personnel to be provided by AGCL or AGCL's Contractor (other than the Contractor executing the Contract). The Company representatives of AGCL are also included in the Company's personnel.
- (h) "Specification" means the description of the Services and/or Equipment set out in Section-II.
- (i) "Gross Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (j) "Wilful Misconduct" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

2.0 **EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:**

2.1 **EFFECTIVE DATE:** The contract shall become effective as of the date Company notifies Contractor in writing (through Letter of Award /Intent) that it has been awarded the contract.

2.2 **MOBILISATION TIME:** The mobilization of equipment, personnel etc. should be completed by Contractor within **180** days from the effective date of the contract. Mobilization shall be deemed to be completed when Contractor's all equipment (as listed in Section-II) and manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative.

2.3 **DATE OF COMMENCEMENT OF CONTRACT PERIOD:** Date on which the mobilization is completed by Contractor in all respects, as per clause No. 2.2, i.e After successful commissioning and test run of the compressors for 72 hrs continuously shall be treated as Date of Commencement of Contract period.

- 2.4 **DURATION OF CONTRACT:** The duration of the Contract shall be 9 (Nine) year from the date of Commencement of Contract period and with a provision for extension of the contract for another 1 (one) year at the same rate, terms & conditions depending upon the company's requirement and performance of the contractor.
- 2.5 **INSPECTION:** The Company reserves the right to verify the details of equipments proposed to be installed for the above job and may inspect before dispatch of the equipment.
- 3.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:
- 3.1 Perform the work described in the Terms of Reference (Section II) in most economic and cost effective manner.
- 3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract provide all labour as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.4 Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.
- 4.0 **GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:
- 4.1 Pay Contractor in accordance with terms and conditions of the contract.
- 4.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations required of Company by the terms of the contract.
- 5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR**
- 5.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable

Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.

- 5.2 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their transportation to & fro field site, enroute/local boarding, lodging, medical attention etc. Company shall have no liability or responsibility in this regard.
- 5.3 Contractor's key personnel shall be fluent in English language (both writing and speaking) apart from knowledge of local language.

6.0 **WARRANTY AND REMEDY OF DEFECTS**

- 6.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with their highest degree of quality, efficiency, and with the state of the art technology/inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Technical Specifications. They should comply with the instructions and guidance, which Company may give to the Contractor from time to time.
- 6.2 Should Company discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp(if applicable) that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor **subject to a maximum of the contract value payable for the defective work which needs corrective action which the Contractor must pay promptly**. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

7.0 **CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

- 7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use

or disclose any information :

- (a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company; or
- (b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.

7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.

7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. However, the above obligation shall not extend to information which:

- i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;
- ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;
- iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
- iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;
- v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;

8.0 **TAXES:**

8.1 Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.

8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.

8.3 The Contractor shall furnish to the Company, if and when called upon

to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

- 8.4 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.
- 8.5 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 8.6 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor shall be borne by the Contractor.
- 8.7 Goods and Service Tax (GST): The GST amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the GST Act.

9.0 **INSURANCE:**

- 9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its subcontractor (if applicable) during the tenure of the contract including the third party items/consumables. For materials/equipment belong to the Contractor or its sub-contractor, Contractor may self-insure the same.
- 9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances.

Workmen compensation insurance as required by the laws of the country of origin of the employee.

Employer's Liability Insurance as required by law in the country of origin of employee. The Contractor shall obtain a Workmen's Compensation Insurance Policy prior to start of the contract period.

General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.

Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards)

Automobile Public Liability Insurance covering owned, non-owned and

hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.

Public Liability Insurance as required under Public Liability Insurance Act 1991, if applicable.

Transit insurance – In respect of all items to be transported by the Contractor to site of work, the cost of transit insurance should be borne by the Contractor and the prices indicated in the price schedule shall be inclusive of this cost.

Third party liability insurance- The Contractor shall take the third party liability insurance with suitable coverage so as to indemnify Company against all types of risks for the work being carried out by other agencies at the site.

Fire and other insurance- The Contractor shall at its own cost insured the work and keep them insured until the virtual completion of the contract against loss or damage by fire, riots and civil commotion.

9.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.

9.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

9.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

9.6 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

9.7 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

10.0 **FORCE MAJEURE:**

10.1 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 for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean Acts of God, flood, earthquake, lightening, unexpected reservoir behavior, war, fire, revolt, agitation, riot, blockade, Act of terrorism, embargo of goods/

or embargo on people, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, strike or lockout either parties operation in that region. Direct or indirect consequences of war (declared/undeclared), sabotage, National Emergency or any Law or Promulgation, Regulation or Ordinance whether Central or State or Municipal, Breakage, Bursting or Freezing of Pipeline, 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.

10.2 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.

10.3 Provided that in case such force majeure lasts for more than two (2) months the either party hereto shall be free to terminate the contract by a written notice of Fifteen (15) Days to the other party.

10.4 During the period for which Force majeure condition lasts, no payment shall become due to the contractor.

11.0 **TERMINATION**: The contract shall be terminated in the following events

11.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION)**: The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.

11.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE**: Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 10.3 above.

11.3 **TERMINATION ON ACCOUNT OF INSOLVENCY**: In the event that the Contractor or its collaborator 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, 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.

11.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE**: If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the 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.

11.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & 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 consent, the Company may at its absolute discretion, terminate this Contract.

11.6 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 cumulative period as per clause no **12.0 of SCHEDULE OF RATES AND PAYMENT**, Company at its option, may terminate this Contract in its entirety 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.

11.7 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 clause from 11.1 to 11.6 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 for services as per the Contract upto the date of termination, if any.

11.8 **CONSEQUENCES 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.

11.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

11.10 In the event of termination of contract, Company will issue Notice of termination of 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 within 30 days.

12.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:**

In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good office or empowered agencies of the Government of Assam. If such resolution is not possible, then, unresolved dispute or difference shall be referred to arbitration in accordance with the Arbitration and Conciliation Act,'1996. The venue of arbitration shall be **Dibrugarh/Guwahati, Assam.**

The making of the awards by the arbitrator as provided herein shall be condition precedent to any right or cause of action in respect of any of the matters agreed herein to be referred to such arbitration.

12.1 Applicable law and Jurisdiction- The Contract, including all matters connected with this contract shall be governed by the Indian Laws both substantive and procedural, for the time being in force and shall subject to the exclusive jurisdiction in Indian Courts at **Dibrugarh**, Assam.

13.0 **NOTICES:**

13.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

Company

a) **For contractual matters**
Managing Director
Assam Gas Company Ltd
PO DULIAJAN - 786602
ASSAM, INDIA
Fax No. 91-374-2800557

b) For **technical matters**
General Manager (O&M)
Assam Gas Company Ltd
PO Duliajan - 786602,
Assam, India
Email: kmazumder@assamgas.org

c) **Contractor**

Fax No. :
Tel No. :
E-mail :

13.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

14.0 **SUBCONTRACTING/ASSIGNMENT:**

14.1 Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party (ies). Except for the main services under this contract, Contractor may sub-contract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

15.0 **MISCELLANEOUS PROVISIONS:**

15.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

- 15.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.
- 15.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.
- 15.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or if demanded by the company as per clause 5.1 above in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.
- 16.0 **LIQUIDATED DAMAGES**
- 16.1 **LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION INCLUDING COMMISSIONING OF COMPRESSOR STATION:** In the event of the Contractor's default in timely mobilization **including commissioning** of compressor station, for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of 1st year contract value (including **mobilization** cost), per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled **mobilization including commissioning** period till the date of commencement of Contract as defined in Clause No. 2.0 of Section- I.
- 16.2 If the Contractor fails to mobilise as per clause No. 2.2 of Section-I, then the Company reserves the right to cancel the Contract without any compensation whatsoever.
- 17.0 **PERFORMANCE SECURITY:** The Contractor has to furnished to Company a Bank Guarantee being 10 % of the 1 year Contract Value) valid towards performance security. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

18.0 **ASSOCIATION OF COMPANY'S PERSONNEL**: Company's engineer will be associated with the work throughout the operations.

