

# **ASSAM GAS COMPANY LTD**

(A Govt. of Assam Undertaking)

Gas Compressor Station,

P.O. Duliajan, Dist: Dibrugarh 786602

Phone No.0374-280466/463 Extn 4232/4230

Fax: 0374-280557



## **Hiring services for Ascertaining the Health & Residual Life Analysis/Fitness for Service of Natural Gas Piping's.**

**(DOMESTIC COMPETITIVE BIDDING)**

**BID DOCUMENT NO.**

**AGCL/O&M/RLA-FFS/06/2019/02**

Contact Details:

- Mr. BIKRAMJIT BHATTACHARYA, MANAGER (M)  
Email: [bikram.bhattacharya@assamgas.org](mailto:bikram.bhattacharya@assamgas.org)

# **SECTION-I**

# **INVITATION FOR BID (IFB)**

**SECTION-I**  
**"INVITATION FOR BID (IFB)"**

Ref No: AGCL/COMPR/O&M/2019/02

Date: 20.06.2019

To,  
PROSPECTIVE BIDDERS

**SUB: TENDER DOCUMENT FOR HIRING SERVICES FOR ASCERTAINING THE HEALTH & RESIDUAL LIFE ANALYSIS/FITNESS FOR SERVICE OF NATURAL GAS PIPINGS.**

Dear Sir/Madam,

**1.0 Assam Gas Company Limited [having registered office at Duliajan, Assam 786602 CIN No.U11101AS1962SGC001184], leading profit making and state owned Natural Gas Transportation and Distribution Company, invites bids from bidders for the subject job/works, in complete accordance with the following details and enclosed Tender Documents.**

**2.0** The brief details of the tender are as under:

	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	Hiring services for Ascertaining the Health & Residual Life Analysis/Fitness for service of Natural Gas Pipings.
a.	Tender No. & Date	AGCL/O&M/RLA-FFS/06/2019/02 Date: 20.06.2019
b.	Type of Bid :	Single Stage-2(two) Bid System
c.	Tender Fee: Non- Refundable	Rs.2000 (Rs. Two Thousand only)
d.	Last Date of receipt of Pre-Bid Queries	02/07/2019 at 2:00PM. (IST)
e.	Site Visit Date	08/07/2019 at 09:00AM. (IST)
f.	Pre-bid conference	08/07/2019 at 01:00PM. (IST)
g.	Venue of Pre-Bid Conference	Duliajan
h.	Bid Closing Date & Time	22/07/2019 at 2:00PM. (IST)
i.	Bid Opening Date & Time	22/07/2019 at 2:30PM. (IST)
j.	Priced Bid Opening Date &	To be intimated separately to the successful bidders who satisfy conditions of Technical Bid through e-tender

	Time	mode.
k.	Bid Submission Mode	Bid should be uploaded in <i>e-procurement portal of Govt. of Assam i.e. www.assamtenders.gov.in</i> . Hard copies of all the documents submitted online <b>except Price bids</b> must reach below address within 7 days of bid closing date.
l.	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.
m.	Bid Opening Place:	Technical bids will be opened online
n.	Bid Validity :	<b>180 days</b> from date of Closing of bid
o.	Bid Security:	Rs.20,000 (Rupees Twenty Thousand only)
p.	Bid Security Validity :	210 days from date of closing of bid.
q.	Duration of contract	The duration of contract shall be 03 months from the date of issue of FOA/LOA.

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

- 3.0** A pre-Bid conference will be held at **Duliajan, Dist Dibrugarh, Assam, India on 08.07.2019** 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. 4232, **Fax#** (91)374-2800557, **E-mail:** [bikram.bhattacharya@assamgas.org](mailto:bikram.bhattacharya@assamgas.org) ; [comp.agcl@assamgas.org](mailto:comp.agcl@assamgas.org)

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

- 4.0** 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 02.07.2019.

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.

- 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 favor 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 [www.assamtenders.gov.in](http://www.assamtenders.gov.in)**. 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 and put their official seal on every page of the tender and corrigendum's (if any) and must not overwrite on any numerical figures.
- 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** Canvassing in any other form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.

- 14.0** 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.
- 15.0** All communication will be made through e-Tendering web site ([www.assamtenders.gov.in](http://www.assamtenders.gov.in)). However, AGCL reserve the right to take cognizance of the communication made outside e-Tendering Portal under exceptional circumstances.
- 16.0** The Tender is open for Domestic Competitive Bidding in Indian Rupees only.
- 17.0** 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.
- 18.0** 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.
- 19.0** AGCL now looks forward to your active participation in the Bidding.

Managing Director

Assam Gas Company Limited

## **SECTION-II**

# **BID EVALUATION** **CRITERIA & EVALUATION** **METHODOLOGY**

## **A. Technical Criteria**

The bidder must have executed at least one work order of Fitness for service Assessment/ Remaining Life Assessment/ Risk based inspection for Hydrocarbon Pipings/Hydrocarbon Vessels in any Oil & Gas Industry / Petroleum Industry in Government/Semi-government/PSU/Public Limited Company/Private Sector Organization of minimum executed value of Rs. 10 Lakhs (Rupees Ten Lakhs only) in previous 7 years (to be reckoned from the bid closing date).

In support of the claim of meeting this criterion, bidders must submit documentary proof in the form of copies of detailed order along with Schedule of Rate and its corresponding completion certificates (clearly specifying the order no., completion date & executed value) duly certified/attested by notary public with legible stamp.

Project to be handled by **API 570 certified engineer**, API certified engineer should be on agency's payroll having minimum 1 year experience working with agency. Bidders must submit documentary proof for the same.

### **Note:**

(i) A Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting BEC of this Tender Document. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.

## **B. Financial Criteria:**

(i) **Annual Turnover:** In case the tenders having the due date for submission of bid up to 30th September of the relevant financial year, and audited financial results of the immediate 3 preceding financial years are not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years. However, in case bidder is meeting the Annual Turnover criteria of BEC based on Audited Financial Statement of any one of the preceding 3 financial years, the same shall suffice.



- (ii) **Net Worth/Working Capital:** In case the tenders having the due date for submission of bid up to 30th September of the relevant financial year, and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for Net worth/ Working Capital calculation. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, Bidder has to compulsorily submit the audited financial results for the immediate preceding financial year.

**C. DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC**

**(i) Technical Criteria of BEC:**

- (a) Copy of Work Order/Agreement
- (b) Completion/Execution Certificate
- (c) Copy of document establishing the bidder having a registered office in India.

**(ii) Financial Criteria of BEC:**

- (a) **Annual Turnover:** 1 Crore
- (b) **Net Worth/Working Capital:** +ve Network

**D. AUTHENTICATION OF DOCUMENTS TO BE SUBMITTED IN SUPPORT OF BEC:**

**(i) Technical Criteria of BEC:**

All documents in support of Technical Criteria of BEC to be furnished by the Bidder shall necessarily be duly certified/ attested by Notary Public with legible stamp.

**(ii) Financial Criteria of BEC:**

Bidder shall submit “Details of financial capability of Bidder” in prescribed format (P-12) duly signed and stamped by a chartered accountant.

**E. EVALUATION METHODOLOGY:**

**Prices shall be evaluated on “overall lowest evaluated price (L-1) basis”**

# **SECTION-III**

# **INSTRUCTION TO BIDDERS**

**SECTION-III**  
**INSTRUCTION TO BIDDERS**

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## **INSTRUCTIONS TO BIDDERS [ITB]**

### **(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))**

#### **[A] – GENERAL**

#### **1. SCOPE OF BID**

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer. Employer/Owner/AGCL occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Bidding documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

#### **2. ELIGIBLE BIDDERS**

- 2.1 The Bidder is not put on 'Holiday' by any Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of any PSU or the Ministry of Petroleum and Natural Gas.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to AGCL by the bidder.

It shall be the sole responsibility of the bidder to inform AGCL in case the bidder is put on 'Holiday' by AGCL or Public Sector Project Management Consultant (like EIL, Mecon. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.

- 2.2 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to AGCL by the bidder.

It shall be the sole responsibility of the bidder to inform AGCL in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.

- 2.3 Bidder shall not be affiliated with a firm or entity:
- (i) That has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
  - (ii) That has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.
- 2.4 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.
- 2.5 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

- 2.6 Power of Attorney:

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

In case of a Consortium/JV, Power of Attorney issued by Board of Directors/ CEO /Chairman MD / Company Secretary of the Consortium Leader as well as Consortium Member(s) of the Consortium/ partners of JV, in favor of the authorized employee(s) of the Consortium Leader/Lead member of JV, for signing the documents on behalf of the Bidder, in respect of this particular tender, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the Consortium/JV, are to be submitted.

The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

**3. ONE BID PER BIDDER**

3.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

3.2 Alternative Bids shall not be considered.

**4. COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, AGCL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

**5. SITE VISIT**

5.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

5.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

5.3 The Bidder shall not be entitled to hold any claim against AGCL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

## **[B] – BIDDING DOCUMENTS**

### **6. CONTENTS OF BIDDING DOCUMENTS**

6.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-8":

- Section-I : Invitation for Bid [IFB]
- Section-II : BID EVALUATION CRITERIA [BEC] & Evaluation methodology
- Section-III : Instructions to Bidders [ITB]
  - Annexure
  - Forms & Format
- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Scope of Work & Annexure
- Section-VII : Schedule of Rates

6.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

### **7. CLARIFICATION OF BIDDING DOCUMENTS**

7.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify AGCL in writing or by fax or email at AGCL's mailing address indicated in the IFB no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not held. AGCL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. AGCL may respond in writing to the request for clarification. AGCL's response including an explanation of the query, but without identifying the source of the query will be uploaded on tendering web site [<https://assamtenders.gov.in>; [www.assamgas.org](http://www.assamgas.org)] / communicated to prospective bidders by e-mail/ fax.

7.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 7.1 above is liable to be considered as "no clarification / information required".

### **8. AMENDMENT OF BIDDING DOCUMENTS**



- 8.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.
- 8.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.
- 8.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

### **[C] – PREPARATION OF BIDS**

#### **9. LANGUAGE OF BID:**

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and AGCL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

#### **10. DOCUMENTS COMPRISING THE BID**

- 10.1 Bids are invited under Single Stage Two Bid System. Bids submitted manually shall be rejected; the bids must be submitted on the said E-tendering website. The bid to be uploaded by the Bidder in the E-Tender portal ([www.assamtenders.gov.in](http://www.assamtenders.gov.in)) shall comprise of the following components:
  - (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
  - (b) 'Bidder's General Information', as per 'Form P-1'.
  - (c) 'Bid Form', as per 'Form P-2'
  - (d) Copies of documents, as required in 'Form P-3'
  - (e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
  - (f) 'Letter of Authority' on the Letter Head, as per 'Form P-5'
  - (g) 'No Deviation Confirmation', as per 'Form P-6'

- (h) 'Bidder's Declaration regarding Bankruptcy / Holiday listing/banning', in 'Form P-7'
- (i) 'Agreed Terms and Conditions', as per 'Form P-9'
- (j) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (k) Undertaking on the Letter head, as per the Form P-10.
- (l) Power of Attorney /copy of Board Resolution, in favor of the authorized signatory of the Bid, as per clause no.2.6 of ITB.
- (m) EMD in original as per Clause 15 of ITB.
- (n) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (o) Any other information/details required as per Bidding Document

**Note:** All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder.

- 10.2 **PART-I: “TECHNO-COMMERCIAL/UN-PRICED BID”** comprising all the above documents mentioned at 10.1 along with copy of EMD/Bid Bond, copy of Power of Attorney should be uploaded in the e-tendering portal. Further, Bidders must submit the original “EMD, Tender fees Power of Attorney, and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.

Bidders are required to submit the EMD and tender fees in original by Due Date and Time of Bid Submission and upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

10.3 **PART-II: PRICE BID**

The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and to upload in SOR attachment/Conditions of E-tendering portal.

**11. SCHEDULE OF RATES / BID PRICES**

- 11.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST**.

- 11.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 11.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 11.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (CGST & SGST/ UTGST or IGST) shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of GST (CGST & SGST/ UTGST or IGST) on the contract value shall be indicated in Agreed Terms & Conditions (Format-P-9) and SOR.
- 11.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.
- 11.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 29 of ITB.
- 11.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

## **12. GST (CGST & SGST/ UTGST or IGST)**

- 12.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 12.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required

to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, AGCL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

### **13. BID CURRENCIES**

Bidders must submit bid in Indian Rupees only.

### **14. BID VALIDITY**

14.1 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.

14.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with "ITB: Clause-15" in all respects.

