

ASSAM GAS COMPANY LIMITED

(A GOVT. OF ASSAM UNDERTAKING)

Tender No: SYS/GIS/59/04/V/20

E TENDER No. SYS/GIS/59/04/V/20

BID DOCUMENT FOR

**Establishment of GIS Management System for CGD
Network of Assam Gas Company LTD.**

OPEN DOMESTIC COMPETITIVE BIDDING

Assam Gas Company Limited

P.O. -Duliajan

Dist -Dibrugarh

Assam - 786602

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FORWARDING LETTER

Dear Sirs,

Sub: - Invitation of Bids (IFB) for “Establishment of GIS Management System for CGD Network for Assam Gas Company Limited”

- 1.0 Assam Gas Company Limited (AGCL), a Govt. of Assam undertaking, was incorporated in the year 1962 and is a pioneer in the business of collection, transportation and distribution of natural gas. The company is transporting natural gas through its integrated CS and PE pipeline network to serve over 45,000 domestic consumers, 410 tea estates and 1200 commercial establishments along with 6 nos. of bulk consumers – NEEPCO, BVFCL, NTPS, LTPS, APL and BCPL in Upper Assam region. Presently, AGCL is handling about 6.5 MMSCMD of natural gas.
- 2.0 AGCL is extending pipeline network to cover all the towns/areas within its geographical area with a vision to connect one lakh PNG connections in 2-3 years. Therefore, it is required to acquire “Establishment of GIS Management System for domestic & commercial consumers for Assam Gas Company Ltd”.
- 3.0 You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through online mode at the e-procurement portal of the Govt. of Assam, <http://assamtenders.gov.in>.

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

Sl. No.	Tender Title	Tender for “Establishment of GIS Management System for domestic & commercial consumers for Assam Gas Company Ltd”
1	Tender No.	Tender No.: SYS/GIS/59/04/V/20
2	Type of Tender	E-Tender under single stage two bid system.
3	Tender Fee/Tender processing fee*	Rs. 15,260.00
4	EMD (Bid Security) *	Rs. 15,25,600.00
5	Pre-Bid Conference Date	As indicated in e-tender portal
6	Site Visit Date	Any working day prior to Bid opening.

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7	Bid Submission End Date & Time	As indicated in e-tender portal
8	Bid Opening Date & Time	As indicated in e-tender portal
9	Bid Validity	6 months from the original bid closing date.
10	Validity of EMD	Not Applicable.
11	Amount & Validity of Performance Bank Guarantee	10 % of the annualised contract value. Validity shall be 12 months from the date of completion of the total allocated works and acceptance of the same by AGCL.
12	Release of Performance Bank Guarantee (PBG)	PBG shall be discharged by company not later than 30 days following its expiry.
13	Defect Liability Period	12 months from the successful completion.
14	Mobilisation Time	Within 10 days from the date of issue of LOI/W.O
15	Time of completion of the works	Within 6 months from the date of issue of Work Order (excluding AMC).
16	Quantum of Liquidated Damage:	In case of delay in completion of the job within the stipulated period, then, unless such delay is attributed to Company, or in Force majeure conditions, there will be reduction of contract value @ 0.5% per day of delay or part thereof subject to maximum of 7.1/2% of contract value.
17	Bid Submission Mode	Online and through the e-Procurement portal https://assamtenders.gov.in/ only.
18	Pre-bid conference, Address for Correspondence/ Pre bid queries:	<p>A pre-bid conference shall be organized by the Company to clarify the service requirement. Bidder may seek clarification to any of the issues and confusion, if any, in respect of the work. It would be considered that bidder satisfied regarding the details furnished by the owner in the tender document, feasibility of the method of work and other associated job.</p> <p>Address: Ibadur Rahman, Assistant Manager (Sys), Assam Gas Company Limited, Dulijan- 786602, Dist.: Dibrugarh, Assam</p> <p>Mobile-9435005909</p> <p>e-mail: Ibadur.rahman@agclgas.com</p>

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

Note: *If any date specified above happens to be a holiday /Bandh /Declared Holiday, then the next working day will be considered.*

4.0 Bids received after closing hours as stipulated above will not be accepted. AGCL will not be responsible for delay in submission of bid for any reasons whatsoever.

5.0 E-mail/Fax/ open bids will not be accepted.

6.0 Price offers along with price related conditions should be filled in the given **Price-Bid format only**. All other techno-commercial documents and filled up annexure shall also be submitted with the bid.

7.0 The bid including all pages of the bid documents shall be signed by duly authorized representative of the bidding company.

8.0 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.

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

10.0 Offer must conform in all respect to the terms and conditions of the enquiry. Conditional bids are liable to be rejected at the discretion of the Company.

Thanks and regards

Yours faithfully,

Sd/-

(G.C. Swargiyari)
Managing Director
Assam Gas Company Ltd.

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INSTRUCTIONS TO BIDDERS

2.0 ELIGIBILITY OF THE BIDDER:

- 2.1 The eligibility of the bidders are listed under BID EVALUATION CRITERIA (BEC) of the tender document.
- 2.2 Bidder shall bear all costs associated with the preparation and submission of bid. AGCL, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.0 BID DOCUMENTS:

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

- a) A Tender Forwarding Letter
- b) Instructions to Bidders (ITB)
- c) Bid Evaluation Criteria (BEC)
- d) General Conditions of Contract (GCC) : Part-I
- e) Schedule of Work, Unit, Quantities (SOQ) : Part-II
- f) Special Conditions of Contract (SCC) : Part-III
- g) Safety Measures (SM) : Part-IV
- h) Bid Form : Proforma-I
- i) Statement of Non-Compliance : Proforma-II
- j) Authorisation for Attending Bid Opening : Proforma-III
- k) Proforma of Letter of Authority : Proforma-IV
- l) Bid Securing Declaration: Proforma-V
- m) Proforma for General information of bidders: Proforma-VI
- n) Format of Performance Security: Proforma-VII
- o) Agreement Form : Proforma-VIII
- p) Format of Undertaking by Bidders towards submission of authentic information/documents : Proforma-IX
- q) Certificate of annual turnover & net worth: Proforma-X(i)
- r) Certificate of Compliance of Financial Criteria: Proforma-X(ii)
- s) Undertaking towards submission of Bank Guarantee (Proforma-XI)
- t) Price Bidding Format (Proforma-XII) (to fill up in the main bidding engine of E-Tender portal only)

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

- 3.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks,

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contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

4.0 TRANSFERABILITY OF BID DOCUMENTS:

- 4.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 4.2 In case of e-Tender, Bidder must submit the bid using Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 4.3 Unsolicited bids will not be considered and will be rejected straightway.