19.0 **LABOUR**: The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970 and any amendments / modifications thereafter.

20.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, SET-OFF:

20.1 Company shall pay to the Contractor during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No. other payments shall be due from company unless specifically provided for in the Contract. The payment to the contractor shall be made as per the fixed rates and variable rates for the actual gas compressed. The rates shall apply as per the slabs and other conditions of the price schedule.

20.2 Mode of Payment: Payment shall be made in INR as indicated in the price schedule. Payment shall be made by electronic transfer to Contractor's account or in crossed account pay cheque sent to the registered office of the Contractor or other office notified in this behalf by the contractor. All cheque drawn shall be payable at the office of the COMPANY's bankers and in no case will COMPANY be responsible if cheque is mislaid, misappropriated or otherwise lost or stolen. Bank charges, if any will be on account of the Contractor.

20.3 Payment of any invoices shall not prejudice the right of company to question the validity of any charges therein. In the event of COMPANY noticing at any time that any amount has been disbursed wrongly to the CONTRACTOR or any other amount is due from the Contractor to the COMPANY, COMPANY may without prejudice to its right recover such amount by other means, deduct such amount from any payment falling due to Contractor. The Contractor shall have the right to receive the payment under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of COMPANY or the Contractor.

20.4 Invoices: Mobilization charges will be invoiced only upon completion of mobilization when the entire equipment, lubeoil and personnel are ready at site for starting the job as certified by company representative. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company and successful completion of 72 hrs test run.

20.5 Contractor shall send invoice to company after the end of each month for monthly charges due to the contractor.

- 20.6 Contractor will submit three sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the company for processing payment.
- 20.7 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.
- 20.8 Company shall within 30 days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 20.3 above.
- 20.9 Contractor shall maintain complete and correct records of all information on which contractor's invoice are based upto 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.
- 20.10 The COMPANY shall not be responsible or obliged for making any payment or any other related obligations under this contract to the contractor's sub contractor/personnel or vendors. The Contractor shall be fully liable and responsible for meeting all such obligations and all payment to be made to it's sub contractor/personnel/vendors and any other third party engaged by the Contractor in any way connect with discharge of contractor's obligation under the contract and in any manner whether ever.
- 20.11 **SET-OFF:** Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by AGCL and set-off against any claim of AGCL (or such other person or persons contracting through AGCL) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with AGCL (or such other person or persons contracting through AGCL).
- 20.12 **PAYMENT AUTHORITY:** The payment due to the Contractor shall be made by the COMPANY.
- 21.0 **WITHHOLDING:** Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of :-
- a) For non-completion of jobs assigned as per Section-II.
 - b) Contractor's indebtedness arising out of execution of this Contract.
 - c) Defective work not remedied by Contractor.
 - d) Claims by sub-Contractor of Contractor or others filed or on the

basis of reasonable evidence indicating probable filing of such claims against Contractor.

- e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:-

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.

22.0 INTERPRETATIONS

22.1: The several contract documents mentioned in following sections forming the Contract are to be read together as a whole and are taken as mutually complementary.

- (a) General Conditions of Contract, (Part-3, Section-I)
- (b) Terms of Reference/Technical Specification,(Part-3, Section-II)
- (c) Special Conditions of Contract, (Part-3, Section-III)
- (d) Schedule of Rates, (Part-3, Section-IV)

22.2: Should there be any doubt or ambiguity in the interpretation of the contract documents or errors, omission or contradiction therein or in any of them, the contractor shall prior to commencing the related work, apply in writing to the COMPANY for his decision in resolving the issue, ambiguity of correction of the error or omission, as the case may be. Should the Contractor fail to apply to the COMPANY for his decision, as aforesaid prior to commencing the related work the contractor shall perform the said at his own risk.

22.3: The decision of the COMPANY on any application under clause No. 22.2 hereof shall be in writing and shall be final and binding on the Contractor in this behalf.

22.4: No verbal agreement, assurances, representations or understanding given by any employee of COMPANY are so understood by the Contractor shall anyway bind COMPANY or alter the contract document unless specifically given in writing and signed by the COMPANY and given as an agreed variation to the relative terms(s) in the contract documents.

22.5: Clause heading given in this document are intended only as general guide for convenience in reading and segregating the general subject of various clauses.

22.6: All headings and marginal notes to the clauses of contract are summary of the contents thereof and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.

PART-3
SECTION -II

SCOPE OF WORK/ TERMS OF REFERENCE/ TECHNICAL SPECIFICATION

1.0 SITE VISIT

Bidder may visit the site before quoting to familiarize with the location for compressor package installation, assess the nature and quantum of work involved for design & detailed engineering, installation including hookup with existing facilities, testing, pre commissioning, and commissioning of compressor and associated facilities and modifications in existing facilities as required. All above activities shall be finalized in consultation with Engineer In charge.

2.0 COMPRESSION CAPACITY:

2.1 Depending on the amount of Gas availability in the locations, there shall be one installation for gas compression service requirement as below:

2.1.1 Existing Gas allocation of around **(70000 scmd)** from January 2020

Units to be installed: 80000 SCMD X 1 nos

Inlet pressure	: 1.0 Kg/Cm ² g (Max: 2.0 Kg/Cm ²)
Outlet pressure	: 16.0 Kg/Cm ² g (Max: 18.0 Kg/Cm ²)
Compression capacity	: 80,000 SCMD (Min: 40,000 SCMD)
Inlet Temperature	: 15 to 40 degree C
Outlet Temperature (Max)	: 50 Deg C
Ambient Condition	: Tropical Dusty
Ambient Temperature	: 10 to 40 Deg C

2.1.2 Gas Allocation of around **(60000 SCMD)** from July 2020

Units to be installed: 80000 SCMD X 1 no.

Inlet pressure	: 1.0 Kg/Cm ² g (Max: 2.0 Kg/Cm ²)
Outlet pressure	: 16.0 Kg/Cm ² g (Max: 18.0 Kg/Cm ²)
Compression capacity	: 80,000 SCMD (Min: 40,000 SCMD)

Inlet Temperature	: 15 to 40 degree C
Outlet Temperature (Max)	: 50 Deg C
Ambient Condition	: Tropical Dusty
Ambient Temperature	: 10 to 40 Deg C

3.0 LP Gas Composition:

3.1 Typical LP gas composition is given below:(Report dated 05.02.2019)

<i>Gas composition</i>	<i>% (Vol/Vol)</i>
Methane	: 82.73
Ethane	: 7.61
Propane	: 4.59
iButane	: 0.76
nButane	: 1.46
iPentane	: 0.58
nPentane	: 0.43
Hexane Plus	: 1.24
Nitrogen	: 0.24
Carbon di-oxide	: 0.36
N.C.V. Kcal/SM ³	: 10206.924

From past experience occasional carryover of liquids is expected. Gas composition is typical and is subject to variation. No change in contract terms & conditions shall be entertained on account of variation in gas composition. The latest gas composition may be provided after issuance of LOA, if the party desires so.

Attached Gas chromatography report as Annexure -IV

4.0 **Fuel Gas composition:**

4.1 The fuel gas composition is same as LP gas. Contractor should provide fuel gas conditioning unit including knock out drum, pressure reducing control valves etc. to make the gas suitable for their engine.

5.0 **SCOPE OF WORKS**

5.1 The available low pressure natural gas received from Koraghat locations is required to be processed as under:

- (i) To compress the transported gas at the Contractor's compressor station i.e at URIAMGHAT as per specs stated above cl 2.0.
- (ii) To deliver the compressed gas back to the AGCL's gas distribution network.
- (iii) To provide gas liquid separator and install liquid collection vessel and arrangement for liquid transfer into tanker/ drums etc and handover to AGCL for further disposal and keeping such records.
- (iv) To provide all utilities and support services for maintenance and operation of the compressor station including the compressors.