### **15. EARNEST MONEY DEPOSIT**

15.1 Bid must be accompanied with earnest money (**i.e. Earnest Money Deposit (EMD)** also known as **Bid Security**) in the form of **'Demand Draft'** [in favor of **ASSAM GAS COMPANY LTD** payable at DULIAJAN] or **'Bank Guarantee'** strictly as per the format given in form P4 of the **Tender Document**. Bidder shall ensure that EMD submitted in the form of **'Bank Guarantee'** shall be valid for **210 days from the bid closing date**. EMD submitted in the form of **'Demand Draft'** should be valid for three months.

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.

15.2 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 15.7

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

- 15.4 Unsuccessful Bidder's Bid Security will be discharged and/or returned in due course.
- 15.5 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 is furnished.
- 15.6 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 15.7 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.
- 15.8 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.
- 15.9 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.

## **16. PRE-BID MEETING**

- 16.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 16.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.
- 16.3 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.
- 16.4 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on e-tendering website against the

Tender. Any modification of the Contents of Bidding Documents that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum.

**17. FORMAT AND SIGNING OF BID**

- 17.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 17.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

**18. ZERO DEVIATION AND REJECTION CRITERIA**

- 18.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. AGCL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note AGCL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 28 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. AGCL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. AGCL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.
- 18.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:
- (a) Firm Price
  - (b) Earnest Money Deposit / Bid Security
  - (c) Specifications & Scope of Work
  - (d) Schedule of Rates / Price Schedule / Price Basis
  - (e) Duration / Period of Contract/ Completion schedule

- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

## **19. E-PAYMENT**

AGCL has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through 'e- banking'. The successful bidder should give the details of his bank account as per the bank mandate form.

### **[D] – SUBMISSION OF BIDS**

## **20. SUBMISSION, SEALING AND MARKING OF BIDS**

- 20.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.
- 20.2 All the bids shall be addressed to the owner at address specified in IFB.
- 20.3 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

## **21. DEADLINE FOR SUBMISSION OF BIDS**

- 21.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents.
- 21.2 AGCL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids. In which case all rights and obligations of AGCL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on AGCL's website/ communicated to the bidders.

## **22. LATE BIDS**

- 22.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 22.2 In case of e-tendering, e-tendering system shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.  
In case of e-tendering, where the bid bond/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.
- 22.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

## **23. MODIFICATION AND WITHDRAWAL OF BIDS**

- 23.1 The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.

## **24. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

AGCL reserves the right to accept or reject any Bid, 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 obligations to inform the affected Bidder or Bidders of the ground for AGCL's action.

### **[E] – BID OPENING AND EVALUATION**

## **25. BID OPENING**

### **25.1 Unpriced Bid Opening :**

AGCL will open bids ONLINE as per the bid opening date & time stipulated in the IFB.

### **25.2 Priced Bid Opening:**

- 25.2.1 AGCL will open the price bids ONLINE of those bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening through the e tender portal.



25.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened in e-tendering.

## **26. CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.

## **27. CONTACTING THE EMPLOYER**

27.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

27.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

## **28. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

28.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money / Bid Security';
- (d) Is substantially responsive to the requirements of the Bidding Documents; and
- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness.

28.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-

- a) "Deviation" is departure from the requirement specified in the tender documents.
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

28.3 A material deviation, reservation or omission is one that,

- a) If accepted would,
  - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
  - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

- 28.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 28.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

## **29. CORRECTION OF ERRORS**

- 29.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate) shall be taken as correct.
  - (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.
  - (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes
- 29.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

## **30. EVALUATION AND COMPARISON OF BIDS**

Bid shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents.

**In case of a tie at the lowest bid (L1) position between two or more startup/non-startup bidders, the order/LOA will be placed on the bidder who has higher/ highest turnover in last audited financial year.**

**[F] – AWARD OF CONTRACT**

**31. AWARD**

Subject to "ITB: Clause-28", AGCL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

**32. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE**

32.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by AGCL either by Fax / E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on AGCL and successful Bidder (i.e. Contractor/Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. AGCL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.

32.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract as per "ITB: Clause-34".

Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", AGCL will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-15"

**33. SIGNING OF AGREEMENT**

33.1 AGCL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to AGCL.

33.2 **NOT APPLICABLE** The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit.

**34. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT**

34.1 Within 14 days of the receipt of the notification of award/ Fax of Acceptance from AGCL, the successful bidder shall furnish the Performance Security (PS) in accordance with of General Conditions of the Contract. The PS shall be in the form of Bank Guarantee and shall be in the currency of the Contract i.e. in INR.

34.2 The contract performance security shall be for an amount equal to 10% (Ten percent) of the work order value towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)** to be reimbursed by the Owner. Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder.

34.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

**35. INCOME TAX & CORPORATE TAX**

35.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

35.2 Corporate Tax liability, if any, shall be to the contractor's account.

35.3 TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

**35.4 MENTIONING OF PAN NO. IN INVOICE/BILL**

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs. per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfillment of above requirement.

**SECTION-IV**

**GENERAL CONDITIONS OF  
CONTRACT  
FOR  
PROCUREMENT OF SERVICES**

## SECTION – I DEFINITIONS & INTERPRETATIONS

### 1.1 Definition of Terms:

In this Contract (as defined here-in-after), save where the context otherwise requires, the following words and expressions shall have the meanings respectively assigned to them:

"Approved" means approval in writing including subsequent written confirmation of previous verbal approval(s).

The "Bid /Tender/Offer" means the proposal along with required supporting documents submitted by the Bidder/Service Provider for consideration by the Employer.

The 'Bidder/Tenderer' means the person(s) / Firm / company /Corporation /Organization/entity, who participated in the Tender.

"Completion Certificate" means the certificate to be issued by the Engineer In-charge (EIC) when the Services have been completed entirely in accordance with Contract.

"Completion Date" means the date of actual completion of the services by the Service Provider as certified by the Employer.

"Contract" means an agreement between Employer and the Service Provider/Supplier for execution of the Service(s) as per Contract Documents and its subsequent amendment(s), if any in writing thereto.

"Contract Documents" means collectively the Tender Documents, Designs, Drawings, Scope of Services, Specifications, Schedule of Rates (SOR), Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.

"Day" means a calendar day of 24 hours from midnight to midnight irrespective of the number of hours serviced in that day.

"Demobilization" means removal of all equipment, machinery, manpower from the site after completion of the services with the due permission of EIC.

"Drawings" means and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, etc. related to the Contract together with modification and revision thereto.

The "Employer/Service Receiver/ Company/Owner" means Assam Gas Company Ltd (AGCL), A State Govt. undertaking, incorporated under the Company's Act 1956 and having its

Registered office at Duliajan P.O. Duliajan Dist. Dibrugarh -786602 Assam and includes its successors, assigns and Site(s)/work center(s).

The "Engineer-In-Charge" (EIC) means the person designated from time to time by Employer and shall include those who are expressly authorized by him to act for and on his behalf for operation/execution of this Contract for Services.

"Equipment/Materials/Goods" means and include all equipment, machinery, stores, goods which are required under the Contract for satisfactory performance of Services by the Service Provider.

"Fax of Acceptance" means intimation regarding notification of award by the Employer to the successful Bidder/Service Provider through a Fax/ Letter conveying that the Tender/Bid/Offer has been accepted in accordance with the provisions contained therein.

"Guarantee/Warranty/ Defect Liability Period (DLP)" means the period and other conditions governing the warranty/guarantee/defect liability period of the services as provided in the Contract.

"Metric System": All technical documents are given in the metric system and all service should be carried out according to the metric system. All documents concerning the service shall also be maintained in the metric system.

"Mobilization" means stabilizing adequate infrastructure at designated Site comprising of Equipment, aids, tools, tackles, instruments, Goods & Materials, experienced manpower, supported with supervising personal in order to provide services as per the provision of Contract document.

"Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or an entity which was intended to cause, or which was 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, negligence shall not include any action taken in good faith for the safeguard of life or property.

The "Service(s)" means and include all services and activities/jobs to be performed by the Service Provider in pursuant to and in accordance with Contract or part thereof as the case may be and shall include all extra, additional, altered or substituted services and approvals from any agency/third party & license(s)/permissions from statutory authorities (if any), as required for purpose of the Contract.

The "Service Provider" means Bidder/Tenderer whose tender has been accepted by the Employer and includes the Service Provider's legal representative(s), his successor(s) and permitted assign(s).



“Service Provider’s/ Bidder’s Representative” means such person(s) duly authorized by the Bidder/Service Provider in writing to the Employer as having authority to act for and on behalf the Bidder /Service Provider in matters affecting the Services and to provide the requisite services to Employer.

“Site” means the place(s) provided by the Employer where the Services are to be carried out/executed and any other place(s) as may be specifically designated in the Contract as forming part of the site.

“Specifications” means and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract.

The "Sub-Service Provider" means any person / firm / Organization / company /entity (other than the Service Provider) and it’s legal representatives, successors and permitted assigns named in the Contract as a Sub-Service Provider for a part of the Services or to whom a part of the Services has been sub-Contracted with the written prior consent of the Employer.

"Value of Contract” or “Total Contract Price” means the sum accepted or the sum calculated in accordance with the prices accepted in the Contract as payable to the Service Provider for the entire execution and full completion of the service, including Amendment(s) to Contract, if any.

"Week" means a period of any consecutive seven Days.

“Willful 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 loss or damage of property.

“Working Day” means any Day which is not declared by the Employer to be holiday or off-day.

## **1.2 INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS**

1.2.1 The documents forming the Contract are to be read together and interpreted as mutually explanatory of one another. If there is a direct inconsistency in specific obligation(s), then for the purposes of interpretation, and unless otherwise provided in the Contract, the priority of the Contract Documents shall be in accordance with following sequence:

- i) The Contract Agreement
- ii) Detailed Letter of Acceptance along with its enclosures
- iii) Fax of Acceptance
- iv) Scope of Works/ Job Specifications (specific to particular job only, wherever provided)
- v) Drawings
- vi) Special Conditions of Contract (SCC)
- vii) Technical Specifications (wherever applicable)

- viii) Instructions to Bidders (ITB)
- ix) General Conditions of Contract (GCC)
- x) Other Documents

Works shown in the Drawing but not mentioned in the Specifications or described in the Specifications without being shown in the Drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the Drawings and described in the Specifications.

Any amendment/change order issued by Employer upon signing of formal Contract shall take precedence over respective clauses of the formal Contract and its annexures.

The higher priority interpretation shall be adopted only to the extent required to deal with an inconsistency.

Specific term(s) agreed take priority over general statement(s) and terms in Contract Document created at a later date govern over terms in earlier Contract Document. Subject to foregoing, the terms of the groups of documents set out above have equal importance within their group.

1.2.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the Specifications or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation thereof the Contract.

1.2.3 Singular and Plural: In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

1.2.4 Gender: Where the context so requires, words imparting the masculine gender shall also include the feminine gender and the neuter gender and vice versa.

1.2.5 Severability: Should any provision of this Contract be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provision(s)/clause(s) hereto and they shall remain binding on the parties hereto.

### **1.3 SPECIAL CONDITIONS OF CONTRACT:**

1.3.1 Special Conditions of Contract consisting of scope of services, specification of Services & items etc. shall be read in conjunction with the General Conditions of Contract, and any other documents forming part of this Contract wherever the context so requires.

1.3.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each section/volume shall be deemed to be supplementary to and

complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

- 1.3.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.3.4 Wherever it is mentioned in the Specifications that the Service Provider shall perform certain Service or provide certain facilities, it is understood that the Service Provider shall do so at his cost and the Value of Contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.3.5 The materials, design and services shall satisfy the relevant Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

## **SECTION – II**

### **2.0 GENERAL INSTRUCTIONS & OBLIGATIONS**

#### **2.1 FORMATION OF CONTRACT:**

- 2.1.1 Employer will be the sole judge in the matter of award of Contract and the decision of Employer shall be final and binding.
- 2.1.2 The acceptance of tender will be intimated to the successful Bidder by the Employer either by Fax / E - mail /Letter or like means defined as Fax of Acceptance (FOA).
- 2.1.3 The Contract shall come into force on the date of FOA and the same shall be binding on Employer and Service Provider.

#### **2.2 SIGNING OF AGREEMENT:**

- 2.2.1 The successful Tenderer/Service Provider shall be required to execute an Agreement within 15 days of the FOA in the format attached/enclosed with Tender Document. In the event of failure on the part of the Service Provider to sign the Agreement within the aforesaid stipulated period, the Earnest Money Deposit or initial Security Deposit/Performance Security Deposit (as available, preferably the later) will be forfeited and Employer may consider the Contract as terminated.

### **2.3 ADDENDA/CORRIGENDA:**

2.3.1 Addenda/ Corrigenda to the Tender Documents incorporating modification(s) and clarification(s) to the Tender Document issued prior to the due date of bid submission shall become integral part of the Contract.