5.0 AMENDMENT OF BID DOCUMENTS:

- 5.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).
- 5.2 The Addendum will be uploaded in E-Tender Portal and AGCL's website. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

6.0 PREPARATION OF BIDS:

- 6.1 Language of Bids: The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the AGCL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 6.2 Bidder's/Agent's Name & address: Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.
- 6.3 Documents comprising the bid: Bids are invited under **Single Stage Two Bid System**. The bid to be uploaded by the Bidder in AGCL's E-Tender portal shall comprise of the following components:
 - (A) Technical Bid:
 - a) Complete technical details of the services offered.
 - b) Documentary evidence established in accordance with Clause No. 8.0.

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- c) Bid Securing Declaration as per Proforma-V
- d) Copy of Bid Form without indicating prices in Proforma-I.
- e) Statement of Non-compliance as per Proforma-II.
- f) Copy of Priced Bid without indicating prices.
- g) Proforma-IV attached with the bid document to be signed by the bidders Authorized representative.
- h) All Other relevant Undertakings and Proformas as applicable as part of Bid.

(B) The Price Bid as per the Price Bid Format shall be uploaded in appropriate tab of e-tender portal.

Note: The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

6.2 BID FORM: The bidder shall complete the Bid Form and upload the same along with their bid.

7.0 BID PRICE:

7.1 Prices must be quoted by the Bidders online as per the price bid format available in E-Tender Portal. Prices must be quoted by the bidders as per the Price/Bidding format.

7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account, except as otherwise mentioned in the bid document.

7.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. and other cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder and the evaluation and comparison of bids shall be made considering the quoted GST in the Price Bid Format. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS: These are listed in BID EVALUATION CRITERIA (BEC), of the tender documents.

9.0 BID SECURITY: The Bid Security is required to protect the Company against the risk of Bidder's conduct. In this regard, the bidders shall submit along with their bid a signed "Bid Securing Declaration" (Proforma-V). Any bid not secured in accordance with Proforma-V above shall be rejected by the Company as non-responsive.

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10.0 PERIOD OF VALIDITY OF BIDS:

- 10.1 Bids shall remain valid as per the requirement mentioned in forwarding letter 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 as indicated in the Forwarding Letter.
- 10.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their Bid.

11.0 SIGNING & SUBMISSION OF BIDS:

11.1 Signing of bids:

11.1.1 Bids are to be submitted online through E-procurement portal with digital signature as indicated in **Special Instructions to the Contractors/Bidders for the e-submission of the bids online through e-Procurement Portal.**

11.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorization (as per Proforma-IV) shall be indicated by written Power of Attorney accompanying the Bid.

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

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

11.2 Submission of bids:

The tender is processed under **Single Stage Two bid** system. Bidder shall submit the technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at E-Tender Portal, detailed instructions is available in E-Tender Portal itself. The priced bid submitted in physical form shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the Tender no., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to Head -Materials, AGCL., Duliajan-786602 (Assam) on or before the bid closing time on the bid closing date indicated in the IFB:

- a) Printed catalogue and literature if called for in the bid document.

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b) Any other document required to be submitted in original as per bid document.

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

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

11.2.2 Timely delivery of the documents in physical form as stated in Para 11.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

11.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

12.0 DEADLINE FOR SUBMISSION OF BIDS:

12.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.

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

12.3 The documents in physical form as stated in Para 11.2 must be received by Company at the address specified in the "Forwarding Letter" on or before the bid closing time on the Bid Closing Date mentioned in the e-tender portal. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

13.0 **LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

14.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

14.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

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- 14.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in debarment from participation in future tenders of AGCL.
- 15.0 **EXTENSION OF BID SUBMISSION DATE:** Normally no request for extension of Bid Closing Date & Time will be entertained. However, AGCL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.
- 16.0 **BID OPENING AND EVALUATION:**
- 16.1 Company will open the Bids, including submission made pursuant to clause 11.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per Proforma-III) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.
- 16.2 The technical and price bids will be opened simultaneously.
- 16.3 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 16.4 Bids which have been withdrawn pursuant to clause 14.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 16.5 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Securing Declaration and such other details as the Company may consider appropriate.
- 16.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by AGCL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 16.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any

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substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

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

17.0 **OPENING OF PRICED BIDS:**

17.1 In case of composite bid system, Price bids will be opened on the scheduled bid closing date itself.

17.2 In case of two bid system, Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance.

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

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

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

18.0 **EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC) of the Tender Documents.

18.1 **DISCOUNTS/REBATES:**

18.1.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

18.1.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any

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discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

19.0 CONTACTING THE COMPANY:

19.1 Except as otherwise provided in Clause 16.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 16.6.

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

20.0 AWARD OF CONTRACT:

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

21.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID: Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

22.0 NOTIFICATION OF AWARD:

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

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

23.0 PERFORMANCE SECURITY:

23.1 The successful bidders are required to furnish performance guarantee through security deposit called performance security. This is for securing the performance of contracts/purchase order. Performance guarantee is to be submitted by the successful contractor within the stipulated time of 15 days.

For the purpose of determining the amount of Security deposit for performance, the contract / order value shall be considered excluding taxes and duties which are paid extra by AGCL.

23.2 Validity of the performance security/contract performance guarantee shall be valid for 90 days beyond contract period/duration and applicable warranty/guarantee/ defect liability period (if any).

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23.3 MODE OF SUBMISSION OF PERFORMANCE SECURITY:

The Performance Security shall be in the form of a Demand Draft or Bank Guarantee or irrevocable Letter of Credit (LC) from:

- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
- b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from international bank who has its branch in India registered with Reserve Bank of India.
- c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India

Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

- a) Full address.
- b) Branch Code.
- c) Code Nos. of the authorized signatory with full name and designation.
- d) Phone Nos., Fax Nos., E-mail address.