5.2 The scope of Work encompasses engineering, supply, transportation, installation, construction, commissioning, operation and maintenance of suitable Gas compressor plant having Gas Compressor capacity as per clause 2.0 above complete in all aspects on charter hire basis. It

also shall include all civil / structural / mechanical / piping / instrumentation / electrical works required for the compressor station. Some of the works, but not exhaustive are specified in the following clauses; The contractor is to make arrangement for hooking up of pipelines at both ends i.e inlet to compressor station and outlet to compressor station. AGCL will provide the nozzles for hooking up the lines.

- 5.3 To design the compressor station piping which will include pipe size calculations, valves, NRV, gas meter run installation etc. The suction flange rating is 12" (150#) flange end connection and discharge flange rating is 8" (300#). The bidder has to provide the details of the design within 15 days of issue of LOI to AGCL for construction of the same at the site location.
- 5.4 The units must have suitable mechanisms to run at variable loads. i.e min 50 % of rated capacity. This may require having proper control valves or loader-unloader mechanism.
- 5.5 To maintain the discharge gas temperature as stated in the clause 2.0 above with suitable gas cooling equipment must be installed.
- 5.6 The Compressor should have Tachometer and Running Hour Meter installed. The sensing element for this Tachometer/ Running Hour Meter should be from the compressor. Other Calibrated measuring instruments, as required, during the entire rental duration shall be arranged by the contractor.
- 5.7 The panel must have provision for remote data acquisition through MODBUS protocol.
- 5.8 LP natural gas is expected to contain water vapour and occasional carryover of some liquid. To arrest such liquid the compressor shall be equipped with suitable separator / scrubber /KOD.
- 5.4 To provide adequate security arrangement to their assets as per established norms.
- 5.5 To provide all the gadgets / equipment for safe operation of the station. Safety requirement shall be as per industry standards.
- 5.6 To obtain all permissions from statutory bodies. The station shall be built, maintained and operated as per the Factory Act, PNGRB ACT. Accordingly the successful bidder shall obtain all permissions and submit the same to AGCL before starting operations. (PCB clearance, factories license etc)
- 5.7 To supply and install all equipment, instruments, including pipe lines, skid mounted Engine driven compressor packages, auxiliary equipment / items such as filters, intercoolers, separators, scrubbers etc., piping,

- pressure vessels, instruments and control systems, electrical items etc.
- 5.8 To supply / installation of fuel gas conditioning system including knock out drum, pressure reducing control valves etc.
 - 5.9 To supply and install pressure control valve at the inlet of compressor suction.
 - 5.10 The piping for compressor pipe yard or station piping shall be manufactured as per API Spec 5L Grade B, or ANSI 106 GR B bevel end. Pipe lines shall be constructed as per API 31.8 and welding as per API Spec.1104, ASME SEC IX.
 - 5.11 To provide adequate firefighting equipment viz. fire extinguishers, sand buckets, portable trolleys, gas detectors, smoke detectors etc. as prescribed in T4S regulation of PNGRB ACT.
 - 5.12 To arrange and provide all consumables like lube oil, coolant and utilities like water for compressor & drinking etc., compressed air for compressor starting & instrumentation, maintain requisites spares at site, electric power, illumination for round the clock operation of the station.
 - 5.13 To install and provide adequate noise abatement equipment or facilities so that the noise level is within the limits of statutory rules and regulation. Sorting out of any problem arising out of this issue shall be sole responsibility of the contractor.
 - 5.14 To carry out operation of the compressors on continuous basis and maintenance of the same with competent trained manpower as per O&M recommended Engine and compressor maintenance schedules and accepted by AGCL.
 - 5.15 To obtain statutory approvals from concerned statutory authorities as and when required and perform work in accordance with such approvals. All such approvals shall be produced to AGCL and record shall be maintained in bound book to show the compliance of the statutory approvals. Such records shall be readily available at installation to be produced as and when required.
 - 5.16 To dismantle and demobilize the compressor plant after completion of the Contract. The plant site shall be reclaimed to its original state if the requirement exists.
 - 5.17 To provide any other items / works / services not specifically listed above but required for safe, reliable & desired operation of the compressor plant and delivering the compressed natural gas at the specified conditions.
 - 5.18 To maintain MSDS of all hazardous chemicals used in the compressor station and to have proper procedures established for handling all such chemicals.

- 5.19 The contractor shall ensure maintaining of proper records for the daily Operation and maintenance DPR of compressor system in a mutually decided format signed by BIDDERS authorized representative and obtain signature of Owner's representative on daily basis.
- 5.20 Operation and Maintenance of the complete compressor system including deployment of requisite skilled and experienced manpower, supply of all consumables, chemicals, lubricants, spare parts, tools & tackle and replacement of defective / faulty equipments, components parts etc.
- 5.21 Always Maintain sufficient inventory of OEM recommended spare parts for year, consumables, chemicals, lubricants etc for smooth operation of the compressor system.
- 5.22 As the compressor discharge will be connected to the discharge header, if any process upset occurs in the downstream due to non lifting of gas by end consumers, there may be fluctuations in the compressor backpressure. The contractor's system should take sufficient care to safeguard its compressor system
- 5.23 Proper illumination compressor station as per T4S guidelines. All electrical apparatus, instruments items / systems shall be suitable for the hazardous area classification as per applicable National / International standards and statutory regulations.
- 5.24 To construct suitable accommodation / office for operating staff including toilets, store rooms, drinking water facilities etc.
- 5.25 To construct proper shed / protective covers for all equipment including compressor package, power generating set, electrical, instrumentation equipment etc.
- 5.26 All drains and vents required to be routed to flare header shall be joined together in separate sub header and joined to main header at 45^o to vertical in the flow direction. A check valve shall be provided in horizontal portion of the sub header piping, before joining the main flare header.
- 5.27 The compressor system should be designed / selected, constructed, installed and operated for uninterrupted continuous operation to supply compressed gas at the specified conditions free from any liquid carryover so as to meet all requirements of applicable safety codes / standards, APCB norms, Indian Electricity rules and OISD Standards etc
- 5.28 Supply, transportation, installation and hook up of skid mounted Flame proof gas engine driven compressor system complete as per specifications including but not limited to, suction knock out drum, auxiliaries, inter coolers, after coolers, separators, skid piping, inlet & discharge piping, valves, fittings, pressure vessels & associated instruments, instrumentation, cabling, control systems etc. and electrical items, electrical safeguarding systems, cabling, termination,

earthing etc. Any other system required for making the compressor system complete in all respect for the purpose it is purported to be and hook up with the existing system of AGCL.

- 5.29 The contractor may keep spare unit(s) of compressor with same MODEL, MAKE & VINTAGE (as specification mentioned in the NIT) to minimize the down time due to compressor breakdown. The spare unit(s) with technical details is to be declared along with the offer. The cost incurred for the spare unit(s) shall be absolutely on the contractor's account with zero liability to AGCL.

6.0 FACILITIES / SERVICES FROM AGCL:

6.1 AGCL will provide the following services:

- i) Low pressure natural gas shall be made available at one point at the existing BOO compressor plant at Uriamghat. The gas shall be available at about 1.0 to 2.0 Kg/ cm² at Uriamghat Compressor facility.
- ii) Fuel gas will be issued free for Gas Compressor Engines for a quantity as specified by the bidder in (Proforma N) but shall not exceed 1500 SCMD per unit. AGCL shall have right to recover the excess fuel gas consumption as per the prevailing prices paid to the producer of gas at Khoraghat plus premium of \$0.47 thereof per mmBtu plus taxes at actual. Fuel gas will be tapped from LP inlet gas and metered as specified.
- iii) The land for compressor with boundary wall. Main and check meters for measuring gas flow and fuel gas meters.