### **2.4 CONFLICT OF INTEREST:**

2.4.1 During the currency of Contract and after its termination, the Service Provider and its affiliates, shall be disqualified from providing any goods, works or services for any project resulting from or closely related to the Services.

### **2.5 ABNORMAL RATES:**

2.5.1 The Tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and Conditions of Contract. In case, it is noticed that the rates quoted by the Tenderer for any item are unusually higher or unusually lower, it will be sufficient cause for the rejection of the tender/bid unless the Employer is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the Tenderer (on demand).

### **2.6 GENERAL OBLIGATIONS OF SERVICE PROVIDER:**

Service Provider shall, in accordance with and subject to the terms and conditions of this Contract:

2.6.1 Perform the services in accordance with the Scope of Services /Specifications and Activity Schedule of the Tender Document and carry out its obligations with all due diligence and efficiency, in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe methods. When completed, the job/services shall be fit for the purpose for which the services are intended as specifically defined in the Contract.

2.6.2 Provide all labour as required to provide the Service unless otherwise provided in the Scope of Services or Special Conditions of the Contract.

2.6.3 Perform all other obligations, jobs / services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for providing necessary service as per the Contract.

2.6.4 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.

2.6.5 Give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period/DLP as Employer may consider necessary for the proper fulfilling of Service Provider's obligations under the Contract.

2.6.6 Not disrupt the Services of the Employer being carried out by the Service Provider / and shall provide access for carrying out job/services to:

- Employer's personnel(s), and /or
- Any other Contractor(s) / Service Provider(s) employed by Employer, and /or
- Personnel of public authority (ies)/third party (ies).

Further, the Service Provider shall execute the job carefully without causing damage to the existing facility (ies) and facility (ies) of third party (ies) and in case of such happening shall immediately bring to the notice of EIC.

Further, the coordination and inspection of the day-to-day job under the Contract shall be the responsibility of the Engineer-in-Charge (EIC). The EIC or his authorized representative including any statutory authority shall at all reasonable times, have full power and authority to access and inspect the Services wherever in progress either on the Site or at the Service Provider's premises/workshops and the Service Provider shall afford or procure every facility and assistance to carry out such inspection. Such Inspection shall not release the Service Provider from any obligation under the Contract.

## **2.7 SERVICE PROVIDER'S REPRESENTATIVE & PERSONNEL:**

2.7.1 Service Provider shall appoint a person ("*Service Provider's Representative*") who shall be responsible for and authorized to represent it at all times during the progress of the Service and to receive and to act on any request made by Employer in the performance of the Service pursuant to the terms of this Contract.

2.7.2 Service Provider's Representative shall have full authority to represent and bind the Service Provider in relation to any matter concerning the Service Provider's performance of the services under the Contract and Employer shall be entitled to rely on all the decisions of the Service Provider's Representative as if they were the decisions of the Service Provider.

2.7.3 Service Provider's Representative shall supervise, coordinate and ensure the quality of all aspects of his obligations under this Contract. Service Provider shall not change its Representative without the prior approval of Employer.

2.7.4 Service Provider's Representative shall liaise with Employer for the proper coordination and timely completion of the Services and on any matter pertaining to the same.

- 2.7.5 Service Provider's Representative shall extend full cooperation to Employer's representatives/ inspector in the manner required by them for supervision /inspection/ observation of equipment, material, procedures, performance, reports and records pertaining to Services.
- 2.7.6 Service Provider's Representative shall have complete charge of his personnel engaged in the performance of the Service and to ensure compliance of rules and regulations and safety practice.
- 2.7.7 If the Service Provider's Representative is found not acceptable to the EIC, the Service Provider shall, as soon as practicable, having regard to the requirement of replacing him, after receiving notice of such withdrawal, remove the representative and shall not thereafter employ him again on the Services in any capacity and shall replace him by another representative acceptable to the EIC.

## **2.8 SERVICE PROVIDER'S EMPLOYEES / PERSONNEL:**

The Service Provider in connection with performing the Services and remedying of any defects shall provide:

- (a) Only such skilled and experienced personnel(s) in their respective areas; and
- (b) such skilled, semi-skilled and un-skilled labor as is necessary for the proper and timely fulfilling of the Service Provider's obligations under the Contract.

The Service Provider shall provide skilled / qualified /experienced personnel, if specified in the SCC /Scope of Work.

While engaging the contractual manpower, Service Provider is required to make effort to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of society also in order to have a fair representation of these sections.

## **2.9 PERFORMANCE SECURITY (PS):**

- 2.9.1 The Service Provider shall provide Performance Security (PS) to the Employer, within 14 days from the date of notification of award (i.e. FOA/Letter of Acceptance) or the date specified in the notification of award whichever is earlier, for an amount mentioned therein. The PS shall be returned/refunded three months after Contract completion period and Defects Liability Period (DLP), if any. All costs associated with PS shall be borne by the Service Provider. No charges or interest shall be payable by the Employer even if the PS is in the form of a Demand Draft.
- 2.9.2 The Service Provider shall furnish the PS in the form of a Demand Draft or a Bank Guarantee from any Indian scheduled bank or a branch of an International bank situated

in India and registered with Reserve Bank of India as scheduled foreign bank. The bank guarantee shall be submitted in the prescribed format.

2.9.3 If the Service Provider or their employees /agents / representatives or Sub-Service Provider (if authorized by Employer) shall damage, break, deface or destroy any property /equipment belonging to the Employer or third party (ies) during the execution of this Contract, the same shall be made good by the Service Provider at his own expenses and in default thereof, the EIC may cause the same to be made good by other agencies and recover expenses plus 15% overhead from the Service Provider. The decision of EIC in this matter shall be final and binding on the Service Provider.

2.9.4 Failure of the successful bidder to comply with the requirements of Clause 2.13 shall constitute sufficient grounds for the annulment of the award, the forfeiture of CPS and any other actions or remedies available to the Employer.

## **2.10 TERMINATION OF CONTRACT:**

### **2.10.1 TERMINATION OF CONTRACT FOR DEATH**

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

### **2.10.2 TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY, ETC.**

If the Service Provider shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, Employer shall be at liberty to terminate the Contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Service Provider or to give the Receiver or Liquidator or other person, the option of carrying out the Contract subject to

his providing a guarantee up to an amount to be agreed upon by the Employer for due and faithful performance of the Contract.

**2.10.3 TERMINATION OF CONTRACT FOR CORRUPT / FRADULENT / COLLUSIVE / COERCIVE PRACTICES AND NON-PERFORMANCE**

If the Bidder/Service Provider is found to have indulged in Corrupt/ Fraudulent /Collusive/Coercive practices, the Contract shall be terminated.

**2.10.4 TERMINATION FOR CONVENIENCE**

Notwithstanding anything contained in the Contract, the Employer may, by 30 (Thirty) days written notice, terminate the Contract in whole or in part. In addition to the payment mentioned at clause 2.11, the Service Provider shall be compensated for de-mobilization and other costs incurred at mutually negotiated terms.

In case of such termination, the obligation of the Employer to pay, shall be limited to the extent of work/job completed by the Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract.

Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

**2.11 AMOUNT PAYABLE IN CASE OF TERMINATION:**

2.11.1 In all cases of termination herein set forth, the obligation of the Employer to pay, shall be limited to the extent of service rendered by Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

**2.12 EMPLOYER NOT BOUND BY PERSONAL REPRESENTATIONS:**

2.12.1 The Service Provider shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

**2.13 FORCE MAJEURE:**

2.13.1 In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be



suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeures" as employed herein shall include:

- (a) Act of terrorism;
- (b) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
- (c) Ionizing radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- (d) Epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- (e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works/Services are performed, and which affect an essential portion of the Works/Services but excluding any industrial dispute which is specific to the performance of the Works/Services or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event

#### 2.13.2 Notification of Force Majeure

The affected party shall notify within 10 (ten) days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the affected party from, or delaying the affected party in performing its obligations under the Contract.

#### 2.13.3 Right of either party to terminate

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty) days or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other party. Further, the Service Provider shall with all reasonable diligence remove from the Site all the Service Provider's equipment and shall give similar facilities to his Sub Service Provider to do so.

#### 2.13.4 Payment in case of termination due to Force Majeure

The Contract Price attributable to the Works/Services performed till the date of the commencement of the relevant event of Force Majeure with effective recovery/retention shall be payable to Service Provider.

The Service Provider has no entitlement and Employer has no liability for:

- a) Any costs, losses, expenses, damages or the payment of any part of the Total Contract Price during an event of Force Majeure; and
- b) Any delay costs in any way incurred by the Service Provider due to an event of Force Majeure.

2.13.5 Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.

2.13.6 Outbreak of War:

If during the currency of the Contract there shall be an outbreak of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the Work, the Service Provider shall unless and until the Contract is terminated under the provisions in this clause continue to use his best endeavor to complete the execution of the Work/Services, provided always that the Employer shall be entitled, at any time after such outbreak of war to terminate or re-negotiate the Contract by giving notice in writing to the Service Provider and upon such notice being given the Contract shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

**2.14 PRICE REDUCTION SCHEDULE:**

2.14.1 Time is the essence of the Contract. In case the Service Provider fails to mobilize / deploy the required manpower and the complete equipments so as to commence the Services within Mobilization Period and complete the Services within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 2.13 herein above or due to Employer's defaults, the total Value of Contract shall be reduced by ½ (half) % of the total Value of Contract per complete week of delay or part thereof subject to a maximum of 5 (five) % of the total Value of Contract, by way of reduction in price for delay and not as penalty.

The Employer shall be at liberty to adjust or deduct the said amount from amount due to the Service Provider / it's Performance Security payable on demand.

The decision of the EIC with respect to applicability of Price Reduction Schedule shall be final and binding on the Service Provider.

2.14.2 The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered by the Employer on account of delay on the part of the Service Provider and the said amount will be adjusted for the amount payable to the Service Provider, without there being any proof of the actual loss or damages having been caused by such delay/breach.

2.14.3 The Price Reduction will be calculated on the basis of total Value of Contract / executed Value of Contract (as the case may be) excluding taxes and duties where such taxes and duties have been shown separately in the Contract.

2.14.4 As mentioned above, in case of delay in execution of Contract, Service Provider will raise invoice for reduced value as per Price Reduction Clause. If Service Provider has raised the invoice for full value, then Service Provider will issue Credit Note towards the applicable Price Reduction Schedule amount.

In case Service Provider fails to submit the invoice for reduced value or does not issue credit note as mentioned above, AGCL will release the payment to Service Provider after affecting the Price Reduction Schedule clause.

In the event any financial implication arises on AGCL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of Service Provider

## **2.15 ASSIGNMENT/SUBLET:**

2.15.1 The Service Provider shall not, save with previous written consent of the Engineer-in-charge, sublet, transfer or assign the Contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Contract.

2.15.2 The basic scope of Services cannot be sublet. However, on specific request of the Service Provider and subject to written consent of Employer, the Service Provider may sublet allied/incidental jobs related to the Services. Such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Contract and Service Provider shall be fully responsible for the Services hereunder and the execution and performance of the Contract.

2.15.3 Sub-letting of whole Contract is prohibited. An undertaking to this effect will be given by Service Provider along with each invoice/ bill.

## **2.16 LIENS:**

2.16.1 If, at any time there should be evidence of any lien or claim for which the Employer might have become liable and which is chargeable to the Service Provider, the Employer shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Employer against such lien or claim and if such lien or claim be valid, the Employer may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Service Provider. If any lien or claim remain unsettled after all payments are made, the Service Provider shall refund or pay to the Employer all money that the latter may be

compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

- 2.16.2 The Employer shall have lien on all materials, equipments including those brought by the Service Provider for the purpose of providing service.
- 2.16.3 The final payment shall not become due until the Service Provider delivers to the EIC a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the Service Provider in a form approved by EIC that all invoices for labor, materials, services have been paid in lien thereof and if required by the EIC in any case an affidavit that so far as the Service Provider has knowledge or information the releases and receipts include all the labor and material for which a lien could be filled.
- 2.16.4 Service Provider will indemnify and hold the Employer harmless, for a period of two years after the issue of Completion/Execution Certificate, from all liens and other encumbrances against the Employer on account of debts or claims alleged to be due from the Service Provider or his Sub-Service Provider to any person and on behalf of Employer, the Service Provider will defend at his own expense, any claim or litigation brought against the Employer or the Service Provider including Sub-Service Provider in connection therewith. Service Provider shall defend or contest at his own expense, any fresh claim or litigation against the Employer by any person including his Sub-Service Provider, till its satisfactory settlement even after the expiry of two years from the date of issue of Completion/Execution Certificate.