The domestic bidders will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

The foreign bidder will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

23.4 Performance Security shall not accrue any interest during its period of validity or extended validity.

23.4 This Performance Security must be valid for 90 (Ninety) days after the date of expiry of the contract period/defect liability period (if any). In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

23.5 The Performance Security Deposit will be refunded to the Contractor after 90 (Ninety) days of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

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24. SIGNING OF CONTRACT:

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

24.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

24.3 In the event of failure on the part of the successful Bidder to sign the contract, AGCL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. The bidder will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

25.0 **CREDIT FACILITY:** Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government-to-Government credits indicating the applicable terms and conditions of such credit.

26.0 **MOBILISATION AND ADVANCE PAYMENT:**

26.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

26.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.

26.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

27.0 **LOCAL CONDITIONS:**

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

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No request will be considered for clarifications from the Company (AGCL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (AGCL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (AGCL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

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

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

BID EVALUATION CRITERIA (BEC):

The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids shall be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.

ELIGIBILITY CRITERIA:

1.0 Bidder's Qualification Criteria (BQC):

1.1 Technical Qualification-Stage 1:

Sr. No.	Qualification Criteria	Documents Required
1	The bidder/OEM/consortium must be a company registered in India.	Certificate of Incorporation / Registration certificate
2	The proposed Enterprise GIS software should have been implemented in at least 2 CGD companies in India/ globally in last 7 years reckoned from original bid closing date	Successful Completion Certificate or successful completion of PO/contract for all such projects from the concerned client
3	The proposed Enterprise GIS software should be suitable for on-premises & cloud implementation	Document from OEM/ Past Implementation experience document
4	The offered software shall be Open Geospatial Consortium (OGC) Certified.	Document covering offer product is OGC certified
5	The GIS Software should be from reputed OEM based proven industry standard Commercial off-the-Shelf	Document from OEM

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	(COTS) technology and should exist in the market for past 7 years reckoned from original bid closing date.	
6	Proposed GIS software platform should have software support centre in India	Document from OEM
7	OEM shall provide the certificate to support the product for life span of 10 years.	Document from OEM
8	Bidder should submit manufacturer authorization format (MAF) from GIS OEM	Manufacturer Authorization Format (MAF)
9	The bidder/OEM with ISO 9001 certification or OEM Authorized System Implementor in India	Latest ISO Certificates or Certificate from OEM
10	<p>Average Annual Financial Turnover of the bidder during any of the preceding 03 (Three) financial/accounting years from the original bid closing date should be at least Rs.5 Crores.</p> <p>Net worth of the bidder must be positive for the preceding financial/accounting year.</p> <p><u>Note:</u></p> <p>a. The Net worth to be considered against Sl. 10 above, should be read in conjunction with the definition of Net Worth as mentioned in Section 2 (57) of the Companies Act, 2013.</p> <p>b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/ accounting year excluding the preceding financial/ accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per PROFORMA X(ii).</p> <p>c. In case the bidder is a Central Govt. Organization/PSU/ State Govt. Organization/ Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p>	Last three years audited balance sheets and Profit and Loss Accounts Statements or, Proforma X(i)

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d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.

Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned above.

1.2 Bidder/OEM/consortium must have minimum following Professionals on payroll with minimum educational qualification as below:

- a) 2 Nos. Supervisor: Minimum qualification should be B.E/B. Tech with min 3 years' experience in GIS related works
- b) 2 Nos. GIS Professional: Minimum education qualification should be B.E/ B.Tech with min 5 years' experience in GIS related works
- c) 2 Nos. Application Developer: Minimum education qualification should be in BE/B tech/MCA/M Tech with 3 years' experience in GIS application software.

1.3 The bidder should not be blacklisted or suspended by any Government Department/Semi-government/ Public Sector Organization in India.

Bidder's Legal documents require to be submitted:

- (a) GST Registration Certificate
- (b) Income Tax Return of last 3 financial year ending 31st March 2022
- (c) Copy of PAN
- (d) Articles of Association/ Company
- (e) Registration (depending on company type)
- (f) EPF Statement

The detailed technical evaluation of Proposals satisfying the above minimum eligibility conditions shall be done as detailed in Stage 2.

1.4 The bids from consortium must fulfil the followings:

- a) Bids from consortium of two or more members (maximum three including leader) are acceptable provided that leader and members of consortium should themselves meet the experience criteria covering the respective activities of work to be performed by them on their own and not through any other arrangement like through Supporting Company, Parent / Subsidiary / Sister Subsidiary / Co-Subsidiary / Technical Collaboration / Sub-contracting. While the leader of the consortium must fulfil the turnover criteria as mentioned above, the other members of the consortium must have at least Rs. 1.91 Crores of average Annual Financial Turnover during **any of the preceding 03 (Three) financial/accounting years** from the original bid closing date. Participating Consortium shall submit the Agreement on Non-judicial stamp paper of appropriate value of consortium agreement.. Necessary documentary evidence to this effect should be submitted with techno-commercial bid. The members of consortium shall decide the Leader of consortium.
- b) The Consortium Agreement must clearly define the leader/ lead partner, who shall have to participate in the bidding process on behalf of the consortium. The leader shall have experience in GIS field for last 7 years. The leader shall

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be responsible for timely completion of work/ services and shall receive/ send instructions for and on behalf of the consortium during the period the bid is under evaluation as well as during the execution of contract including invoicing and payment and all the correspondence.

- c) Each member of consortium shall remain jointly and severally liable to AGCL. For this purpose, the role and scope of work to be performed by the respective consortium members expressed as a percentage of bid value should be indicated in the Memorandum of Understanding (MOU) submitted along with techno-commercial bid. All the members of the Consortium must resolve and affirm in the MoU that each party shall be jointly and severally liable to ONGC for any and all obligations and responsibility arising out of the Contract and for discharging all obligations under the Contract.
- d) The leader of the Consortium should confirm unconditional acceptance of full responsibility of executing the ‘Scope of work to complete the entire work’ of this tender. This confirmation should be submitted along with the techno-commercial bid;
- e) In case consortium got dissolved later on after completion of contract period and warranty period , the leader will be total responsible for providing AMC, any updation of the software as and when required by AGCL.
- f) A constituent of the Consortium shall not be permitted to participate either in an individual capacity as a bidder or as a member of another Consortium in the same tender.
- g) Only that consortium member who has undertaken a particular activity in execution of a contract shall be considered as having technical experience of that particular activity.