7.0 SPECIAL NOTES:

- 7.1 The intending bidders may visit the site and familiarize themselves thoroughly with the site condition before submitting their bid. Site condition shall not be a reason for any deviation at later stage of the contract.
- 7.2 All major equipments for the packages like Gas Compressor Package, Prime Mover, control panel etc **shall be procured new** and orders must be placed to vendors after the bidder receives workorder / LOI from Assam Gas Company Ltd and shall submit detailed specification of compressor package etc tom AGCL. AGCL reserves the right to conduct FAT of new equipments to be done at manufacturer/ packager's site before dispatch.
- 7.3 All equipments shall be in the best operating condition and shall meet all design and manufacturing criteria established in industry and certified as per relevant industry standards. Compressor packages shall be designed and manufactured as per specification API 11P / ISO 13631.

- 7.4 The bidder has to provide detailed technical specifications along with all relevant technical catalogues of the offered Compressor packages at the time of bidding.
- 7.5 The bidder shall submit an undertaking at the time of bidding for acceptance of single point responsibility for total engineering, supply, transportation, installation, construction, commissioning, operation and maintenance of Natural Gas Compressor Packages including the compressor station for the entire period of the contract. Only those bidders, who undertake total single point responsibility for the complete scope of work as per bid document, shall be considered. Offers with partial scope of work shall be summarily rejected. Bid should be complete and covering the entire scope of job / supply and should conform to the technical specifications indicated in the bid documents.
- 7.6 Bidders are advised NOT to take any exception / deviations to the bid document. If exceptions /deviations are maintained in the bid, such conditional / non-conforming bids shall not be considered and are liable to be rejected.
- 7.7 All works / systems shall be designed and constructed in accordance with the prevalent National / International codes and practices with applicable safety codes / standards.
- 7.8 All electrical apparatus, instrumentation items / system shall be suitable for the hazardous area classification as per applicable National / International standards and statutory regulations.
- 7.9 The Gas Compressor station shall be considered as successfully commissioned only after obtaining valid approval from concerned authority. The documents to be submitted to AGCL on successful commissioning of the plant and before beginning of operation which are not limited to the following;
- a. All documents pertaining to the new compressor package and other machineries installed must be submitted to AGCL before commissioning and prior to submission of Mobilization invoices.
 - b. All necessary approvals / permissions from the concerned authorities viz PCB consent to operate / establish, Factory License etc but not limited to this.
- 7.10 All systems should be designed, constructed and operated for uninterrupted continuous operation; 365 days gas supply is the essence of the contract.
- 7.11 AGCL shall inspect the facilities / equipment deployed by the Contractor and if any deficiencies are observed, the Contractor shall remove such deficiencies promptly upon receipt of such instructions from AGCL.

- 7.12. If AGCL desires, an HSE interface agreement (READYNESS REVIEW) between both AGCL and the contractor shall be in place before commissioning of the compressor station.
- 7.13 Contractor shall be responsible for any local disputes arising out of operation of the Gas compressor station including disputes related to their work persons.

8.0 GAS MEASUREMENT:

- 8.1 Gas will be measured at ONGCL Khoraghat and Nambor offtake point. AGCL shall install check Meters to cross check the volume of gas as measured by the Custody Transfer Meter of ONGCL at the custody Transfer Points. The bidder shall raise **invoice on the reconciled figures of gas at the respective source of supply less fuel consumption**. All Gas flow Meters will be jointly calibrated by ONGCL and AGCL at regular intervals. Bidder's representative may witness the calibration of AGCL check Meter.
- 8.2 During calibration, If the variation in the measurement of the flow between the meters is within + or - 2% (two percent), the main flow meter measurements shall be considered for invoicing. If it is more than +/-2%, the average of both the meters shall be considered. However, both the main and check meters would be checked and calibrated within a week (7 days) time and correction shall be done. A suitable mechanism shall be established to compare the values of both the meters on daily basis.
- 8.3 In case of single meter in operation due to the other meter out of service for whatsoever the reason, the gas quantity shall be determined as per the reading of the available meter.
- 8.4 The bidder shall also keep a provision for meter run in uncompressed gas received at the intake end of the compressor and compressed gas at the delivery end of the compressor. Sizing of meter run will be provided by AGCL. If required, AGCL shall install Gas Flow meters (orifice type with electronic display) at these locations. However, such meters will be exclusively under AGCL's control and shall have no connection for invoicing purpose.
- 8.5 A suitable model/type of turbine Meter with Electronic Volume corrector (EVC) will be installed in the inlet line to measure Fuel Gas consumption by the compressors. Initially, this meter will be used for measurement of both fuel gas of compressor engines and Gas Generating Set. However, if required, a separate meter may also be put for Gas Generating Set. Such meters will be provided by AGCL and bidder has to keep provision for both the meters.
- 8.6 AGCL's authorized competent personnel shall examine relevant records and calculations of the fuel metering and measuring equipment

whenever necessary. The normal maintenance like lubrication of the turbine meter, draining out of foreign materials etc will be under Bidder's responsibility. However, bidder shall report to AGCL for any anomaly in the performance of meter/EVC and AGCL shall repair the same immediately. The bidder shall record the meter reading on daily basis and the same will be reported to the Engineer-in-charge in the form of daily report.

- 8.7 All electrical equipments /works need to be done considering hazardous area classification of Zone 2 gas group IIA/IIB.
- 8.8 In case of temporary failure of fuel meter, the quantity of the gas consumed will be ascertained as per the previous records based on hourly suction pressure, machine operating RPM and engine running hours. The faulty meter shall be repaired / replaced by the AGCL at the earliest possible.

End of Section-II

PART-3
SECTION III

SPECIAL TERMS & CONDITIONS OF CONTRACT

- 1.0 **DEFINITIONS:** Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:
 - 1.1 "Equipment" means the items and machinery for Gas Compression and other accessories and equipment.
 - 1.2 "Base Location" means where the Contractor shall establish camp for their equipment and personnel.
 - 1.3 "Operating Area" means URIAMGHAT COMPRESSOR STATION in Assam.
 - 1.4 "Site" means the land and other places, on/under/in or through which the works are to be executed by the Bidder and any other land and places provided by the company for working space or any other purpose as designated hereinafter as forming part of the Site.
 - 1.5 "Company's items" means the equipment, materials and services, which are to be provided by company at the expense of company.
 - 1.6 "Contractor's items" means the Equipment, materials and services which are to be provided by Bidder to carry out the job satisfactorily which, are listed in section under terms of reference and technical specifications.

- 1.7 “Contractor’s representatives” mean such persons duly appointed by the Contractor to act on Contractor’s behalf and notified in writing to the company.
- 1.8 “Day” means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs. next day.
- 1.9 “Approval” as it relates to Company, means written approval.
- 1.10 “Facility” means and includes all property of Company owned or hired, to be made available for services under this Contract and as described in this agreement which is or will be a part of the Company.
- 1.11 “Certificate of Completion” means certificate issued by the Company to the Contractor stating that he has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company.

2.0 MOBILIZATION:

- 2.1 Contractor has to complete mobilization of all Equipment, personnel and associated services to commence operation under the contract as specified in clause No. 2.2 under General Conditions of Contract of Section-I.

Mobilization charge shall be payable to the contractor only after completion of mobilisation as certified by Company’s representative(s). For completion of mobilization all contractor’s equipment / tools (free of all defects / encumbrances) and operating personnel has to be positioned at nominated site as decided by Company within the mobilization period and ready to undertake / commence the work under this contract.

- 3.0 DEMOBILISATION:** Demobilization notice shall be issued to the Contractor by Company after Completion/termination of the contract. Contractor shall have to complete Demobilization within 45 days from receipt of demobilization notice.