## **2.17 DELAYS BY EMPLOYER OR HIS AUTHORISED REPRESENTATIVE:**

- 2.17.1 In case the Service Provider's performance is delayed due to any act or omission on the part of the Employer or his authorized Representative, then the Service Provider shall be given due extension of time for the completion of the Service, to the extent such omission on the part of the Employer has caused delay in the Service Provider's performance of his Services.
- 2.17.2 No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document, where the Employer reserves the right to seek indulgence of Service Provider to maintain the agreed Time Schedule of Completion. In such an event the Service Provider shall be obliged to provide Service for additional time beyond stipulated time including Off-days / Holidays or by enhancing resources to achieve the completion date/interim targets.

## **2.18 NO WAIVER OF RIGHTS:**

2.18.1 None of the terms and conditions of this Contract shall be deemed waived by either party unless such waiver is executed in writing by the duly authorized representative of both the parties.

**2.19 LANGUAGE AND MEASURES:**

2.19.1 All documents pertaining to the Contract including Specifications, Schedules, and Notices, Correspondence, operating and maintenance Instructions or any other writing shall be written in English language. The Metric System of measurement shall be used in the Contract unless otherwise specified.

**2.20 RELEASE OF INFORMATION:**

2.20.1 The Service Provider shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Service under this Contract or description of the site dimensions, quantity, quality or other information concerning the Service unless prior written permission has been obtained from the Employer.

**2.21 COMPLETION PERIOD, CONTRACT PERIOD AND COMPLETION OF CONTRACT:**

2.21.1 The Completion Period of Service and Contract Period shall be as mentioned in Special Conditions of Contract.

2.21.2 Unless terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed at the expiration of the Defect Liability Period as provided for under the Contract.

**SECTION - III**

**3.0 PERFORMANCE OF SERVICE**

**3.1 EXECUTION OF SERVICES:**

3.1.1 All Services shall be provided in strict conformity with the provisions of the Contract Documents and with such explanatory detailed specification and instruction as may be furnished from time to time to the Service Provider by EIC. The Service Provider shall undertake to perform all Services under this Contract with all reasonable skill, diligence and care in accordance with sound industry practice or international / national standards, wherever applicable (as the case may be) to the satisfaction of the Employer and accept full responsibility for the satisfactory quality of such services as performed by them.

### **3.2 DEFECTS LIABILITY PERIOD:**

- 3.2.1 The Service Provider unless otherwise specified elsewhere in the tender document shall guarantee the installation/Service for a period of 12 months from the date of completion of Service mentioned in the Completion Certificate issued by the EIC. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the Service Provider at his own expense as deemed necessary by the EIC. In case of default, the EIC may carry out such services by other service provider(s) and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 15% towards overheads from any sums that may then be or at any time thereafter, become due to the Service Provider or from his Performance Security, or the proceeds of sale thereof or a sufficient part on thereof. The decision of EIC in this regard shall be final and binding.
- 3.2.2 If the Service Provider feels that any variation in Service or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall bring this to the notice of the EIC in writing. If during the period of liability any portion of the Service/Equipment, is found defective and is rectified/ replaced, the period of liability of 12 months for such equipment/ portion of Service shall be operative from the date such rectification/ replacement are carried out and Performance Guarantee shall be furnished separately for the extended period of liability for that portion of Service/ Equipment only. However, in no such case extension will exceed 24 months from the date of initial DLP. Notwithstanding the above provisions the supplier's, guarantees/warrantees for the replaced/rectified Equipment/Service shall also be passed on to the Employer.

### **3.3 ACTION AND COMPENSATION IN CASE OF POOR SERVICE:**

- 3.3.1 If it shall appear to the EIC that any service has been rendered with unsound, imperfect or unskilled way, or with materials /manpower of any inferior description, or that any materials / manpower provided by the Service Provider for the execution of the Service are unsound, or of a quality inferior to that Contracted for, or otherwise not in accordance with the Contract, the Service Provider shall on demand in writing from the EIC or his authorized representative specifying the Service, materials or manpower complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify the service so specified and at his own cost and in the event of failure to do so within the period specified by the EIC in his demand aforesaid, the Service Provider shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole Service, for every week limited to a maximum of 10% (ten percent) of the value of the whole Service, in event of his failure to do so the EIC may on expiry of notice period rectify/re-execute the Service as the case may be at the risk and

expense in all respects of the Service Provider or may terminate the contract due to non-performance. The decision of the EIC as to any question arising under this clause shall be final and conclusive.

### **3.4 FINAL DECISION & FINAL CERTIFICATE:**

3.4.1 Upon expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the Service Provider has in all respect duly made-up any shortfall and performed all his obligations under the Contract, the Engineer-in- Charge shall (without prejudice to the rights of the Employer to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the Final Certificate to that effect. The Service Provider shall not be considered to have fulfilled the whole of his obligations under Contract until Final Certificate shall have been given by the Engineer-In- Charge.

### **3.5 LIMITATION OF LIABILITY**

3.5.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Service Provider to Employer under the Contract shall not exceed the Total Contract Value, except that this clause shall not limit the liability of the Service Provider for following:

- (a) In the event of breach of any Applicable Law;
- (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross Negligence of the Service Provider or any person acting on behalf of the Service Provider; or
- (c) In the event of acts or omissions of the Service Provider which are contrary to the most elementary rules of diligence which a conscientious Service Provider would have followed in similar circumstances; or
- (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- (e) For any damage to any third party, including death or injury of any third party caused by the Service Provider or any person or firm acting on behalf of the Service Provider in executing the Works/Services.

However, neither party shall be liable to the other Party for any indirect or consequential loss or damage like loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

### **3.6 INDEMNITY:**

3.6.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the Employer, for the failure, omission or neglect on the part of the Service Provider to perform any acts, matters, covenants or things under the Contract, or damage or injury caused by the alleged omission or negligence on the part of the Service Provider, his agents, representatives or his Sub- Service Provider's, or

in connection with any claim based on lawful demands of Sub-Service Provider's servicemen suppliers or employees, the Service Provider, shall in such cases indemnify and keep the Employer and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

## **SECTION – IV**

### **4.0 PAYMENT, INSURANCE AND TAXES**

#### **4.1 DEDUCTION FROM THE CONTRACT PRICE:**

4.1.1 All costs, damages or expenses which Employer may have paid or incurred, which under the provisions of the Contract, the Service Provider is liable to pay to the Employer. All such claims shall be claimed by the Employer from the Service Provider regularly as and when they fall due. Such claims shall be paid by the Service Provider within 15 (fifteen) days of the receipt of the corresponding bills/ claims and if not paid by the Service Provider within the said period, the Employer may, then, deduct the amount from any immediate moneys due to the Service Provider like R.A Bills, Final Bills, Contract Performance Security or any payment becoming due to the Service Provider under the Contract or may be recovered by actions of law or otherwise, if the Service Provider fails to satisfy the Employer of such claims.

#### **4.2 SCHEDULE OF RATES AND PAYMENTS:**

##### **4.2.1 SERVICE PROVIDER'S REMUNERATION:**

The price to be paid by the Employer to Service Provider for the whole of the Service to be done and for the performance of all the obligations undertaken by the Service Provider under the Contract Documents shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the Services actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (except only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the Service Provider under the Contract and no further or other payment whatsoever shall be or become due or payable to the Service Provider under the Contract.

##### **4.2.2 SCHEDULE OF RATES TO BE INCLUSIVE:**

The prices/rates quoted by the Service Provider shall remain firm till the issue of Final Certificate and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in rendering the services to the Employer by the Service Provider. The Service Provider shall be deemed to have known the nature, scope, magnitude and



the extent of the service though the Contract Document may not fully and precisely furnish/specify them. The Tenderer shall be deemed to include the requisite services as may be required to complete the Services properly including remedying of any defect therein.

#### 4.2.3 SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.:

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary work (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores & appliances and such other items / equipments / materials as required for carrying out the services by the Service Provider and all other matters in connection with each item in the Schedule of Rates and the execution of the Service or any portion thereof finished, complete in every respect and maintained as shown or described in the Contract Documents or as may be ordered in writing during the continuance of the Contract.

#### 4.2.4 SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS:

The Schedule of Rates (i.e., Value of Contract) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the Service, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the Service and shall include an indemnity to the Employer which the Service Provider hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use in the Service of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use for Services shall be borne by the Service Provider.

#### 4.2.5 SCHEDULE OF RATES TO COVER TAXES AND DUTIES:

No exemption or reduction of Customs Duties, GST, Works Contract Tax or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), entry tax, whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates, unless mentioned specifically elsewhere in the Tender Document. The Service Provider shall also obtain and pay for all permits/licenses or other privileges necessary to complete the Service.

#### 4.2.6 SCHEDULE OF RATES TO COVER RISKS OF DELAY:

The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the Service Provider's conduct/performance of Services which occurs from any causes including orders of the Employer in the exercise of his

power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

**4.2.7 SCHEDULE OF RATES CANNOT BE ALTERED:**

For Service under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of services or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the Service Provider and agreed to by the Employer and cannot be altered. For lumpsum Contracts, the payment will be made according to the Service actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of Service provided and preparing running account bill. Payment for any additional Service which is not covered in the Schedule of Rates shall only be released on issuance of Amendment to LOA/Contract by the Employer.

**4.3 INSURANCE:**

4.3.1 Service Provider shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the Service Provider under this Contract in respect of its personnel deputed under this Contract as well as Service Provider's equipment, tools and any other belongings of the Service Provider or their personnel during the entire period of their engagement in connection with this Contract. Employer will have no liability on this account. The Personnel covered must be covered to meet the liability under Employee Compensation Act.

4.3.2 The provisions of this Clause shall in no way limit the liability of the Service Provider under the Contract.

**4.3.3 INSURANCE TYPES:**

Service Provider shall at all time during the currency of the Contract provide, pay for and maintain the following insurance amongst others:

a. Employee Compensation and Employer's common law liability insurance covering liability to employees of the Service Provider under the laws of their place or employment or place or injury, arising out of injury sustained in connection with any of the services. This insurance will be extended where submitted by law, to indemnify the Employer against any statutory liability which it may incur towards injured employees of the Service Provider. A proof of the same should be submitted to EIC for liability in line with Employees Compensation Act.

b. General Public 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 Service Provider required to fulfill the provisions under this Contract.

c. Service Provider's Equipment/Materials/Goods used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).

d. 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.

e. Public Liability Insurance as required under Public Liability Insurance Act 1991.

4.3.4 Service Provider shall obtain additional insurance or revise the limits of existing insurance as per Employer's request in which case additional cost shall be to Service Provider's account.

Further, the Service Provider shall ensure the adequacy of Insurance at all time in accordance with the nature of the Service(s), terms of the Contract and Statutory requirements.

4.3.5 **CERTIFICATE OF INSURANCE:**

Before commencing performance of the services, Service Provider shall on request furnish EIC/Employer with certificates of insurance indicating:

- i) Type and amounts of insurance as required herein;
- ii) Insurance company or companies carrying the aforesaid coverage;
- iii) Effective and expiry dates of policies;
- iv) That the Employer may give advance notice for any material change in the policy. waiver of subrogation endorsement has been attached to all policies; and
- v) The territorial limits of all policies.

4.3.6 If any of the above policies expire or are cancelled during the terms of the service, and Service Provider fails for any reason to renew such policies, the Employer may replace same and recover the charges towards premium plus administrative charges from Service Provider. Should there be a lapse in any insurance required to be carried out by the Service Provider hereunder for any reason, losses & penalty, if any resulting there from shall be to the sole account of the Service Provider.

4.3.7 Service Provider shall require all its Sub-Service Providers to provide such foregoing insurance cover as the Service Provider is obligated to provide under the Contract.

4.3.8 **WAIVER OF SUBROGATION:** All insurance policies of the Service Provider with respect to the operations conducted hereunder, shall be endorsed by the underwriter in accordance with the following policy wording: "The insurers hereby waive their rights of subrogation against any individual, Employer, affiliates or assignees for whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the Service Provider".

4.3.9 Deductible: That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the Service Provider.

#### **4.4 TAXES AND DUTIES:**

4.4.1 The Service Provider, unless specified otherwise elsewhere in the Contract agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including GST now or hereafter imposed, increased, modified from time to time in respect of Services and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Service Provider and the Service Provider shall be responsible for the compliance of all Sub-Service Providers, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. Service Provider further agrees to defend, indemnify and hold Employer harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Service Provider or Sub- Sub-Service Provider of such laws, suits or proceedings that may be brought against the Employer arising under, growing out of, or by reason of the service provided for by this Contract, by third parties, or by Central or State Government authority or any administrative subdivision thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

4.4.2 Service Provider shall ensure timely submission of correct invoice(s) with all required supporting document(s) as per Contract within a period specified in Contracts to enable Employer to avail Input Tax Credit.