1.5 Eligibility Criteria Stage-2:

The Bidder/OEM/consortium should at least obtain the minimum threshold marks in (1) including sub criteria, (2) & (3) below table of point system. The Criteria, sub-criteria and point system for detailed evaluation shall be as follows:

The bidder/OEM/consortium will be selected based on a combined Quality & Cost Based Selection methodology as below:

- A. Technical Evaluation based on quality parameters which will be given 60% weightage.
- B. Commercial Evaluation which will be given 40% weightage.

1. Section A: Calculation of Technical Score

Sl. No	Parameter	Maximum Marks	Category
1	<p>Past experience of having one similar work* during last 07 (Seven) years reckoned from the original bid closing date.</p> <p>Required Documents: Bidder should submit the Work Order and successful completion certificate issued by CGD company in India.</p>	15	<p>1 similar work - 5 Marks 2 Similar works to 10 Similar works - 10 Marks 11 Similar works and above- 15 marks</p>

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Sl. No	Parameter	Maximum Marks	Category
	*Similar work: "Implementation of GIS Management System (Web and Mobile) for CGD Organization in India"		
2	<p>The bidder/OEM should have successfully executed at least one (1) "Development/Implementation of Web application integrated with Mobile application, supply and customization of COTS GIS Server software" for any Central Govt./State Govt./PSU's in India in last 7 years reckoned from original bid closing date. Value of each project must be greater than INR 50 lakh</p> <p>Required Documents: A) Work Order & Completion Certificate/Go-live/UAT certificate issued by client. B) Work Order and Completion Certificate of AMC/Maintenance contract to be considered. C) In case of ongoing project bidder must submit company's CA certified copy where payment received value against the order number is clearly mentioned as proof of payment.</p>	10	<p>Value of each project must be greater than INR 50 lakh</p> <p>1 Project - 2.5 Marks 2 Project - 5 Marks 3 Project - 7.5 Marks 4 Project or more - 10 Marks</p>
3	<p>The bidder/OEM should have experience in handling both "GIS application development along with linear asset Survey" in a single order for any Oil/ Gas /Power /Water /Drainage /Sewerage /Road Departments (Govt./PSU) in India. Executed Value of each order must be greater than INR 2 Crore within last 7 years reckoned from original bid closing date.</p> <p>A) Bidder/OEM shall submit Work Order, Completion /go-live/phase completion certificate issued by client. B) In case of ongoing project bidder must submit company's CA certified copy where payment received value against the order number is clearly mentioned as proof of payment.</p>	10	<p>Executed Value of each project must be greater than INR 2 Crore:</p> <p>1 Project - 2.5 Marks 2 Projects - 5Marks 3 Projects and above -10 Marks</p>
4	<p>The bidder/OEM should have experience in 1 (one) "GIS based Utility (Oil/Gas/Power) Survey, mapping/GIS field data Updation/Facility Management Services work" in last 7 years reckoned from original bid closing date (End client should be Govt./PSU Utility Organization in India) reckoned from original bid closing date.</p> <p>Required Documents: A) Bidder/OEM should submit Purchase Order/LOA/ Completion certificate issued by client. Value of work should be clearly mentioned.</p>	10	<p>Value (INR) of one single order:</p> <p>=>2 Cr to <6 Cr - 2.5 Marks =>6 Cr to <12 Cr - 5 Marks =>12 Cr. - 10 Marks</p>
5	<p>The bidder/OEM should have experience of at least 1(one) "GIS based Steel and MDPE pipeline survey, mapping and other related work for City Gas Distribution (CGD) Project in India" in last 7 financial years reckoned from original bid closing date. Value of each order must be greater than INR 3 Crore.</p> <p>Required Documents: A) Bidder/OEM should submit Work Order/FOA/ Completion Certificate issued by CGD company. Value of work should be clearly mentioned.</p>	10	<p>Value of each order must be greater than INR 3 Crore:</p> <p>1 Project - 5 Marks 2 Projects and above - 10 Marks</p>

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Sl. No	Parameter	Maximum Marks	Category
6	<p>Bidder/OEM must have minimum following Professionals on payroll with minimum educational qualification as below:</p> <p>(a) 2 Nos. Supervisor: Minimum qualification should be B.E/B. Tech with min 3 years' experience in GIS related works</p> <p>(b) 2 Nos. GIS Professional: Minimum education qualification should be B.E/ B. Tech with min 5 years' experience in GIS related works</p> <p>(c) 2 Nos. Application Developer: Minimum education qualification should be in BE/B tech/MCA/M Tech with 3 years' experience in GIS application software.</p> <p>Required Documents: Recent EPF statement supporting for number of GIS/IT Professionals and self-attested CV of mentioned employee must be submitted along with the bid.</p>	15	<p>=> 2 to <5 nos. against each (a), (b) and (c) - 5 Marks</p> <p>=> 5 to <10 nos. against each (a), (b) and (c) - 10 Marks</p> <p>=> 10 nos. against each (a), (b) and (c) - 15 Marks</p>
7	<p>Bidder/OEM should have their own survey Instrument with minimum combination of 4 Pair DGPS (Dual frequency, at least 110 channel and above) and 1 No. Pipeline Locator</p> <p>(Regarding ownership, copy of invoice in the name of bidder to be enclosed)</p>	10	<p>Minimum 4 Pair DGPS + 1 Nos. Pipeline Locator- 5 Marks</p> <p>Minimum 8 Pair DGPS + 1 Nos. Pipeline Locator - 10 Marks</p>
8	<p>Bidder/OEM shall present to Client, Approach & execution Methodology for carrying out the work. Mark shall be allocated by AGCL based on the Bidders clarity of Job and approach for successful completion.</p>	20	Approach & Methodology Document
Total Marks:		100	

Note:

Price Bid of a bidder/OEM will only be considered only when the bidder mandatorily scores minimum 60 marks and above out of total 100 marks in Section A.

1.6 Section B: Bid Evaluation Methodology:

- Initially, Bids from all bidders shall be evaluated as per BEC(Technical) as mentioned above Eligibility Criteria Stage and only those bids which qualify this criterion will qualify for further evaluation.
- Bids, qualifying the BEC (Technical) will undergo the following evaluation process:
Points shall be allocated based on the documents submitted by the bidders; individual points given for each criterion (as elaborated in the table above) shall be summed up to arrive at the total score/ mark of each bidder. The minimum qualifying mark for the bidders is 60.
- Bidders who are technically qualified as per BEC (Technical) and also score minimum 60 marks, will qualify for opening of financial proposal.