4.0 CONTRACTOR’S PERSONNEL:

- 4.1 Except as otherwise hereinafter provided the selection, replacement, and engagement; Bidder shall determine remuneration of bidder’s personnel. Such employees shall be solely of Bidder’s employees. Bidder shall ensure that its personnel will be competent and efficient. However, the bidder shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the company before the actual deployment. Key-Personnel must be fluent in written and spoken English.

- 4.2 The Contractor shall have a base office at Base camp at Golaghat/

Uriamghat to be manned by competent personnel, who shall act for the Bidder in all matters relating to Bidder's obligations under the contract.

- 4.3 Contractor's Personnel: Bidder shall provide all manpower for necessary supervision and execution of all work under this contract to company's satisfaction except where otherwise stated. The minimum number of key personnel to be deployed is mentioned in this document.
- 4.4 Replacement of Contractor's Personnel: Contractor shall immediately remove and replace any of his personnel, who in the opinion of company, is incompetent, or negligent or of unacceptable behavior or whose employment is otherwise considered by company to be undesirable.

5.0 COMPANY'S REQUISITES:

- 5.1 Contractor shall, prior to mobilization, furnish to Company a list of all personnel who are to perform the Services. The list shall show each person's qualifications, details of work history and previous employment with dates, training courses attended, and copies of all pertinent certifications. Personnel must be fluent in written and spoken English.
- 5.2 If the Contractor plans to change any personnel from the list, then he shall notify Company in advance of the intended change and give Company the above mentioned particulars of the new person.
- 5.3 Company reserves the right to reject any person on such list, and any subsequent changes to the list.
- 5.4 A notice period of one week shall be given to mobilize the personnel.

6.0 FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT SITE:

- 6.1 Fooding, lodging and other requirements of Contractor's personnel & its sub-contractor's personnel shall be of Contractor's responsibility.
- 6.2 Transportation of Contractor's personnel from base camp to work place (if base camp and work site are different) shall be Contractor's responsibility.
- 6.3 Medical Facilities: Contractor shall arrange for medical facilities for their personnel.

7.0 CONTRACTOR'S ITEMS:

- 7.1 Contractor shall provide equipment and personnel to perform the services under the contract as specified in this document.

- 7.2 Contractor shall be responsible for maintaining at its own cost adequate stock levels of items including spares and replenishing them as necessary.
- 7.3 Contractor shall be responsible for the maintenance and repair of all equipment and will provide all spare parts, materials, consumables etc. during the entire period of the contractual period.
- 7.4 Contractor shall provide all POL for operation of Contractor's equipment at site location at Contractor's cost. There shall be **no changes** in the rates and other charges throughout the duration of the contract including extension, if any, on account of **any price change of lubricants**.
- 7.5 Contractor will provide necessary electricity at site location.

8.0 CONTRACTOR'S SPECIAL OBLIGATIONS:

8.1 It is expressly understood that Bidder is an independent Bidder and that neither it nor its employees and its subcontractors are employees or agents of company provided, however, company is authorised to designate its representative, who shall at all times have access to the Gas Compressor Stations, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Bidder. The Bidder may treat company's representative at site as being in charge of company's designated personnel at site. The company's representative may, amongst other duties, observe, test, check and control implementation of operations, equipment and inspect works performed by contractor or examine records kept at site by Bidder.

8.2 **COMPLIANCE WITH COMPANY'S INSTRUCTIONS:** Bidder shall comply with all instructions of Company consistent with the provision of this Contract, but not limited to Gas compression operation and maintenance, safety instructions, confidential nature of information, etc.

8.3 Bidder shall arrange for transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expense. Arrangement and payment of tolls etc for bringing equipment/material to Work place shall be Bidder's responsibility.

9.0 POLLUTION AND CONTAMINATION: Notwithstanding anything to the contrary contained herein, it is agreed that the responsibility and liability for pollution or contamination shall be as follows :

a) Bidder shall assume all responsibility and liability for cleaning up and removal of pollution or contamination which originates above the surface from spills of fuels, lubricants etc. wholly in Contractor's possession and control and/or directly associated with Contractor's equipment and facilities.

b) Bidder shall assume all responsibility and liability for all other pollution or contamination, howsoever caused including control and removal of same, which may occur during the term of or arising out of this contract and shall indemnify company from and against all claims, demands and causes of action of every kind and character arising from said pollution or contamination, including but not limited to that which may result from fire, seepage or any other uncontrolled flow of gas, water or other substance.

10.0 CONFIDENTIALITY: Bidder agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of operations, take all-reasonable steps to ensure the contractor's personnel likewise keep such information confidential.

10.1 This obligation shall keep in force even after the termination date and until such information will be disclosed by company.

10.2 Bidder shall handover to company all company's documents or draft concerning operations carried out and which are still in its possession before transferring the equipments /Unit to another sphere.

10.3 Bidder shall forbid access to the equipments /Unit to any people not involved in the operations or not authorized by the company to have access to the equipments /Unit, however, this provision is not applicable to any Government and/or police representative on duty.

11.0 RIGHTS AND PRIVILEGES OF COMPANY:

Company shall be entitled –

11.1 To check the Gas Compression Facility and other Bidder's items before the commencement of operation. If they are not found in good order or do not meet specifications or in case of non-availability of some of the Bidder's items listed therein, the contractor may not be allowed for commencement until the contractor has remedied such default.

11.2 To check, at all times, Bidder's stock level, to inspect Bidder's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications. Even if the company has overlooked certain aspects, the bidder shall be held solely responsible for smooth operation of the installation.

11.3 To order suspension of operations while and whenever:

- a) Contractor's personnel is deemed by company to be not satisfactory, or
- b) Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract.
- c) Contractor's insurance in connection with the operations hereunder is found by company not to conform to the requirements set forth in the contract.
- d) Contractor fails to meet any of the provisions in the contract.

- e) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.
- f) Safety systems in place such as fire extinguishers etc not maintained properly.

12.0 HEADINGS: The headings of the clauses of the contract are for convenience only and shall not be used to interpret the provisions hereof.

13.0 Any permission from the concerned authorities in connection with working in excess of 8 (eight) hours per day shift pattern shall be arranged by the Contractor.

14.0 The Contractor shall not engage labour below 18 (eighteen) years of age under any circumstances. Persons above 60 years age also shall not be deployed.

15.0 ASSOCIATION OF COMPANY'S PERSONNEL:

15.1 Company may depute one or more than one representative (s) / engineer (s) to act on its behalf for overall co-ordination and operational management at location. He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.

(ii) Company's representatives shall have free access to all the equipment of the Contractor during operations as well as idle time for the purpose of observing / inspecting the operations performed by the Contractor in order to judge whether, in Company's opinion, the Contractor is complying with the provisions of the contract.

(iii) The Contractor should maintain sufficient stock of the critical spare parts to avoid any major shut down. Contractor must observe all safety and statutory norms applicable to the Company to prevent surface pollution and injury to personnel working in the area.

16.0 TRANSPORTATION SERVICES:

Transportation of Contractor's personnel & their material between work sites shall be the responsibility of the Bidder. All vehicles deployed for this purpose should be in prime condition.

17.0 FIRE FIGHTING AND SAFETY EQUIPMENT/SERVICES:

17.1 **Safety:** Bidder shall observe such safety regulations in accordance with acceptable practice and applicable Indian Laws. Bidder shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire and explosion and maintain fire control equipment in sound condition at all times. Bidder shall conduct such safety drills, Tool box meetings, etc. as may be required by company at prescribed intervals.

17.2 Contractor shall provide all necessary fire fighting and safety equipment

as per laid down practice of the industry such as OISD and PNGRB T4S.