If Input Tax credit with respect to GST is not available to Employer for any reason which is not attributable to Employer, then Employer shall not be obligated or liable to pay or reimburse GST charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such GST together with all penalties and interest if any, against any amounts paid or payable by Employer to Service Provider.

4.4.3 Where Employer has the obligation to discharge tax liability under reverse charge mechanism and Employer has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per rules (as amended from time to time) for any reason which is not attributable to Employer or Input Tax credit with respect to such payments is not available to Employer for any reason which is not attributable to Employer, then Employer shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by Employer to Service Provider.

#### **4.5 INCOME TAX:**

4.5.1 Income Tax deduction shall be made from all payments of the Service Provider as per rules and regulation in force in accordance with the Income Tax Act prevailing from time to time. As per the provisions of the income Tax Act, 1961, Permanent Account No. (PAN) is compulsorily required to be mentioned in Tax Deduction at Source (TDS) certificate issued to the payee. Therefore, the bidder must submit the details of PAN / the copy of application filed for allotment of PAN (if PAN no. not available) to EIC immediately on receipt of FOA/Contract Document, failing which, TDS will be applied as per applicable law and TDS certificate will not be issued. Therefore, in case the Service Provider does not furnish PAN, EMPLOYER shall deduct at source as provided in the Income Tax Act 1961, or in the relevant Finance Act, or as directed in the orders u/s 195(3) or 197 or 195(2), as the case may be, or at such higher rate as may be required by Section 206AA of Income Tax Act 1961, from time to time.

#### **4.6 STATUTORY VARIATIONS:**

4.6.1 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Jobs/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the due date of submission of Bid for this Contract shall be to Service Provider's account. Any increase / decrease in such duties, taxes after the due date of submission of bid but within the Contractual completion date as stipulated in the Contract will be to the account of Employer subject to submission of documentary proof to the satisfaction of Employer.

4.6.2 Any increase in the duties and taxes after the Contractual completion period will be to the Service Provider's account, where delay in completion /mobilization period is attributable to the Service Provider and the taxes & duties are not cenvatable (i.e. Input Tax Credit (ITC) not available). In case of applicability of ITC cenvatable taxes & duties, payment shall be made as per the prevailing rates during the currency of the Contract. However, any benefit of decrease in duties and taxes after the Contractual completion will be passed on to the Employer.

4.6.3 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract but within the Contractual completion period (including extended period allowed due to reasons attributed to Employer) and which results in increased cost of the jobs/services under the Contract through increased liability of taxes, (other than personnel and Corporate taxes), duties, the Service Provider shall be indemnified for any such increased cost by the Employer subject to the production of documentary proof to the satisfaction of the Employer to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and

adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by Employer.

- 4.6.4 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract and which results in any decrease in the cost of the services/ jobs through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the Service Provider shall pass on the benefits of such reduced cost, taxes or duties to the Employer, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

## **SECTION – V**

### **5.0 LAWS, HEALTH, SAFETY & ENVIRONMENT**

#### **5.1 LABOUR LAWS:**

- i) No labor below the age of 18 (eighteen) years shall be employed on the Job.
- ii) The Service Provider shall not pay less than what is provided under law to laborers engaged by him on the Job.
- iii) The Service Provider shall at his expense comply with all labor laws and keep the Employer indemnified in respect thereof.
- iv) The Service Provider shall pay equal wages for men and women in accordance with applicable labor laws.
- v) If the Service Provider is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Job under the Contract. Such fee/deposit shall be borne by the Service Provider.
- vi) The Service Provider shall employ labour in sufficient numbers either directly or through Sub- Service Provider's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract while also ensuring that workman is not stressed due to long hour of working and to the satisfaction of the EIC.
- vii) The Service Provider shall furnish to the EIC the distribution return of the number and description, by trades of the service people employed on the services. The Service

Provider shall also submit on the 4th and 19th of every month to the EIC a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.

viii) The Service Provider shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948, Employers Liability Act 1938, Servicemen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

ix) The EIC shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the Service Provider any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

x) The Service Provider shall indemnify the Employer against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his Sub-Service Provider's. In the event of the Service Provider committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the Service Provider shall without prejudice to any other liability pay to the Employer a sum not exceeding Rs.10000.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the EIC and in the event of the Service Provider's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.5000.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the Services put to the Contract. The EIC shall deduct such amount from bills or Performance Security of the Service Provider and credit the same to the Welfare Fund constitute under these acts. The decision of the EIC in this respect shall be final and binding.

## **5.2 SAFETY REGULATIONS:**

- 5.2.1 In respect of all labour, directly employed in the Service for the performance of Service Provider's part of this agreement, the Service Provider shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.
- 5.2.2 The Service Provider shall observe and abide by all fire and safety regulations of the Employer. Before starting service, Service Provider shall consult with Employer's safety Engineers or EIC and must make good to the satisfaction of the Employer any loss or damage due to fire to any portion of the service done or to be done under this agreement or to any of the Employer's existing property.

## **5.3 FIRST AID AND INDUSTRIAL INJURIES:**

- 5.3.1 Service Provider shall maintain first aid facilities for its employees and those of its Sub-Service Provider.
- 5.3.2 Service Provider shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Employer prior to start and their telephone numbers shall be prominently posted in Service Provider's field office.
- 5.3.3 All critical industrial injuries shall be reported promptly to Employer, and a copy of Service Provider's report covering each personal injury requiring the attention of a physician shall be furnished to the Employer

## **5.4 GENERAL RULES:**

- 5.4.1 Smoking within the battery area, or any such area identified by EIC or mentioned in SCC or any guideline, is strictly prohibited. Violators of the no smoking rules shall be discharged immediately after imposing the applicable penalty (ies). Decision of EIC in the matter shall be final and binding on the Service Provider.

## **5.5 CARE IN HANDLING INFLAMMABLE GAS:**

- 5.5.1 The Service Provider has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the Employer.



## **5.6 PRESERVATION OF PLACE:**

5.6.1 The Service Provider shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his worker / personnel employed for the services and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the Site. In the event of the Employer requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of services, the expenses thereof shall be borne by the Service Provider and if paid by the Employer shall be recoverable from the Service Provider.

## **5.7 ENVIRONMENT:**

5.7.1 Employer acknowledges their commitment to conduct their respective operations in a manner which not only complies with all relevant environmental protection and pollution control legislation but also such operations do not cause environmental damage or pollution and in a manner which acknowledges other cultural and associated considerations. In recognition of this commitment, the Service Provider shall perform the services in such a way as to avoid or minimize environmental damage or pollution and fully recognize the special aspects of the environment as communicated by Employer or as applicable. Service Provider shall comply with, and the Service Provider shall ensure compliance with all applicable environmental protection and pollution control legislation as it relates to the services.

5.7.2 In the furtherance of any laws, regulations and rules promulgated by the Government of India, Service Provider shall:

- Employ good international oil & gas industry practices, including as required, advanced techniques, practices and methods of operation for the prevention of environmental damage in conducting the job;

- Take necessary and adequate steps to prevent environmental damage and, where some adverse impact on the environment is unavoidable, minimize such damage and the consequential effects thereof of property and people; and

- Adhere to the guidelines, limitations or restrictions, if any, imposed by the environmental clearance as applicable.

5.7.3 If during the Service Provider's performance of the services, the Employer is of the opinion that the Service Provider is either not conducting the services in strict compliance with this Contract or is conducting the services in such a way as to endanger the environment or in such a way as to risk being in breach of any environmental protection or pollution control legislation, then the Employer shall notify the Service Provider in writing of the conduct involved and the Service Provider shall initiate corrective action to the reasonable satisfaction of the Employer within twenty four (24) hours of the conduct

so notified or as decided by EIC. Employer may, require Service Provider to discontinue the Service in whole or in part until Service Provider has taken such action.

- 5.7.4 The Service Provider shall notify the Employer as soon as reasonably practicable of any spillage or potential spillage of petroleum or any act of pollution or potentially polluting event. For each and any such event the Service Provider shall record the relevant information on the incident report form and shall deliver the completed form to the Employer forthwith.
- 5.7.5 After completion of the entire job as per this Contract and prior to Demobilization, Service Provider shall at its expense satisfactorily dispose off all rubbish, remove all temporary work, equipment and materials belonging to Service Provider and return to Employer warehouse all surplus spares and salvageable Employer supplied materials. Further, the Service Provider can take away the brought out Service Provider supplied surplus Material (i.e. Materials brought by the Service Provider for work/Services at site under Contract, not used by them for work/Services and leftover at the Site) subject to prior written consent of the EIC. The payment made, if any, towards such surplus Material will be recovered from the payment of Service Provider.

Service Provider shall leave the premises in a neat and safe condition. Service Provider shall be required to leave all, sites and surrounding area as it existed at the commencement of Contract.

5.7.6 Service Provider shall:

Ensure that the pertinent completed environmental impact studies including the Rapid Environmental Impact Assessment carried out by Employer are made available to its Personnel and to its Sub-Service Providers to develop adequate and proper awareness of the measures and methods of environmental protection to be used in carrying out the job; Ensure and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the EIC, for the protection of the Services or for the safety and convenience of the public or others.

Ensure that the Contracts entered into between Service Provider and its Sub Service Providers (if allowed) relating to the Services shall include the provisions stipulated herein;

- be responsible for the removal from the Site or for otherwise making safe in accordance with applicable Indian laws and directives any materials generated or released by Service Provider during its activities at the Site which are toxic or similarly hazardous to the health or safety of persons or to the environment;

- be liable for and shall indemnify, protect, defend and hold harmless Employer from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments incurred in connection therewith (including

court costs and attorney's fees incurred by Employer) arising out of such toxic or hazardous materials for which the Service Provider is responsible pursuant to this Clause.

## **SECTION – VI**

### **6.0 DISPUTE RESOLUTION AND ARBITRATION:**

#### **6.1 DISPUTE RESOLUTION:**

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.

#### **6.2 ARBITRATION:**

6.2.1 If the issues/disputes which cannot be resolved through dispute resolution mechanism pursuant to clause no. 6.1, all disputes such shall be referred to arbitration by Sole Arbitrator. The Employer shall suggest a panel of three independent and distinguished persons to the /Service Provider to select any one among them to act as the Sole Arbitrator. In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the Employer shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties. The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and seat/venue shall be **Dibrugarh/Guwahati** India. Subject to the above, the provisions of Indian Arbitration & Conciliation Act 1996 and the Rules and amendment thereof shall be applicable. All matter relating to this Contract are subject to the exclusive jurisdiction of the court situated in the state of Assam.

#### **6.3 JURISDICTION:**

6.3.1 The Contract shall be governed by and constructed according to the laws in force in India. The Service Provider hereby submits to the jurisdiction of the Courts situated at **Dibrugarh** only for the purposes of disputes, actions and proceedings arising out of the Contract and it is agreed that the Courts at **Dibrugarh** only will have the exclusive jurisdiction to hear and decide such disputes, actions and proceedings.

**6.4 CONTINUANCE OF THE CONTRACT:**

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the Services in accordance with the provisions under this Contract.

# **PROFORMAS & FORMAT**

**LIST OF PROFORMAS & FORMAT**

P-1	BIDDER'S GENERAL INFORMATION
P-2	BID FORM
P-3	LIST OF ENCLOSURES
P-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
P-5	LETTER OF AUTHORITY
P-6	NO DEVIATION CONFIRMATION
P-7	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
P-8	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
P-9	AGREED TERMS & CONDITIONS
P-10	UNDERTAKING ON LETTERHEAD
P-11	BIDDER'S EXPERIENCE
P-12	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

**P1**

**BIDDER'S GENERAL INFORMATION**

To,  
M/s Assam Gas Company LIMITED

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TENDER NO:

1	Bidder Name	
2	Status of Firm	Proprietorship      Firm/Partnership      firm/ Limited/Others  If Others Specify: _____  [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office:  *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City:  District:  State:  PIN/ZIP:
6	Bidder's address where order/contract is to be placed	City:  District:  State:  PIN/ZIP:
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no. (In case supply of Goods/ Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	City:  District:  State:  PIN/ZIP:  GST No.:

8	Telephone Number of address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	
14	Banker's Name	
15	Branch	
16	Bank account number	
17	PAN No.	[Enclose copy of PAN Card]
18	GST No. (refer sl. no. 8 above)	[Enclose copy of GST Certificate]
19	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
20	ESI code No.	[Enclose copy of relevant document]
21	Whether Micro/Small/Medium Enterprise	(Bidder to submit documents as specified in ITB)
22	Type of Entity	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Note: \* AGCL intent to place the order/contract directly on the address from where Goods are produced/dispatched and Services are rendered. In case, bidder wants order/ contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed

Place:  
Date:

[Signature of Authorized Signatory of Bidder]  
Name:  
Designation:  
Seal:



**P-2**  
**BID FORM**

To,  
M/s Assam Gas Company LIMITED

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SUB:  
TENDER NO:

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of  
“\_\_\_\_\_ including  
"Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of  
Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is hereby duly acknowledged,  
we, the undersigned, are pleased to offer to execute the whole part of the job and in conformity with the  
said Bid Documents, including Addenda / Corrigenda Nos. \_\_\_\_\_.