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- Company reserves the right to reject a Proposal at any stage if it does not respond to important aspects of the Request for Proposal (RFP)/Tender Document and particularly if it fails to achieve the minimum technical score.
- The bid shall be evaluated based on the overall score using the Quality and Cost Based Selection (QCBS) method and job shall be awarded to the overall highest rank bidder. The bidders are required to score minimum 60 marks to qualify for opening of financial proposal.
- The "Schedule of Rates" quoted, including GST, shall be taken up for evaluation and the entire work shall be finalized on 'Quality and Cost Based Selection' (QCBS) Methodology. The ratio of weight towards quality and cost shall be 60:40.
- To ascertain the inter-se-ranking of the bids the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted:
An Evaluated Bid Score (B) will be calculated for each bid, which meets the minimum Qualifying marks of 34 in Quality Evaluation Criteria, using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B = (T/T\text{-high}) * 100 * X + (C - \text{low}/C) * 100 * (1 - X)$$

Where,

C = Evaluated Bid Price of the bidder

C-low = The lowest of the evaluated bid prices among responsive bids

T = The total marks obtained by the bidder against Quality criteria

T-high = The total marks achieved by the best bid among all responsive bids against Quality criteria

X = Weightage for Quality (= 0.6 in this case)

Note: The Evaluated Bid Score (B) shall be considered upto two decimal places.

(i) The bid with the highest Evaluated Bid Score (B) will be recommended for award of contract.

(ii) In the event of two or more bids having the same highest Evaluated Bid Score (B), the bid scoring the highest marks against Quality criteria will be recommended for award of contract.

(iii) Further, in case of tie at the both Total Score and Technical Score (Quality) between two or more bidders, the order/LOA will be placed on the bidder who has higher/ highest turnover in last audited financial year

1.7 The bidder must confirm the following in their bid:

To quote for full service as specified in 'Scope of Work' and submit filled up 'Price bid format/Schedule of Rates'.

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2.0 COMMERCIAL EVALUATION CRITERIA:

The followings will also be considered while evaluating your bids:

- a) The bids are to be submitted in single stage two Bid System i.e., Techno-Commercial Bid/Technical Bid and Financial Bid/BOQ together. Only the Price Bid should contain the quoted price.
- b) The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.
- c) Bid Documents/User Id & Password for E-Tender portal are not transferable.
- d) Any bid received in the form of Physical document/E-mail will not be accepted.
- e) Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.
- f) Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- g) Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- h) Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Financial Bid/BOQ" tab in the main bidding engine of E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Unpriced Techno-Commercial Bid as per tender requirement under "Technical " Tab Page only.
- i) Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:
 - i. Firm price
 - ii. Period of validity of Bid
 - iii. Price Schedule
 - iv. Performance Bank Guarantee / Security deposit
 - v. Delivery / Completion Schedule
 - vi. Scope of work
 - vii. Guarantee of material / work

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- viii. Liquidated Damages clause
 - ix. Tax liabilities
 - x. Arbitration / Resolution of Dispute Clause
 - xi. Force Majeure
 - xii. Applicable Laws
- j) There should not be any indication of quoted price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.
- k) Bid received with validity of offer **less than specified period in the e-portal will be straightway rejected.**
- l) Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.
- m) If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- n) The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- o) The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.
- p) Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- q) AGCL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

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

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

When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against

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the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by AGCL on the Purchase Order/Contracts will be binding on the bidder.

NOTES ON GOODS AND SERVICES TAX:

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

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- AGCL will prefer to deal with registered supplier of goods / services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.
- Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- The Supplier of Goods / Services may note the Section 171 of the CGST Act, 2017 ,Anti-profiteering measures and quote their prices accordingly.
- In case the GST rating of bidder on the GST portal / Govt. official website is negative / black listed, then the bid may be rejected by AGCL.

3.0 GENERAL:

- 3.1** In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.
- 3.2** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 3.3** If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.
- 3.4** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 3.5** AGCL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 3.6** The originals of such documents [furnished by bidder(s)] shall have to be

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produced by bidder(s) to AGCL as and when asked for.

4.0 PURCHASE PREFERENCE CLAUSE:

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

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

4.1.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

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

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

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

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

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

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PART-I

GENERAL CONDITIONS OF CONTRACT (GCC)

APPLICABILITY, DEFINITION & INTERPRETATION

1.1 APPLICABILITY

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC/BRC. Furthermore, in the event of any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

1.2 DEFINITION & INTERPRETATION

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

1.2.1 BUYER/ COMPANY/OWNER/PURCHASER:

Shall mean Assam Gas Company Limited (A Govt. of Assam Undertaken) located at Duliajan-786602, Assam, India and includes its successor and permitted assigns.

1.2.2 CONTRACTOR:

Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.

1.2.3 CONTRACT:

Shall mean a written agreement between the COMPANY and the CONTRACTOR for execution of the services/works including all contract documents and subsequent amendments, if any.

1.2.4 SITE:

Shall mean the place in which the operations/services are to be carried out or places approved by for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.2.5 COMPANY'S SITE REPRESENTATIVE/ ENGINEER/ ENGINEER -IN

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CHARGE:

Shall mean the person or the persons appointed by the COMPANY from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

1.2.6 SUB-CONTRACT:

Shall mean order/contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on SITE: third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

1.2.7 SUB-CONTRACTOR:

Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of or the persons appointed by , successors and permitted assigns of such persons, firm or COMPANY).

1.2.8 CONTRACTOR'S REPRESENTATIVE:

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the COMPANY as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.2.9 CONTRACT PRICE/VALUE:

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and/or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services/works, including amendments/modification/change order issued by the COMPANY.

1.2.10 FIRM PRICE:

The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.

1.2.11 SERVICE/WORKS/OPERATIONS:

Shall mean and include all items and things to be supplied/done and all work/Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.

1.2.12 EQUIPMENT/MATERIALS/GOODS:

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY for/under the CONTRACT and amendments thereto.

1.2.13 DRAWINGS:

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Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.

1.2.14 SPECIFICATIONS:

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the services and qualities of the service/materials to be provided under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

1.2.15 ENGINEER IN-CHARGE (EIC):

Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.

1.2.16 INSPECTORS:

Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.

1.2.17 TESTS:

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

1.2.18 APPROVAL:

Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings, or other particulars in relation to the CONTRACT.