- 17.3 The operating people shall be provided with all required safety gears such safety helmet, safety shoes, ear muff etc.
- 17.4 Documentation, record keeping of all safety practices should be conducted as per Indian applicable laws, act, regulations etc, and these records should be made available for inspection at any point of time. The H.S.E policy as well as emergency procedure manual should be kept at site. Compliance of these shall be the sole responsibility of the Bidder.
- 17.5 **First Aid Kit:** An adequate and approved first aid kit shall be provided at work site with all medicines as recommended by John Ambulance. First aid training should be provided to its employees.
- 17.6 **SECURITY SERVICES:** Bidder shall provide adequate security personnel to safe guard their own equipment & accessories at camp & work site.
- 17.7 **CAMP AND OTHER ESTABLISHMENT:** Suitable camp facilities for Contractor's personnel including catering services shall be Contractor's responsibility.
- 17.8 **COMMUNICATION SYSTEM:** Suitable communication system like WLL/Cell phone is to be provided by the Bidder for effective communication from base camp / site etc.

18.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

- 18.1 The Contractor shall provide competent, qualified and adequately experienced personnel for carrying out jobs as mentioned in scope of work correctly and efficiently. Personnel provided by the Contractor must observe all safety and statutory norms applicable to the Company. Their performance must be to the satisfaction of the Company and the contractor must be willing and ready to replace, at their own expenses, any of their personnel who are not found suitable by the Company.
- 18.2 Maintain a highly skilled technical staff to render the services and capable of making the best use of the equipment so as to ensure the highest degree of accuracy and reliability of the works/data gathered.

19.0 Requirements of Contractor's personnel:

- 19.1 An undertaking from all the personnel as per **Annexure-II** should be forwarded after deployment of manpower prior to mobilization.
- 19.2 Regarding educational qualification and experience of the key personnel, the bidder shall substantiate their claim with valid educational and experience certificates.
- 19.3 For driving the vehicles/units on road, the bidder shall ensure that the driver possesses necessary valid and proper licenses conforming to Indian Motor Vehicle Act.
- 19.4 **Medical Fitness:** Contractor shall ensure that all of the Personnel deployed under the contract shall have had a full medical examination from qualified and registered doctor in accordance with accepted medical standards prior to commencement of work.
- 19.5 **Training Courses:** Contractor shall ensure that all his Personnel

performing services hereunder shall have attended all safety and operational training courses required by applicable law and as is generally consistent with international petroleum industry practice and/or as otherwise required by the Company.

- 19.6 Contractor shall, if requested, forthwith produce valid and current certificates of completion or attendance for the Company's inspection.
- 19.7 Personnel should be versed in fire fighting, gas leak detection etc.
- 19.8 Overall Supervisor shall co-ordinate day to day operations smoothly and in professional manner. He shall visit Company's representative office everyday for taking necessary instruction for the operation.
- 19.9 Contractor shall have to deploy other personnel which shall include drivers, security men, and services of unskilled labour.
- 19.10 Employment of personnel other than key persons shall be at the discretion of the contractor to run all operations at work site and camp successfully.
- 19.11 Contractor shall forward the list of personnel deployed along with bio-data / qualification/ experience / track record of the personnel prior to mobilization of the equipment with all supporting documents. Any additional manpower deployed by the Contractor shall be at the expense of the Contractor.
- 19.12 The Contractor shall be responsible for arranging relief of personnel during vacation, statutory off days, sickness etc. entirely at their cost. However, the relief personnel also must have the experience as indicated above. Moreover, the Contractor will have to obtain prior approval from the Company for the relief personnel of the Contractor at least 2 (two) days in advance.
- 19.13 Company reserves the right to instruct for removal of any Contractor's personnel who in the opinion of company is technically not competent or not rendering the services faithfully, or due to other reasons. The replacement of such personnel will also be fully at cost of the Contractor and the Contractor shall have to replace within Ten (10) days for personnel of Indian origin. The deported personnel shall be allowed to continue the job till the replacement arrives with the discretion of the Company.

20.0 LOCATION: Natural Gas Compressor Station, Post Office: URIAMGHAT, District: GOLAGHAT State: ASSAM Pin Code: 785601

END OF SECTION - III

PART-3

SECTION IV

SCHEDULE OF RATES AND PAYMENT

The bidder shall quote the following rates in their price bid as per the price bid format. The payment shall be made for actual work done.

1.0 MOBILIZATION CHARGE:

- i) Mobilization charge shall cover physical transportation of equipments and machinery including transit insurance and travelling cost of personnel to designated site.
- ii) Mobilization charges shall be payable on successful

commissioning of the compressor package which must be completed within 180 days effective from issue of LOA by AGCL complying all the technical and statutory requirements to the satisfaction of AGCL. Successful commissioning shall be declared when the package completes 72 hours of continuous operation at the designated capacity.

iii) The mobilization charges shall be a one-time payment on lump sum basis.

2.0 FIXED INSTALLATION RENTAL CHARGES:

i) Fixed Installation Rental Charges shall be payable to the contractor on monthly basis after satisfactory operation of the compressor package as per the contract.

ii) Contractor shall raise invoice on monthly basis along with the daily running report for fixed rental charges which shall be duly certified by Company's representative /Engineer -in charge.

iii) If the contractor fails to compress **50000** SCMD gas by compressor package of **80000** SCMD capacity or **100000** SCMD for two units running in spite of ONGC making available the desired quantum of natural gas at rated suction pressure (1.0 Kg/cm²) at the contractor's compressor station battery limit, the fixed charge shall be deducted at daily pro-rata rate from the fixed rental charge [i.e. (Actual gas compressed in 24 hrs / 50000 for one unit or Actual gas compressed in 24 hrs / 100000 SCMD for two units) x Fixed rental charges in that particular day).

If the cause of less gas compression is not attributable to bidder the clause 2.0 (iii) above will not be applicable.

VARIABLE COMPRESSION CHARGES:

i) Variable compression charges shall be payable to the contractor on the basis of **actual quantity of gas compressed** and delivered at AGCL's distribution network as per gas quantity measured by the flow meter and certified by the representative of both AGCL and the Contractor. Certified copy of the daily gas measurement shall accompany the monthly invoice. A suitable format for recording daily gas measurement agreeable to both the parties shall be used for this purpose.

ii) The unit of gas quantity to be used for invoicing shall be in SCM (Standard Cubic Meter).

iii) The invoice shall be raised on monthly basis for monthly fixed installation rental charges and variable compression charges. A month shall be considered as calendar month. In case the invoice is raised either for a part of the month or with allowable shut down period, the bill for that month shall be paid on prorata basis.

10.0 CHARGES DURING SHUTDOWN:

i) The contractor shall be allowed a maximum of 24 hours maintenance shutdown per machine per month effective from the date of operation of the compressor package.

ii) If the cumulative shutdown period exceeds 24 hours in a month, penalty shall be imposed as per clause 12.0 stated below.

11.0 CHARGES FOR EXCESS FUEL CONSUMPTION:

The fuel gas consumption will be charged as specified in **clause No. 6.1(ii) of Scope of Work.**

12.0 PENALTY:

i) A penalty shall be imposed @ 2 times of fixed rental charges if the cumulative shutdown period exceeds 24 hrs per package in a month. The penalty shall be calculated on prorata basis per hour or part thereof on individual packages. Total maximum penalty shall be limited to 20% of annual contract value considering each year of operation. The annual contract value shall be exclusive of taxes and Mobilization charges.

ii) For major **preventive** maintenances such as engine top or major overhauling & compressor major overhauling company shall provide maximum 10 day's holiday to the bidder during lean season only in every two years. Bidder shall intimate AGCL well in advance for getting approval for such holiday which may be granted by AGCL at its sole discretion. The contractor shall not hold AGCL responsible for not granting holiday at the choice of the contractor. During holiday period penalty shall not be imposed on bidder for such shutdown. However, both the units cannot be put under such preventive maintenance at the same time.

iii) The company reserves the right to terminate the contract if the bidder's compressor packages are in continuous shutdown for more than 30 (thirty) days whatsoever are the cause of shutdown.