We confirm that this Bid is valid for a period as specified in IFB from the date of opening of "Techno-  
Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time  
before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" equal to  
"\_\_\_\_\_ of the Contract Price" or as mentioned in Tender Document for the due performance  
within "thirty [30] days" of such Award.

Until a final Agreement/Letter of Award is prepared and executed, the tender document (including  
addenda/ corrigenda) together with the "Notification of Award" shall constitute a binding Agreement  
between us.

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in  
Bidding Documents but may be inferred to be included to meet the intend of the Bidding Documents  
shall be deemed to be mentioned in Bidding Documents unless otherwise specifically excluded and we  
confirm to perform for fulfillment of Agreement and completeness of the Work in all respects within the  
time frame and agreed price.

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

Place:  
Date:

[Signature of Authorized Signatory of Bidder]  
Name:  
Designation:  
Seal:

**P-3**

**LIST OF ENCLOSURES**

To,  
M/s Assam Gas Company LIMITED

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SUB:  
TENDER NO:

**Dear Sir,**

We are enclosing the following documents as part of the bid:

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format P-12
3. Document showing Financial Situation Information as sought in enclosed format P-12
4. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
5. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria.
6. Bid Security/EMD\*
7. Duly certified document from chartered accountant.

Note:

\* In case of e-bidding the bidder has the option to submit specified documents in physical form on/before the bid due date or within seven days from the bid opening date. However, scanned copy of these (same) documents must be submitted on-line as part of e-bid before the bid due date/time.

Place:  
Date:

[Signature of Authorized Signatory of Bidder]  
Name:  
Designation:  
Seal:

P-4

**PROFORMA OF "BANK GUARANTEE"**  
**FOR "EARNEST MONEY / BID SECURITY"**

(To be stamped in accordance with the Stamp Act)

**Ref.....**

**Bank Guarantee No.....**

**Date.....**

To,  
M/s Assam Gas Company LIMITED

SUB:  
TENDER NO:

**Dear Sir(s),**

In accordance with Letter Inviting Tender under your reference No \_\_\_\_\_ M/s.  
\_\_\_\_\_ having their Registered / Head Office at \_\_\_\_\_ (hereinafter called the  
Tenderer), wish to participate in the said tender for

As an irrevocable Bank Guarantee against Earnest Money for the amount of \_\_\_\_\_ is  
required to be submitted by the Tenderer as a condition precedent for participation in the said  
tender which amount is liable to be forfeited on the happening of any contingencies mentioned  
in the Tender Document.

We, the \_\_\_\_\_ Bank at \_\_\_\_\_  
having our Head Office \_\_\_\_\_  
(Local Address) guarantee and undertake to pay immediately on demand without any recourse  
to the tenderers by AGCL Ltd., the amount \_\_\_\_\_  
without any reservation, protest, demur and recourse. Any such demand made by AGCL, shall  
be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_ [this date should  
be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is  
required, the same shall be extended to such required period on receiving instructions from M/s.  
\_\_\_\_\_ whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

WITNESS:  
(SIGNATURE)  
(NAME)

(SIGNATURE)  
(NAME)  
Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per  
Power of Attorney No. \_\_\_\_\_  
Date: \_\_\_\_\_

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**INSTRUCTIONS FOR FURNISHING "BID SECURITY / EARNEST MONEY" BY "BANK GUARANTEE"**

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.

**P-5**

**LETTER OF AUTHORITY**

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref: Date:

To,

M/s Assam Gas Company LIMITED

SUB:

TENDER NO:

**Dear Sir,**

I/We, \_\_\_\_\_ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

[1] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

[2] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

We confirm that we shall be bound by all commitments made by aforementioned authorized representative(s).

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to AGCL.

**P-6**

**"NO DEVIATION" CONFIRMATION**

To,  
M/s Assam Gas Company LIMITED

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SUB:  
TENDER NO:

**Dear Sir,**

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:  
Date:

[Signature of Authorized Signatory of Bidder]  
Name:  
Designation:  
Seal:

**P-7**

**DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP**

To,  
M/s Assam Gas Company LIMITED

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SUB:  
TENDER NO:

**Dear Sir,**

We hereby confirm that we are not on 'Holiday' by AGCL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of AGCL or the Ministry of Petroleum and Natural Gas.

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

In case it comes to the notice of AGCL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to AGCL by us.

Place:  
Date:

[Signature of Authorized Signatory of Bidder]  
Name:  
Designation:  
Seal:

**PROFORMA OF "BANK GUARANTEE" FOR " PERFORMANCE SECURITY "**

**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

To,  
M/s Assam Gas Company LIMITED

Dear Sir(s),

M/s. \_\_\_\_\_ having registered office at \_\_\_\_\_ (herein after called the "contractor/supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of \_\_\_\_\_ vide PO/LOA /FOA No. \_\_\_\_\_ dated \_\_\_\_\_ for Assam Gas Company Limited having registered office at Duliajan, Dibrugarh, Assam (herein after called the "AGCL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify Assam Gas Company LIMITED, in case of default.

The said M/s. \_\_\_\_\_ has approached us and at their request and in consideration of the premises we having our office at \_\_\_\_\_ have agreed to give such guarantee as hereinafter mentioned.

1. We \_\_\_\_\_ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. \_\_\_\_\_ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to ASSAM GAS COMPANY LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to AGCL in such manner as AGCL may direct the said amount of Rupees \_\_\_\_\_ only or such portion thereof not exceeding the said sum as you may require from time to time.



2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. \_\_\_\_\_ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. \_\_\_\_\_ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. \_\_\_\_\_ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto \_\_\_\_\_ (this date should be 90 days after the expiry of defect liability period/ Guarantee period). The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by AGCL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by AGCL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. \_\_\_\_\_ (contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that AGCL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the

supplier/contractor and notwithstanding any security or other guarantee that AGCL may have in relation to the supplier's/contractor's liabilities.

7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by AGCL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Dibrugarh.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of \_\_\_\_\_ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated \_\_\_\_\_ granted to him by the Bank.

Yours faithfully,

\_\_\_\_\_  
Bank by its Constituted Attorney

Signature of a person duly  
Authorized to sign on  
behalf of the bank

**INSTRUCTIONS FOR FURNISHING**

**"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"**

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence.

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**AGREED TERMS & CONDITIONS**

To,  
M/s Assam Gas Company LIMITED

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SUB:  
TENDER NO:

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

SL.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4.	Rate of applicable <b>GST (CGST &amp; SGST/ UTGST or IGST )</b>	CGST: ..... % Plus SGST/UTGST..... % Total: .....% Or IGST: ..... %
4.1	Whether in the instant tender services/works are covered in reverse charge rule of <b>GST (CGST &amp; SGST/UTGST or IGST)</b>	Yes/ No In case of Yes, please specify <b>GST (CGST &amp; SGST/UTGST or IGST)</b> payable by: AGCL: ..... % Bidder: .....%
4.2	Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)	
4.3	We hereby confirm that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act.	
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Performance Security will be furnished as per Bid Document.	

7.	Confirm that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections).	
11.	Confirm your offer is valid for period specified in IFB from due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB	
14.	Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ AGCL or his relative is not a partner.	
15.	All correspondence must be in ENGLISH language only.	
16.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

Place:  
Date:

[Signature of Authorized Signatory of Bidder]  
Name:  
Designation:  
Seal:

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**UNDERTAKING ON LETTERHEAD**

To,  
M/s Assam Gas Company LIMITED

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SUB:  
TENDER NO:

Dear Sir,

We hereby confirm that “The contents of this Tender Document No. \_\_\_\_\_ have not been modified or altered by M/s. ....( Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by M/s.....(Name of the bidder) shall be liable for rejection”.

Place:  
Date:

[Signature of Authorized Signatory of Bidder]  
Name:  
Designation:  
Seal:

**P-11**

**BIDDER'S EXPERIENCE**

To,  
M/s Assam Gas Company LIMITED

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SUB:  
TENDER NO:

Sl. No	Description of the Services	LOA /W O No. and date	Full Postal Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Value of Contract/Order ( <i>Specify Currency Amount</i> )	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Place:  
Date:

[Signature of Authorized Signatory of Bidder]  
Name:  
Designation:  
Seal:

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**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC  
ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER**

We have verified the Audited Financial Statements and other relevant records of M/s..... (Name of the bidder) and certify the following:

**A. AUDITED ANNUAL TURNOVER\* OF LAST 3 YEARS:**

Year	Amount (Currency)
Year 1 :	
Year 2 :	
Year 3 :	

**B. NETWORTH\* AS PER LAST AUDITED FINANCIAL STATEMENT:**

Description	Year_____
	Amount (Currency)
1. Net Worth	

**C. WORKING CAPITAL\* AS PER LAST AUDITED FINANCIAL STATEMENT:**

Description	Year_____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	

***\*Refer Instructions***

**Note: It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]**

Name of Audit Firm:  
Chartered Accountant/CPA  
Date:

[Signature of Authorized Signatory]  
Name:  
Designation:  
Seal:  
Membership No.:



**Instructions:**

- 1) The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
- 2) The financial year would be the same as one normally followed by the bidder for its Annual Report.
- 3) The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.
- 4) For the purpose of this Tender document:
  - a) **Annual Turnover** shall be “Sale Value/Operating Income”
  - b) **Working Capital** shall be “Current Assets less Current liabilities” and
  - c) **Net Worth** shall be paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
- 5) **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
- 6) This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

**Section-V**  
**Special Conditions of Contract**  
**[SCC]**

## **SPECIAL CONDITIONS OF CONTRACT(SCC)**

Special conditions of contract shall be read in conjunction with the General Conditions of Contract, specification of Work and any other documents forming part of this CONTRACT wherever the context so requires. The same is enclosed along with the Tender Documents. Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so. Conditions of Contract unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Condition of Contract and shall to the extent of such repugnancy, or variations, prevail.

**NAME OF WORK: HIRING SERVICES FOR ASCERTAINING THE HEALTH & RESIDUAL LIFE ANALYSIS /FITNESS FOR SERVICE OF NATURAL GAS PIPINGS.**

**LOCATION OF SITE: ASSAM GAS COMPANY LIMITED, DULIAJAN GAS COMPRESSOR STATION, DULIAJAN, ASSAM – 786602**

Bidders are advised to visit and examine the site of work and its surrounding and obtain for him on his own responsibility all information that may be necessary for preparing of the bid and entering into the contract. The costs of visiting the site shall be at the bidders own expenses. No extra claim on account of non-familiarity of site conditions shall be entertained during or after execution of works.

### **1. DURATION /PERIOD OF CONTRACT:**

- a) The “Duration /Period of Contract” shall be “3 [three] months” which shall be reckoned from the date of issue of LOA/LOI, or as may be mentioned therein. The work shall be executed strictly as per Time Schedule as decided by Engineer-in-Charge.
- b) Job has to be completed in all respects as per scope of work and to the satisfaction of AGCL’s Engineer- In-Charge within least possible time.

### **2. PAYMENT TERMS AND CONDITONS:**

- a) 100% payments shall be released after completion of entire work and submission of final report to AGCL. No Advance payment is permissible.
- b) Payment shall be released within thirty [30] days of submission of Bills duly verified and certified by "EIC" and within 1 month for Final bill from the date of receipt of bill by EIC.
- c) AGCL shall be entitled to deduct Income Tax/Work contract Tax or any other applicable Tax at source from the payment made to the contractor against the running

bills in accordance with the relevant Indian Income Tax Laws or any other law as applicable from time to time. AGCL shall furnish necessary certificates of deduction of Income Tax/Works contract tax to the contractor as per provisions of the said Act.

**3. MOBILIZATION / DEMOBILIZATION:**

- 3.1 After the issue of LOI / LOA, Engineer-In-Charge (EIC) shall give written / email intimation 15 days prior to start the Work as per scheduled. The contractor has to mobilize his requisite Personnel / resources / tools & tackles sufficiently in order to undertake the work & Contractor has to report on site before or on the given date by EIC as per written communication.
- 3.2 All expenses towards mobilization at site and de-mobilization of equipment, workforce, material and clearing the site etc. shall be deemed to be included in the price quoted by the Contractor and no extra payment on such expenses shall be entertained by AGCL.
- 3.3 Mobilization period is 15 days after the issue of LOI / LOA for mobilizing with man, machine and required tools. However, job shall be completed within minimum possible time after receiving the clearance for job.
- 3.4 Work shall be performed in general shift i.e. from 07.15 to 16.00 hrs. However work may have to be carried out on Sundays & Holidays and extra hours, if required. Job being in plant area, hence all the safety precautions shall be taken by contractor during the execution of the work.
- 3.5 Contractor has to keep ready all the consumable material/tools tackles etc. as per scope of supply before start of work to the satisfaction of EIC.
- 3.6 The Contractor shall make his own arrangement for removal of old as well as unused material from work site to the place indicated by the "EIC", after completion of work.