1.2.19 DAY:

Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

1.2.20 MONTH:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 YEAR:

Shall mean calendar year as per Gregorian calendar.

1.2.22 WORKING DAY:

Means any day which is not declared to be holiday by the COMPANY.

1.2.23 BID/OFFER:

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Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry and post-tender information/clarifications, for consideration by COMPANY, prior to award of contract.

1.2.24 GUARANTEE:

Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.

1.2.25 MOBILIZATION:

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

1.2.26 DE-MOBILIZATION:

Shall mean the removal of all items forming part of the mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY.

1.2.27 WILFUL MISCONDUCT:

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.

1.2.28 GROSS NEGLIGENCE:

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

1.2.29 CRIMINAL NEGLIGENCE:

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

1.2.30 GST LEGISLATIONS:

‘GST legislations’ means ‘any or all of the following legislations as may be applicable to the CONTRACTOR and AGCL:

(A) The Central Goods & Services Tax Act, 2017;

(B) The Integrated Goods & Services Act, 2017;

(C) The Union Territory Goods & Services Tax Act, 2017;

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(D) The respective State Goods & Service Tax Acts'

(E) The Goods and Services (Compensation to States) Act,

2017

(F) The Customs Act and the Customs Tariff Act.

(G) Any other applicable Act related to GST

1.2.31 Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.

1.2.32 SINGULAR/ PLURAL WORDS: Save where the context otherwise requires, words imparting singular number shall include the plural and vice versa and words imparting neutral gender shall include masculine or feminine gender and vice versa.

2.0 CONTRACT DOCUMENT:

2.1 GOVERNING LANGUAGE: The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

2.2 ENTIRE AGREEMENT: The CONTRACT constitutes the entire agreement between COMPANY and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.

2.3 AMENDMENT IN CONTRACT: No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. AGCL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

3.0 WAIVERS AND AMENDMENTS:

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

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3.1.2 CHANGE PROGRAM: It is agreed that CONTRACTOR shall carry out work in accordance with the completion program to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

4.0 CONTRACT TIMELINE:

4.1 EFFECTIVE DATE OF CONTRACT:

4.1.1 The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the effective date of contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

4.1.2 DATE OF COMMENCEMENT OF OPERATION:

4.1.3 The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

4.1.4 DURATION OF THE CONTRACT:

4.1.5 The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

5 SCOPE OF WORK/CONTRACT:

5.1 Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

6 GENERAL OBLIGATION OF CONTRACTOR:

6.1 CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:

6.1.1 Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.

6.1.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.

6.1.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

6.1.4 Comply with all applicable statutory obligations specified in the contract.

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6.1.5 CONTRACTOR shall be deemed to have satisfied himself before submitting their 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.

6.1.6 CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

6.1.7 CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

7 GENERAL OBLIGATION OF COMPANY:

7.1.1 COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

7.1.2 Pay CONTRACTOR in accordance with terms and conditions of the contract.

7.1.3 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.

7.1.4 Perform all other obligations required of COMPANY by the terms of this contract.

8 DUTIES AND POWER/AUTHORITY:

8.1 COMPANY'S SITE REPRESENTATIVE/ENGINEER:

8.2 The duties and authorities of Company's site representative/engineer are to act on behalf of Company for:

8.3

- (a) Overall supervision, co-ordination and Project Management at site.**
- (b) Proper and optimum utilization of equipment and services.**
- (c) Monitoring of performance and progress**
- (d) Commenting/countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.**

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- (e) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However, this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- (f) Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/comments of the AGCL's representative/engineer without which no claim shall be entertained by the AGCL.

8.4 CONTRACTOR'S REPRESENTATIVE:

- (a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.
- (b) Representative(s) shall liaise with AGCL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- (c) Representative(s) shall extend full co-operation to AGCL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

9 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

- 9.1 CONTRACTOR warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.
- 9.2 The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.

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- 9.3 The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.
- 9.4 However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.
- 9.5 CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

10 PERFORMANCE SECURITY:

10.1.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 30 days from the date of issue of LOA for an amount specified in the Letter of Award (LOA) as per Proforma as indicated in the Forwarding Letter of this Tender and must be in the form of a Bank Draft/Cashier's cheque*/Banker's cheque*/ NEFT/RTGS/Electronic fund transfer to designated account of (A/c No. 10494832011, IFSC: SBIN0002053, Bank -SBI, Name: Assam Gas company Limited) or Fixed Deposit Receipt (account Assam Gas Company Limited) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

- (i) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider, or
- (ii) In case of foreign CONTRACTOR/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.

10.1.2 Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

10.1.3 Bank Guarantee issued by a Scheduled Bank of India at the request of some other Non-Schedule Bank of India shall not be acceptable.

10.2 Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

- 10.2.1 Full address.
- 10.2.2 Branch Code.
- 10.2.3 Code Nos. of the authorized signatory with full name and designation.

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10.2.4 Phone Nos., Fax Nos., E-mail address.

10.3 The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

The Performance Security shall be denominated in the currency of the contract.

10.3.1 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

10.3.2 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfill its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.

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

10.3.4 Failure of the successful Bidder to comply with the requirements of clause 10 shall constitute sufficient grounds for annulment of the award. In such an eventuality, the successful bidder will be debarred/banned/blacklisted for two years with effect from the cut-off date of submission of PBG.

10.3.5 #Subject to credit in AGCL's account within prescribed time

10.3.6 *The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

10.3.7 In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and/or in respect of any amount due from the CONTRACTOR to COMPANY, shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to COMPANY on demand.

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11.0 SIGNING OF CONTRACT:

- 11.1.1** The successful bidder is required to sign a formal detailed contract with COMPANY within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, AGCL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday/banning/blacklist for 2 years from the cut-off date of signing the contract.

12.0 CLAIMS, TAXES & DUTIES:

12.1 CLAIMS:

- 12.1.1** CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

12.2 NOTICE OF CLAIMS:

- 12.2.1** CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defence thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

12.3 TAXES:

- 12.3.1.** CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPNAY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

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

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- **CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.**
- **The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.**
- **Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.**
- **Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.**
- **Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.**
- **All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.**
- **CONTRACTOR shall provide all the necessary compliances/invoice/documents for enabling AGCL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by AGCL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).**
- **The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:**
 - (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR).**
 - (ii) Name and Address and GST Registration Number of the Service Receiver (Address of AGCL).**

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(iii) Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess).