PROFORMA-A
PRICE BID FORMAT

Sl. NO	Item Description	Quantity	Unit	Rate BASIC RATE In Figures To be entered by the Bidder in Rs.	Remarks
1	Gas compression service on BOO basis				The price bid proforma need to be submitted along with the technical bid but Without indicating the Prices . Only to write " Quoted " or " Not quoted " in corresponding line items.
1.0	Mobilisation charge for 1 st unit(T _{M1})	1.000	lumpsum	Quoted / Not Quoted	
2.0	Mobilisation charge for 2 nd unit(T _{M2})	1.000	Lumpsum	Quoted / Not Quoted	
3.0	Fixed rental charges for 9 years (T _{FRC1}) (considering two units of 80000 SCMD capacity each)	6570.000	DAY RATE (for one unit)	Quoted / Not Quoted	
4.0	Variable Compression charge per day basis for 9 years (T _{VC1}) for 1,30,000 SCMD gas considering two units of 80000 capacity each.	427050000.000	SCUM	Quoted / Not Quoted	

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder:

PROFORMA-B

BID FORM

To
M/s. Assam Gas Company Ltd,
P.O. Duliajan, Assam, India

Sub: Tender No:

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum as mentioned in the price bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within (_____) days calculated from the date of issue of Letter of Award(LOA).

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding _____ for the due performance of the Contract.

We agree to abide by this Bid for a period of **180 days** from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 2019.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

PROFORMA-C

STATEMENT OF NON-COMPLIANCE
(Only exceptions/deviations to be rendered)

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

2.0 In addition to the above the Bidder shall furnish detailed information pertaining to construction, operational requirements, added technical features, if any and limitations etc. of the compressor package proposed to be deployed.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

NOTE: Assam Gas Company Ltd expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the "**Statement of Compliance**" in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

PROFORMA-D
FORM OF BID SECURITY / EMD BANK GUARANTEE

To

M/S Assam Gas Company Ltd
Duliajan, Assam
Pin-786602

WHEREAS _____ (Name and address of Bidder) (Hereinafter called "CONTRACTOR") had undertaken, in pursuance of Tender No to execute Gas compression services on BOO basis and associated works.

AND WHEREAS, it has been stipulated by you in the Tender Documents that the Contractor shall furnish you with a bank guarantee as Earnest Money for compliance with Contractor's obligations in accordance with the tender documents.

AND WHEREAS, we 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 Rs ***** (Rupees ***** only), 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 argument, any sum or sums within the limits of guarantee sum as aforesaid without our 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 there under 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 date _____ (calculated at 210 days after last date of submission of tender)

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of the Bank _____

Address _____

Date _____

Place _____

PROFORMA - E

FORM OF PERFORMANCE BANK GUARANTEE

To:
M/S Assam Gas Company Ltd
Duliajan, Assam
Pin-786602

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract 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 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 argument, 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 date _____ (calculated at **3 months** after Contract completion date or as mentioned in the forwarding letter).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date.....

Place _____

PROFORMA-F

AGREEMENT FORM

This Agreement is made on ____ day of _____ between, Assam Gas Company Ltd , A govt of Assam undertaking incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's tender no._____. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and

construed as part of this agreement viz.:

- (a) Section-I indicating the General Conditions of this Contract;
- (b) Section-II indicating the Terms of Reference;
- (c) Section-III indicating the Special Terms & Condition;
- (d) Section-IV indicating the Schedule of Rates.

- 3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
- 4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of Company ()

Name:

Status:

In presence of

1.

2.

For and on behalf of Contractor (M/s. _____)

Name:

Status:

In presence of

1.

2.

** This Agreement proforma may need addition or deletion of clauses before issue of

order / LOA.

PROFORMA-G

PROFORMA LETTER OF AUTHORITY

TO
Assam Gas Company Ltd.,
P.O. Duliajan - 786 602
Assam, India

Sir,

Sub: Tender No.

We _____ confirm that Mr. _____ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for hiring of services for _____.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

PROFORMA - H

RECORD OF BIDDER'S PAST RELEVANT EXPERIENCE

Sl No.	Clients Name, address & contact Telephone No.	Contract No.	Brief description of the contract	Contract period		Contract value (INR)
				From	To	

Signature of the bidder

PROFORMA - I

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

In case of consortium bids, both the Primary Bidder and Technical Collaborator must submit Proforma-I separately .

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

Further, it is our sole responsibility to ensure that any changes occurring in the above declaration during the processing of the tender are brought to the notice of Employer.

2.0 We also confirm that Neither we nor our allied agency/(ies) have been put on holiday/ banned by ASSAM GAS COMPANY LIMITED / Ministry of Petroleum and Natural Gas or Project Management Consultant (PMC) of ASSAM GAS COMPANY LIMITED or banned by any Government Department/ Public Sector undertaking on due date of submission of bid.

(Here give particulars of blacklisting or holiday listing and in the absence there of state "NIL")

3.0 We also confirm that the content of the Bidding Document including Corrigendum / Addendum (if any) have not been altered or modified.

4.0 We confirm that "the document submitted by M/s. (Name and address of the bidder) against tender no.dtd. are true and genuine and in case of any discrepancy noticed or observed at any stage, M/s.....(Name and address of the bidder) shall be personally responsible not only for the damages or loss to ASSAM GAS COMPANY LIMITED, but also for criminal proceedings under the relevant laws".

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

Signature & Seal of Bidder

Note: This should be submitted in the Letter Head of the Bidder

PROFORMA –J

UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR

I/We hereby declare that:

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

I/We accept and undertake to respect and uphold the Owner's absolute right to resort to and impose such exclusion.

Place.....

Signature of Bidder

Date.....

Name of Signatory

PROFORMA -K

SPECIFIC EXPERIENCE MEETING QUALIFICATION CRITERIA

Bidder shall furnish their experience details with reference to the Work, which qualify them in line with Experience Criteria mentioned in NIT.

Sl.No	Description	Details
1.0	Details of experience of Completed jobs as per Qualification Criteria:	
1.1	Name of work	
1.2	Name of Owner & Contract Person, Postal Address, Phone/Fax no./Email Address	
1.3	Name of Consultant, if any & Contact Person, Postal Address, Phone/Fax No../E-mail Address	
1.4	Work order No. /date	
1.5	(a) Awarded Contract Value:	Rs. _____ (as per work order)
	(b) Final Executed Contract value:	Rs. _____ (as per completion cert.)
1.6	Completion Dates	Date of award : _____ Scheduled Completion Date : _____ Actual Completion Date : _____ Reasons for delay, if any : _____
1.7	Confirmation on supporting Document Submission	(a) copy of Work Order / Contract Agreement enclosed for qualifying job(s) YES _____ NO _____ (b) copy of Completion Certificate enclosed YES _____ NO _____

Note: 1. In case Bidder wants to include more than one job for qualification, bidder shall submit the above format filled in, separately for each job along with copies of work order and completion certificate.

NAME OF BIDDER : _____

SIGNATURE & SEAL OF BIDDER :

PROFORMA –L

AGREED TERMS & CONDITIONS (COMMERCIAL)

Bidder's reply/ confirmation as furnished herein below shall supersede the stipulations mentioned elsewhere in their bid.