**4. SUPERVISION OF WORK:**

Contractor or his authorized representative shall supervise the work, during the progress of the work and will be fully responsible for proper execution and safety of the workers and the work.

The contractor shall deploy qualified & experienced team in the field of NDT including exposure to piping NDT works. It is mandatory to depute one coordinator of ASNT Level –III at site for the said job. It is responsibility of coordinator to manage site activities while executing job at site, guide his personnel to carry out the work with proper safety and as per the instructions of the Engineer-In-Charge.

**5. SITE CLEANING:**

The contractor shall take care for cleaning of working site from time to time for easy access to work site and also from safety point of view. Working site should be always kept clean upto the entire satisfaction of EIC. Before handing over any work to owner the contractor in addition to other formalities to be observed as detailed in document shall

clear the site to the satisfaction of EIC. In case the contractor fails to clean the site, AGCL shall have the right to clear the same at the cost of the contractor including 30% supervision charges of AGCL.

**6. ADHERENCE TO SAFETY REGULATIONS:**

The contractor shall ensure that all safety instructions /regulations required to be observed at all times during the execution of the job are to be followed by his supervisors and workers. The contractor has to provide safety shoes, helmets and dungarees to the persons deployed by the contractor for the subject contract at his own cost.

**7. CARE OF WORK:**

From the commencement to completion of the work, the contractor shall take full responsibility for the care for all works including all temporary works and in case of damages, loss or injury, the total responsibility will lie upon the contractor.

**8. COMPLIANCE OF INSTRUCTIONS:**

Whenever the contractor fails to comply with the instructions of the Engineer-in-charge it shall be lawful for Engineer-in-charge to have work done through other contractor or departmentally. In case contractor fails to execute specified job in the time limit specified, AGCL reserves the right to execute such job through other agency at the risk and cost of the contractor and excess amount incurred by AGCL will be recovered from the payment of the contractor for such failure including 30% supervision charges of AGCL.

**9. PRICE REDUCTION CLAUSE:**

Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 2.13 of GCC or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand.

**10. PRE BID CONFERENCE / SITE VISIT:**

The bidders are advised to attend the pre bid conference on the stipulated date and time to obtain all information that may be necessary for preparing the bid and entering into a contract for the subject work. The cost of attending the pre bid conference shall be at the bidder's own expense. The bidder may conduct a site visit any working day prior to submission of bid.

**11. STATUTORY COMPLIANCE WITH LABOUR/INDUSTRIAL LAW:**

a) **Contractor must have ESI & PF code before commencement of the job.** The contractor shall obtain necessary insurance policy covering all risks such as accidents, injuries, death likely to be caused to workers or to third person including loss to the properties of Owner/AGCL or to some other agency and submit to Engineer-In-Charge the insurance copy as and when asked by Engineer-In-Charge. (b)The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examine his employees/Workers through a govt. doctor before deployment and thereafter arrange periodic medical checkup of his employees deployed under this contract. He should submit a copy of doctor's fitness certificate to the company for record purpose in respect of his employees.

b) No worker of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor shall have to change/replace him failing which AGCL may terminate the contract.

c) The contractor shall indemnify AGCL against all claims, demands, actions, cost and charges etc brought by any Court, Competent Authority/ Statutory Authorities against any act or acts of the contractor or his workers.

d) The contractor shall deploy the workers after verification of their character and antecedents. In case any worker(s) is found having criminal record, he shall have to be immediately replaced without assigning any reasons under intimation to Engineer-In-Charge.

e) The Contractor shall be required to maintain all the relevant registers/documents and also be responsible for required contributions in respect of his employees/firm, as is applicable under different labour Acts/legislations.

f) The contractor shall require obtaining Labour License from Regional Labour Commissioner (Central), Vadodara to start with the work, if applicable.

g) The contractor shall have a Provident Fund Code allotted to him by the Regional Provident Fund Commissioner and submit a monthly challan copy of PF deposited amount along with a list of his labors/workers to Engineer in charge.

h) The contractor shall require depositing with PF authorities the PF deductions of its workers well in time & submit a copy of challans to Owner/Engineer-In-Charge on monthly basis.

i) The contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th of the subsequent month. The contractor shall be directly responsible and indemnify the Company against all charges, dues, claims

etc. arising out of the disputes relating to the dues and employment of personnel deployed by him.

j) The contractor shall obtain registration under Inter State Migration Labour Act if he deploys and engages labors from outside Gujarat.

k) The contractor shall strictly comply with the various provision of Payment of Wages Act, 1936, Minimum Wages Act 1948, Contract Labour (Regulation & Abolition) Act, 1970, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Employees State Insurance (ESI) Act, 1948, The Inter State Migrant Workmen (Regulation of Employment & conditions of Service) Act, 1979, Building & other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 etc. and various other Labour legislatures as in existence (at present in India) and as amended & enforced from time to time.

l) The contractor shall ensure that he does not deploy any of his person below 18 years of age for carrying out the contractual obligations.

**12. QUANTITIES:**

The quantities mentioned in the Schedule of Rates (SOR) are indicative only. They may vary as per actual job requirement and shall be executed as per the instructions of the Engineer in Charge. AGCL reserves the right to revise/amend/add any conditions/clauses and other terms for speedy and timely execution of job by issuing the orders.

**13. EVALUATION OF BID:**

- a) Bidder has to quote as per the line item mentioned in the SOR (Schedule of Rates). Bid will be evaluated on the basis of overall lowest bid.
- b) Bidder has to accept and quote for all the items as per SOR else the offer will be rejected. The rates quoted by the bidder shall remain firm for any variation and will be inclusive of all taxes & duties. No escalation of whatsoever nature shall be paid to the contractor for the entire Contract Period.

**14. TERMINATION OF CONTRACT**

In case, the Contractor's performance is not found satisfactory as per the opinion of "EIC" at any point of time during the Contract, the Contract may be terminated by giving a fifteen [15] days' notice. Any loss incurred by the Owner / AGCL on this account shall be recovered from the Contractor. AGCL may engage another agency to complete pending jobs under this Contract at the risk and cost of the Contractor. If it is observed that work cannot be completed within the stipulated time, AGCL may get the work done through other agency(s) at the risk and cost of the Contractor.

**15. ENGINEER-IN-CHARGE [EIC]**

**15.1** The "EIC" shall look after general supervision and directions of the work. He will be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the Contract. He shall also have authority to reject all works, which do not conform to the specifications.

**15.2** The "EIC" reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account shall be entertained. In case of any dispute, the Contractor may appeal to the "EIC" whose decision shall be final.

**15.3** The decision of "EIC" for determining the category of work with reference to material of an item not mentioned in the "Scope of Work & Technical Specifications" and/or "SOR" shall be final and binding on the Contractor.

**16. MEASUREMENT:**

Measurement of works will be based on the actual work done basis as per SOR. Measurement will be made in the units indicated in schedule of rates. Jobs performed against any SOR item will be deemed for completion only upon completing the job in all aspects in totality and to the satisfaction of AGCL.

**17. QUANTITY VARIATION:**

The quantity given in the Schedule of Rates may vary as per job requirement. However even in case of any such variation in the quantity being executed in line with job requirement, Contractor will have to render the services without any alteration in the rate quoted against SOR item/s. Rates quoted and thereby if accepted will remain firm & fixed until completion of job.



# **Section-VI**

## **Scope of Work [SOW]**

## **SCOPE OF WORK (SOW):**

**NAME OF WORK: HIRING SERVICES FOR ASCERTAINING THE HEALTH & RESIDUAL LIFE ANALYSIS /FITNESS FOR SERVICE OF NATURAL GAS PIPINGS.**

**LOCATION OF SITE: ASSAM GAS COMPANY LIMITED, DULIAJAN GAS COMPRESSOR STATION, DULIAJAN, ASSAM – 786602**

Bidders are advised to visit and examine the site of work and its surrounding and obtain for him on his own responsibility all information that may be necessary for preparing of the bid and entering into the contract. The costs of visiting the site shall be at the bidders own expenses. No extra claim on account of non-familiarity of site conditions shall be entertained during or after execution of works.

### **A. CONTRACTOR`S SCOPE OF WORK**

The job shall include health assessment of natural gas pipings & weld joints of pipe fittings (all piping's are aboveground). For details of piping's refer **Annexure I (Part I & Part II)**. Bidder shall take up the job of Fitness for Service and Remaining Life Assessment using advanced NDT techniques as per API 579-1: 2007 & OISD Standard-130 for pipings & welds joints of pipe fittings installed on the high pressure piping network of AGCL DULIAJAN Compressor Station (maximum operating pressure 18 Kg/cm<sup>2</sup> /255 PSIG).

The inspection/testing shall aim to reveal de-gradation; flaws etc. if any in the pipings & weld joints of pipe fittings and to assess its fitness for service for the operating conditions as provided by AGCL. The agency shall carryout extensive NDT in addition to visual and closed visual inspection. Special attention to be given near weld joint area of pipe fittings like fittings for pressure/temp gauge, thermo wells etc. Inspection like visual inspection, UT, MPT, DPT, UFD or any other NDT testing shall be performed on all weld joints of pipe fittings whereas on pipings these tests shall be performed as per requirement i.e. based on visual and LRUT report. Based on observations as per results of NDT, the level-1/ Level -2 or required assessments under the FFS methodology shall be done for the pipings & weld joint of pipe fittings.

The contractor shall deploy competent persons to execute selected NDT methods required for all the levels of assessment during the FFS study. The contractor shall also ensure the availability of all required NDT equipment's at site. All tests & inspection shall be non-destructive and should not require interruption in the operation of Compressor Station & its associated system.

The work shall be carried out with proper clearance from AGCL and all activities at site should confirm to all the safety requirements at AGCL. Vendor shall provide an activity chart of the work to be carried out during the study, for reference and monitoring of progress of work. The

activity chart shall mention the job activity details, manpower and personnel, number of site visits etc.

**B. THE VARIOUS STAGES OF STUDY SHALL REQUIRE:**

- I. Kick off meeting with AGCL before start of work at AGCL site.
- II. Submission of detailed methodology for health check-up using NDT inspection and RLA based on FFS by Expert to AGCL personnel at site.
- III. Submission of all required & relevant documents like experience & qualification certificates of inspectors/engineers, calibration certificates of instruments etc.
- IV. Preparation of Activity schedule and execution.
- V. Review of site to determine the actual condition of assets by doing various NDT`s.
- VI. Selection of relevant FFS assessment approach as per API 579 & OISD-Std-130.
- VII. Execution of Level – 1 & 2 Assessments, as per API 579-1/ASME FFS-1.
- VIII. Progress report of the work execution as per activity graph.

**C. SUBMISSION OF TEST REPORTS/DOCUMENTATION:**

The contractor shall submit the test report in Duplicate in hardcopy plus one soft copy in DVD/pen drive duly signed & stamped and shall be submitted to the E-I-C (Engineer In charge) in following manner:-

- 1) Isometric (not to scale) drawings showing all the details along with measurement / activity details mentioned against each scope of work for piping job.
- 2) Each NDT results & documentation containing test data's showing all locations and readings earmarked on the development sketch for every NDT activity (e.g. Separate sketch / mark for UT, WFMPI, UFD, HT, DPT, etc.)
- 3) Preparation of final LRUT and other inspection report after completion of the field inspection. Signed & stamped report shall be submitted.
- 4) Any indications of extensive metal loss or defect indications requiring immediate attention shall be highlighted in the final report.
- 5) The report shall contain details of the corrosion & loss in wall thicknesses of piping in the LRUT assessed lines; determine corrosion rate considering standard piping class schedule thickness as base and evaluate remaining life of the pipeline.
- 6) Medium of reporting shall be in English. Hardcopies shall be in A4/A3 size paper. Relevant Colored images data or indexes shall be incorporated in the report. The content must be legible.
- 7) Recommendation on RLA / FFS: The final report shall clearly contain:
  - a) Equipment wise Level 1 & Level 2 Assessment results.
  - b) Decision to run/ repair/alter or replacement of the Pipelines
  - c) Remaining Life Assessment
  - d) Recommendation of In-service monitoring and techniques required for maintaining the facility.
  - e) Submission of test Data for pipelines under study to AGCL.