12.3.2 In case of imported goods, CONTRACTOR/ supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

12.3.3 The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.

12.3.4 AGCL would not accept any invoice without its GSTIN mentioned on the invoice

Note: CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as AGCL.

12.4 GOODS AND SERVICES TAX:

12.4.1 "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import/ interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

12.4.2 AGCL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

12.4.3 The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/duties by the CONTRACTOR shall be to CONTRACTOR's account.

12.4.4 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

12.4.5 Beyond the contract period, any increase in the rate of GST shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the

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12.4.6 Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

12.4.7 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

12.4.8 The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.

12.4.9 Anti-profiteering clause

12.4.9.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.

12.4.9.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then Company shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by .

13 CUSTOMS DUTY, IF APPLICABLE:

13.1 *CONTRACTOR shall be responsible to import the equipment/tools/spares/consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify from all the liabilities of Customs in this regard.*

13.2 *CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.*

14 INSURANCE:

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

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined

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

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

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

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

14.5 Certificate of Insurance:

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish AGCL with certificates of insurance indicating:

- i) Kinds and amounts of insurance as required herein
- ii) Details of coverage
- iii) Insurance corporation or companies carrying the aforesaid coverage
- iv) Effective and expiry dates of policies
- v) That AGCL shall be given thirty (30) days written advance notice of any material change in the policy
- vi) Waiver of subrogation endorsement has been attached to all policies and
- vii) The territorial limits of all policies.

14.6 Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.

14.7 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies,

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AGCL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

- 14.8 Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to third party person/property. will have no liability on this account.

14.9 **PRINCIPAL ASSURED**

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance):

"Assam Gas Company Limited and CONTRACTOR's name (as appearing in the Contract /LOA)".

14.10 **WAIVER OF SUBROGATION:**

All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against COMPANY or any of their employees or their affiliates and assignees".

14.11 **DEDUCTIBLE:**

The CONTRACTOR shall take policy with minimum deductible as per IRDA prescribed for the policy(ies). 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 CONTRACTOR.

14.12 **COMPLIANCE WITH SEC 25(1), OF "THE GENERAL INSURANCE BUSINESS (NATIONALIZATION) ACT 1972"**

Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is reproduced below:

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“No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government”.

The above requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.

14.13 LOSS PAYEE CLAUSE:

The Insurance Policies should mention the following in Loss Payee Clause: “In respect of Insurance claims in which Company’s interest is involved, written consent of Company will be required”.

14.14 ON ACCOUNT PAYMENT TO AGCL IN CASE OF CLAIM

In case any loss or damage happens and where AGCL’s interest is involved, AGCL reserves the right to recover the loss amount from the CONTRACTOR prior to final settlement of the claim.

14.15 CONTRACTOR shall require all of its SUB-CONTRACTORS to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

14.16 CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

- i) **WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY INSURANCE:** Workmen’s compensation and employer’s liability insurance as required by the laws of the country of origin of the employee.
- ii) **COMMERCIAL GENERAL LIABILITY INSURANCE:** Commercial 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 CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **COMPREHENSIVE GENERAL AUTOMOTIVE LIABILITY:** 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 shall be governed by Indian Insurance Regulations.
- iv) **CARRIER’S LEGAL LIABILITY INSURANCE:** Carrier’s Legal Liability Insurance in respect of all CONTRACTOR’s items to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.

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- v) **PUBLIC LIABILITY ACT POLICY:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **PRADHAN MANTRI SURAKSHA BIMAYOJANA (PMSBY) AND PRADHAN MANTRIJEVAN JYOTI BIMAYOJANA (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of AGCL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) Any other insurance policy set forth in the SCC

Note: An undertaking by the service provider has to be mandatorily provided during the Mobilization time that they have taken all the Insurance provisions as per the contract and as per the Law and Insurance Regulation.

15 **LIABILITY:**

Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORS, or sub-CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORS and sub-CONTRACTORS.

- 15.1** The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORS, sub-CONTRACTORS shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORS or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORS and sub-CONTRACTORS. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.

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- 15.2** The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORs and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.3** The CONTRACTOR hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORs, sub-CONTRACTORs and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.4** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORs or sub-CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.
- 15.5** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORs, sub-CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORs or sub-CONTRACTORs irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.
- 15.6** The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for loss or damage to the equipment of COMPANY and/or its CONTRACTORs or sub-CONTRACTORs when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

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15.7 The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

16 LIMITATION OF LIABILITY:

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (AGCL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.
- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.
- c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

LIABILITY OF UNION GOVERNMENT OF INDIA:It is expressly understood and agreed upon by and between CONTRACTOR and AGCL INDIA LIMITED, and that AGCL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that AGCL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/CONTRACTOR expressly agrees, acknowledges and understands that AGCL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives,

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releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

17 CONSEQUENTIAL DAMAGE:

Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-CONTRACTORS.

18 RISK PURCHASE:

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (AGCL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, AGCL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations AGCL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

19 INDEMNITY AGREEMENT:

19.1 *Except as provided hereof CONTRACTOR agrees to protect, defend, indemnify and hold COMPANY harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of CONTRACTOR's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.*

19.2 *Except as provided hereof COMPANY agrees to protect, defend, indemnify and hold CONTRACTOR harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of COMPANY's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not*

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said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

20 INDEMNITY APPLICATION:

The indemnities given herein above, whether given by COMPANY or CONTRACTOR shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

21 ROYALTY PATENTS:

Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods, which have not been imposed on the attending party by the terms of the contract or the specifications forming part thereof.

22 WARRANTY AND REMEDY OF DEFECTS:

22.1.1 CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.

22.1.2 Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

23 SUBCONTRACTING/ASSIGNMENT:

23.1.1 CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main

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services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.

- 23.1.2** Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

24 RECORDS, REPORTS AND INSPECTION:

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The CONTRACTOR shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's designated representatives with a daily written report, on form prescribed by the COMPANY showing details of operations during the preceding 24 hours and any other information related to the said services requested by the COMPANY whenever so requested. The CONTRACTOR shall not, without COMPANY's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

25 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

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

25.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

25.3 Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.