SL.NO.	OWNER'S QUERY	BIDDER'S REPLY/ CONFIRMATION
1.0	Confirm that your Bid is valid for 180 days from the date of opening of Bid.	
2.0	Confirm that Earnest Money Deposit (EMD) as per bid stipulations have been furnished along with bid.	
3.0	Confirm that Addendum/Amendments (if issued) have been considered for submission of bid.	
4.0	Confirm that Price Bid have been filled in and Submitted as per prescribed Proforma A in the online	
5.0	Confirm that rate/ price has been quoted for all items of SOR.	
6.0	Confirm that deviation/terms & conditions are not mentioned in the price part. In case any terms and condition is mentioned in the price part, the same shall be treated as null and void.	
7.0	Confirm that you have studied complete Bidding Document including commercial provisions and your Bid is in accordance with the requirements of the Bidding Document.	
8.0	Confirm your acceptance for Terms of Payment as mentioned in Bidding Document.	
9.0	Confirm that your quoted price includes all taxes, duties except good & service tax as applicable for this work in accordance with the provision of Bidding Document.	
10.0	Confirm that in the event of award you shall submit initial security deposit and sign the Contract Agreement within stipulated period	
11.0	Confirm that you shall comply with all legal and statutory provisions including payment of minimum wage to labourers.	
12.0	Confirm that your quoted price includes all types of insurance as per the provisions of Bidding Document.	
13.0	Confirm that all costs resulting from safe execution of work, such as safety induction, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the Contractor for execution of work are included in the quoted rates.	

NAME OF BIDDER: _____

SIGNATURE & SEAL OF BIDDER :

PROFORMA –M

AGREED TERMS & CONDITIONS (TECHNICAL)

Bidder's reply/ confirmation as furnished in the Commercial Questionnaire (CQ) shall supersede the stipulations mentioned elsewhere in their bid.

SL.NO.	OWNER'S QUERY	BIDDER'S REPLY/ CONFIRMATION
1.0	Confirm that you have studied complete Bidding Document, understood the technical scope and your Bid is in accordance with the requirements of the Bidding Document.	
2.0	Confirm your compliance to total Scope of Work mentioned in the Bidding Document.	
3.0	Confirm your acceptance for 'Scope of Supply' mentioned in the Bidding Document and confirm that all materials shall be supplied as per Standards and Specification & requirements of the Bidding Document.	
4.0	Confirm your acceptance for Time Schedule as mentioned in Bidding Document.	
5.0	Confirm that you shall deploy adequate numbers of equipments, tools, tackles etc wherever required for completing the work as per the time schedule.	
6.0	Confirm that you shall deploy required site supervisory personnel having requisite qualification & experience.	
7.0	Confirm that while submitting your price, you have taken consideration of scope of supplies, scope of work and technical requirement mentioned in Bidding Document.	
8.0	Confirm that cost of co-ordination and making available by Contractor of all staff, manpower, equipment, tools etc. and materials as required for a timely completion of all WORK as per Owner's priority schedule are included in the quoted rates.	

NAME OF BIDDER: _____

SIGNATURE & SEAL OF BIDDER:

PROFORMA -N

FUEL GAS CONSUMPTION:

Contractor confirms that at any time, the fuel consumption for single Compressor Package shall not exceed more than [.....] **SCMD** to be prorated for running hours. Should at any stage the fuel consumption exceeds from this maximum quantity, AGCL shall have right to recover the additional /excess fuel gas consumption as per prevailing prices paid to the producer of gas at Khoraghat plus premium of \$0.47 thereof per mmBtu plus taxes at actual.

However, the Quantity should not exceed 1200 SCMD per machine.

Bidder has to clearly submit Fuel Gas Consumption as above.

NAME OF BIDDER: _____

SIGNATURE & SEAL OF BIDDER:

PROFORMA -O

ACCEPTANCE OF SINGLE POINT RESPONSIBILITY

To,

Assam Gas Company Ltd.

P.O: Duliajan-786602

Assam, India

Sir,

Ref: Tender No: TENDER/BOO/URMT/2017/01/PTIII/12

Subject: Undertaking

We hereby undertake we will accept single point responsibility for total engineering, supply, transportation, installation, construction, commissioning, operation and maintenance of Natural Gas Compressor Packages including the Compressor Station for the entire period of the contract.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours' Faithfully,

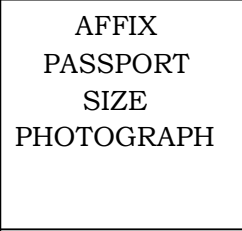
Authorized Person's Signature:

Name:

Designation:

ANNEXURE-I

PROFORMA FOR BIO DATA OF KEY PERSONNEL



1. NAME
2. PRESENT ADDRESS
3. PERMANENT ADDRESS
4. FATHER'S NAME
5. NATIONALITY
6. PASSPORT NO. AND VALIDITY (IN CASE OF EXPATRIATE)
7. DESIGNATED POST
8. EDUCATIONAL QUALIFICATION
9. DATE OF BIRTH
10. EXPERIENCE IN REVERSE ORDER

NOTE: In case of replacement of the key personnel, the replacement personnel must have the requisite qualification and experience as per Terms of Reference (Section-II) and shall submit their credentials along with their recent photographs to Company for approval of Company.

ANNEXURE-II

PROFORMA UNDERTAKING FROM CONTRACTORS PERSONNEL

I _____ S/o _____ h
aving permanent residence at _____
Dist. _____ am working with M/s. _____
as their employee. Now, I have been transferred by M/s.
_____ for carrying out the contract job under
Contract No. _____ which has been awarded in
favour of my employer M/s. _____.

I hereby declare that I will not have any claim for employment or any service benefit from AGCL by virtue of my deployment for carrying out contract job in AGCL by M/s. _____.

I am an employee of _____ for all practical purposes and there is no privity of Contract between AGCL and me.

Signature

Place:

Date:

Witness:

1. NAME:

DESIGNATION:

DATE:

2. NAME:

DESIG

DATE:

ANNEXURE-III

To,

Assam Gas Company Ltd.,
P.O. Duliajan - 786 602
Assam, India

SUB: SAFETY MEASURES FOR

TENDER NO.

DESCRIPTION OF WORK/ SERVICE:

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following:

i) _____

ii) _____

iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the PNGRB T4S regulations, and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be **rectified forthwith** or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be

responsible for any lapses on our part in this regard.

(Seal)

Date_____

Yours Faithfully

M/s_____

CONTRACTOR

FOR & ON BEHALF OF

Annexure IV



REGIONAL GEOSCIENCE LABORATORIES
OIL AND NATURAL GAS CORPORATION LIMITED
A&AA BASIN, SIVASAGR – 785697, ASSAM, INDIA

Date: 05.02.2019

1 Test Report No.	SVS / RGL / CL / GS / 05 / 18-19/211	
2 Sample ID No.	393-(18-19)	396-(18-19)
3 Type of Sample	Gas Sample	Gas Sample
4 Sample details	GCP Borholla	AGCL KGH-I
5 Pressure (Kg/cm ²)	23.6	4.0
6 Date/Time of collection (hr.)	01.02.2019/ 11:00	04.02.2019/ 11:00
7 Collected / provided by	Anjan K. Kalita C.C.	
8 Date of receipt in Lab	04.02.2019	05.02.2019
9 Analysis data		
Component	% Mol	% Mol
Methane	85.40	82.73
Ethane	6.48	7.61
Propane	3.71	4.59
iso-Butane	0.69	0.76
n-Butane	1.08	1.46
iso-Pentane	0.43	0.58
n-Pentane	0.33	0.43
Hexane +	0.81	1.24
Carbon-di-oxide	0.29	0.36
Nitrogen	0.78	0.24
SUM:	100.00	100.00
Properties(Calculated) #		
Sp.Gr. (Real)	0.6893	0.7239
Density, Kg/SM ³	0.8446	0.8871
Mol. Wt.	19.91	20.90
N.C.V., Keal / SM ³	9700.507	10206.924
G.C.V., Keal / SM ³	10709.843	11254.229

Calculations are as per ISO 6976 (1995) Method
 # Last calibration done on 01.02.2019

Sig:

Name:

Desig:

(Signature)
 (Madhurjya Gogoi)
 JTA (Chem)

(Signature)
 (Pinakay. R. Gogoi)
 TA-II (Chem)

(Signature)
 (Keshav Dixit)
 Dy. Suptg. Chemist

Distribution:

1. IC Chemistry, Surface Team, ONGC Jorhat
2. Office Copy

FOR REFERENCE ONLY