- 8) Final assessment report should include methodology, presumptions & assumptions applied for analysis, recommendations and conclusion etc. & details like:
- a) Brittle fracture
  - b) General metal loss
  - c) Local metal loss
  - d) Pitting corrosion
  - e) Blisters and lamination
  - f) Weld misalignment and shell distortions
  - g) Crack-like flaws
  - h) Components operating in the creep range
  - i) Fire damage
  - j) Dents, gouges, and dent-gouge combinations etc.

**D. NDT INSPECTOR QUALIFICATION & EXPERIENCE FOR NDT'S & EQUIPMENT DOCUMENTATION:**

- a. Project to be handled by API 570 certified engineer .Visual inspection to be performed by him and all reports has to be reviewed by him only.
- b. API certified engineer should be on agency's payroll having minimum 1 year experience working with agency.
- c. Agency should have all NDT equipment which is required to be used for the said project & they have to submit proof for the same.
- d. Bidder is required to submit the following documents before start of job:
  - i. ASNT/ISNT level II certificates of the NDT inspector / NDT engineer to be deployed.
  - ii. Details of NDT instruments along with their latest calibration certificates.
  - iii. ASNT/ ISNT level-III certificate of supervisor.
- e. The inspector / NDT engineer must have sufficient (minimum 3 years) hands on experience on respective field of NDT & it`s interpretation. All NDT interpretations should be verified and signed by experienced ISNT/ASNT qualified personnel of at least LEVEL-II qualification with 3 years` experience.

**E. AGCL'S SCOPE OF WORK & SUPPLY:**

- a) Scaffolding arrangements where ever required during work execution shall be in the scope of AGCL which includes supply & erection of scaffolding for the whole height of piping including supply of all material, manpower , tools & tackles, removal of scaffolding after completion of work etc. will also be in the scope of AGCL.
- b) AGCL shall arrange for necessary gate passes, safety work permits required for execution of work.
- c) Free Electrical supply, service water, compressed air at 5 Kg/cm<sup>2</sup>.

## **F. CONTRACTOR'S SCOPE OF SUPPLY FOR INSPECTION ACTIVITIES.**

- 1) Prior to start of work, supply of all materials and consumables (NDT related like DP Kits etc.) required for completion of works in all respects shall be entirely the responsibility of the contractor and the quoted price shall include the cost towards supply of all such materials and consumables.
- 2) Removal of paint / insulation & surface preparation (as per requirement of job) for pipings wherever required, shall be in the scope of contractor. However restoration of insulation & paint will be carried out by AGCL.
- 3) All required/necessary equipment's including consumables, tools and tackles necessary to perform NDT in efficient manner and to complete the work as per time schedule. These must be maintained at site all the time during inspection period.
- 4) The equipment's are required for use in hazardous environment as per area classification Zone-1 area classification IIA IIB. All the NDT equipment's, tools and tackles shall meet the criteria. Equipment's, tools and tackles etc. not meeting the criteria shall not be allowed to be used.
- 5) All the NDT Test equipment's, Measuring Instruments, shall be duly calibrated having valid calibration certificate with traceability. Any equipment / instrument not having valid calibration certificate shall not be allowed to be used.
- 6) All special consumables required to carry out all inspection jobs are to be supplied by the contractor.
- 7) All safety PPE's like helmets, Safety belts, Goggles etc. required for safe working of personnel are to be arranged by the contractor.

## **G. CONTRACT PERIOD:**

The duration of contract shall be 3 months from date of issue of LOA.

## **H. PAYMENT TERMS.**

100% payments shall be released after completion of entire work and submission of final report to AGCL. No Advance payment is permissible.

Total mandays required to perform the job as per FFS methodology must be provided to the Owner in Technical Bid clearly stating the maximum mandays within which job shall be completed. Price Reduction Schedule (PRS) shall be applicable in case of delay in completion of the job. All efforts shall be made to complete the job as early as possible.

Maximum mandays are estimated by considering one Team works for minimum 8 hours per day. One team means group of 2 engineers with appropriate ASNT level with complete measuring machine setup.

**I. BOARDING / LODGING & TRANSPORTATION:**

All travel & local transportation including boarding and lodging of inspectors/ engineers/ contractor personnel during execution of the job shall be arranged by the contractors at their own cost.

## PIPING DETAILS FOR HEALTH ASSESSMENT

Sl. No.	Line Description	Service	Dia. (inch)	Total Pipe Length (approx.) (m)	Pipe Details	Operating Temp (deg C)	Operating Pressure (PSIG)	Insulation (Y/N)	Paint (Y/N)	No. of elbows, Tee & valves etc.	Age of piping (years)
1	Suction BVFCL	Natural Gas	14"	129	No Data Available	25-40	150-160	N	Y	11	No Data Available
2	Suction BVFCL to Units (4 nos)	Natural Gas	12"	12	No Data Available	25-40	150-160	N	Y	3	No Data Available
3	Discharge BVFCL	Natural Gas	16"	54	No Data Available	65-85	250-260	N	Y	..	No Data Available
4	Discharge BVFCL	Natural Gas	14"	74	No Data Available	65-85	250-260	N	Y	8	No Data Available
5	Discharge BVFCL from Units (4 nos.)	Natural Gas	10"	11.5	No Data Available	65-85	250-260	N	Y	3	No Data Available
6	Suction NTPS	Natural Gas	16"	7.5	No Data Available	25-40	150-160	N	Y	3	No Data Available
7	Suction NTPS	Natural Gas	16"	143	No Data Available	25-40	150-160	N	Y	13	No Data Available
8	Suction NTPS Unit #10, 11	Natural Gas	14"	128	No Data Available	25-40	150-160	N	Y	8	No Data Available
9	Suction NTPS Unit #3, 4, 5	Natural Gas	14"	92	No Data Available	25-40	150-160	N	Y	8	No Data Available
10	Suction NTPS to Unit #3, 4, 5 (3 nos.)	Natural Gas	12"	2.5	No Data Available	25-40	150-160	N	Y	1	No Data Available
11	Suction NTPS to Unit #10, 11 (2 nos.)	Natural Gas	12"	7.5	No Data Available	25-40	150-160	N	Y	3	No Data Available

12	Discharge NTPS	Natural Gas	14"	128	No Data Available	65-85	250-260	N	Y	14	No Data Available
13	Discharge NTPS from Units (5 nos.)	Natural Gas	10"	4.5	No Data Available	65-85	250-260	N	Y	3	No Data Available
14	Discharge valve to Unit #8,9,10,11 (4 nos.)	Natural Gas	8"	19.5	No Data Available	65-85	250-260	N	Y	7	No Data Available
15	Discharge Valve to Unit #3,4,5 (3 nos.)	Natural Gas	8"	5.5	No Data Available	65-85	250-260	N	Y	2	No Data Available
16	Discharge Valve to Unit #6,7 (2 nos.)	Natural Gas	10"	6	No Data Available	65-85	250-260	N	Y	3	No Data Available
17	Suction valve to Unit #8,9,10,11 (4 nos.)	Natural Gas	10"	4	No Data Available	25-40	150-160	N	Y	5	No Data Available
18	Suction Valve to Unit #3,4,5 (3 nos.)	Natural Gas	10"	4	No Data Available	25-40	150-160	N	Y	4	No Data Available
19	Suction Valve to Unit #6,7 (2 nos.)	Natural Gas	12"	5.5	No Data Available	25-40	150-160	N	Y	5	No Data Available
20	BVFCL Intake from OIL LPG	Natural Gas	20"	57.5	No Data Available	25-40	150-160	N	Y	7	No Data Available
21	Bypass metering (3 nos.)	Natural Gas	14"	25	No Data Available	25-40	150-160	N	Y	5	No Data Available
22	BVFCL LP Line	Natural Gas	14"	56.5	No Data Available	25-40	150-160	N	Y	8	No Data Available

\* No Temperature, Pressure gauges fitted in any line.

\*\* Pipe height varies for all lines. Some have a clearance from the ground of about 2-3 inch, some about 12 inch & some 25 inch.



## PIPING DETAILS FOR HEALTH ASSESSMENT

Sl. No.	Line Description	Type of Material of Pipelines	Outer Dia. (inch)	Thickness of Pipelines (mm)	No. of Pipelines	Type of coating and thickness	Buried or Above Ground	Spiral Welded (Y/N)
1	Suction BVFCL	NO DATA AVAILABLE	14"	9.1 (max 12.5 - min 7.4)	1	NA	Above Ground	N
2	Suction BVFCL to Units	DO	12"	8.2 (max 9.6- min 6.4)	4	NA	Above Ground	N
3	Discharge BVFCL	DO	16"	8.35 (max 10.6 - min 7.2)	1	NA	Above Ground	N
4	Discharge BVFCL	DO	14"	9.6 (max 12.4 - min 7.8)	1	NA	Above Ground	N
5	Discharge BVFCL from Units	DO	10"	7.9 (max 9.6 - min 6.4)	4	NA	Above Ground	N
6	Suction NTPS	DO	16"	7 (max 7.2 - min 6.8)	1	NA	Above Ground	N
7	Suction NTPS	DO	16"	7.3 (max 8.5 - min 6.7)	1	NA	Above Ground	N
8	Suction NTPS Unit #10, 11	DO	14"	9.3 (max 12.5 - min 8.7)	1	NA	Above Ground	N
9	Suction NTPS Unit #3, 4, 5	DO	14"	9.8 (max 13.3 - min 7.4)	1	NA	Above Ground	N
10	Suction NTPS to Unit #3, 4, 5	DO	12"	7.7 (max 9.2 - min 6.1)	3	NA	Above Ground	N
11	Suction NTPS to Unit #10, 11	DO	12"	9.6 (max 13.4 - min 7.8)	2	NA	Above Ground	N
12	Discharge NTPS	DO	14"	8.8 (max 11.5 - min 6.1)	1	NA	Above Ground	N
13	Discharge NTPS from Units	DO	10"	8.6 (max 11.8 - min 7.1)	5	NA	Above Ground	N
14	Discharge valve to Unit #8,9,10,11	DO	8"	No data	4	NA	Partially Buried	N
15	Discharge Valve to Unit #3,4,5	DO	8"	No data	3	NA	Partially Buried	N
16	Discharge Valve to Unit #6,7	DO	10"	No data	2	NA	Partially Buried	N
17	Suction valve to Unit #8,9,10,11	DO	10"	No data	4	NA	Partially Buried	N
18	Suction Valve to Unit #3,4,5	DO	10"	No data	3	NA	Partially Buried	N

19	Suction Valve to Unit # 6,7	DO	12"	No data	2	NA	Partially Buried	N
20	BVFCL Intake from OIL LPG	DO	20"	No data	1	NA	Above Ground	N
21	Bypass metering	DO	14"	No data	3	NA	Above Ground	N
22	BVFCL LP Line	DO	14"	No data	1	NA	Above Ground	N

\*The thickness is the average thickness calculated along the length of the pipeline at different points in the latest NDT. (Ultrasonic thickness testing)

# **Section-VII**

## **Schedule of Rate [SOR]**

**SECTION-VII - SCHEDULE OF RATES (SOR for SERVICES)**

**E-Tender No. dt. - Hiring services for Ascertaining the Health & Residual Life Analysis/Fitness for service of Natural Gas Pipings.**

SI.No	DESCRIPTION	QTY	UNIT	RATE	Amount
10	NDT OF PIPINGS	1	LS		0
	Inspection of Natural Gas pipings including weld joints of pipe fittings, elbow, Tees etc. Inspection shall include advanced NDT techniques like LRUT/SRUT etc. and also other inspections like Visual, UT, MPT, DPT, UFD or any other NDT testing as per requirement.				
	Refer Annexures I & II for details of pipings.				
	For more details please also refer				
	A) Scope of Work				
	B) SCC(Special Condition Of Contract)				
20	FFS (Level-1 & 2) & RLA	1	LS		0
	Fitness For Service (Level-1 & 2) & RLA (Remaining Life Analysis) based on results of				
	NDT test /inspections. After completion of FFS & RLA, contractor shall submit two				
	copies of FFS & RLA Analysis, NDT inspection and LRUT reports to the E-I-C (Engineer In charge) in hardcopy plus one soft copy in pendrive duly signed & stamped				

NOTE:

- i) The items must be read in conjunction with Scope of Work/Supply, SCC & other terms-conditions of the Bid Documents.
- ii) Above rates must be inclusive of all statutory taxes, duties & levies (excluding GST) and all expenses, labour charges, insurance, overheads, charges for incidental services etc. necessary for execution of tendered & offered scope of supply, works & services throughout the contract duration including extended period, if any.
- iii) Bidder confirmation-We confirm that we have noted the contents of this price schedule, bid document, material requisition and quoted our prices accordingly without any deviation.