25.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

- However, the above obligation shall not extend to information which:
 - i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY;
 - ii) is lawfully becomes at a later date known to the public through no fault of CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;
 - iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;
 - iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;
 - v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

26 REMUNERATION AND TERMS OF PAYMENT:

26.1 COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of

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payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.

- 26.2 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by AGCL under any circumstances.
- 26.3 **MANNER OF PAYMENT:** All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 26.4 Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.
- 26.5 **INVOICES:** Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 26.6 CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.
- 26.7 CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 26.8 Payment of monthly invoices, if undisputed, shall be made within 30days following the date of receipt of invoice by COMPANY.
- 26.9 COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount maybe withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. 27.4 above.
- 26.10 The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.

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26.11 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:

- a) Audited account up to completion of the Contract.
- b) Tax audit report for the above period as required under the Indian Tax Laws.
- c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
- d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
- e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice.

26.12 CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

27 PAYMENT OF COMMISSION/ FEE/ REMUNERATION OF INDIAN AGENT / CONSULTANT/ REPRESENTATIVE / RETAINER/ ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):

- The Commission/fee/remuneration of the Indian agent/ consultant/ associate/ representative/ retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR, The amount of commission/ fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/AGCL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/ consultant/ representative/ retainer/ associate.

28 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI ETC.

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

The CONTRACTOR shall be required to submit the following documents/details to the Company:

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(i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).

(a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.

(ii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:

- 1) The furnished information is correct to the best of his knowledge.
- 2) In case any discrepancies or irregularities is/are noticed in this undertaking, then AGCL is free to inform the PF/ESIC Authorities.
- 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
- 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/Security Deposit may be withheld by AGCL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORs with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e. <http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify AGCL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

29 TIMELY MOBILISATION AND LIQUIDATED DAMAGES:

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, AGCL shall have, without prejudice to any other right or

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remedy in law or contract including sub clause (b) below, the right to terminate the contract.

- b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request AGCL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, AGCL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.
- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by AGCL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

30 FORCE MAJEURE:

In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared/undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

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

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Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the 'force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract]

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

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

31 SET-OFF:

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may be appropriated by AGCL and set-off against any claim of AGCL (or such other person or persons contracting through AGCL) for payment of a sum of money arising out of this contract or under any other contract made by the CONTRACTOR with AGCL (or such other person or persons contracting through AGCL).

32 WITHHOLDING:

COMPANY may withhold or nullify the whole or any part of the amount due to CONTRACTOR, after informing the CONTRACTOR of the reasons in writing, on account of subsequently discovered evidence in order to protect COMPANY from loss on account of:

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32.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.

32.2 Defective work not remedied by CONTRACTOR.

32.3 Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.

32.4 Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the CONTRACTOR.

32.5 Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.

32.6 Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.

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

- i) Order issued by a Court of Law or statutory authority in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.
- iv) Any payment due from CONTRACTOR in respect of unauthorised imports.

When all the above grounds for withholding payments are removed, payment shall thereafter be made for amounts so with-held.

32.8 COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against 33.2, 33.3, 33.6 & 33.7 above.

33 APPLICABLE LAWS:

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts

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situated in Dibrugarh (or the Place where the contract is executed) and Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract:

- a) The Mines Act 1952
- b) The Oil Mines Regulations, 2017
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- f) The Employees Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

Note: The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

34

LABOUR LAWS:

CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY'S Liability Act 1938, Employees' 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, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.

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- i)** No Labour below the age of eighteen [18] years shall be employed on the work.
- ii)** CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iii)** CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- iv)** CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- v)** If the CONTRACTOR 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 work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
- vi)** CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- vii)** CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- viii)** CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st 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 there under and the amount paid to them.
- ix)** Engineer in Charge 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 CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment 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

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justified by the terms of the Contract or non-observance of the said regulations.

The CONTRACTOR shall indemnify the COMPANY 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-CONTRACTOR.

35 STATUTORY REQUIREMENTS:

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, there under or any amendment.

36 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:

36.1.1 It will be solely the CONTRACTOR's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

36.1.2 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in AGCL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

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

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

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

37 POLLUTION AND CONTAMINATION:

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The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORS harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

- a) Damage to or loss of any reservoir or producing formation; and/ or
- b) Damage to or loss of any well; and/or
- c) Any other subsurface damage or loss; and/ or
- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

38 STATUTORY VARIATION/ NEWLY ENACTED LAW:

38.1.1 All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.

38.1.2 In the event of introduction of any new legislation or any 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 date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable 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 (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

38.1.3 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the

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amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.

38.1.4 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

38.1.5 Notwithstanding the provision contained in Clause-39.1.1 to 39.1.4 above, the COMPANY shall not bear any liability in respect of:

Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.

Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.

Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.

Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

38.1.6 In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.

Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.

38.1.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to AGCL and not applicable on taxes and duties on input (goods and services) towards such services.

38.1.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

39 SEVERABILITY:

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

40 COMMISSION OF MISCONDUCT/SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER/CONTRACTOR AND DEBARMENT THEREOF:

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Debarment Policy besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

41 SETTLEMENT OF DISPUTES:

41.1.1 Arbitration (Applicable for Suppliers/ CONTRACTORS other than PSU and MSME):

- 1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:**
- 2. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.**
- 3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.**

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4. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	AGCL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

5. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
7. Parties agree and undertake that neither shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).
9. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

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- (i) 20% of the fees if the claimant has not submitted statement of claim.**
- (ii) 40% of the fees if the pleadings are complete**
- (iii) 60% of the fees if the hearing has commenced.**
- (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.**

10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in the Fourth Schedule of the Act and such expenses shall be equally borne by the parties.
12. The Place/Seat of Arbitration shall be Dibrugarh, Assam or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.
13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
14. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

41.1.2 ARBITRATION (APPLICABLE IN CASE OF CONTRACT AWARDED ON PUBLIC SECTOR ENTERPRISE):

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.

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- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

41.1.3 ARBITRATION (APPLICABLE TO MICRO, SMALL AND MEDIUM ENTERPRISE)

- In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

41.1.4 CONTINUANCE OF THE CONTRACT: - Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this CONTRACT.

41.1.5 Exclusions

- Parties agree that following matters shall not be referred to conciliation or arbitration:
 - i) Any claim, difference or dispute relating to, connected with or arising out of AGCL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
 - ii) Any claim, difference or dispute relating to, connected with or arising out of AGCL's decision to comply with any order or directive of any statutory or government authority.
 - iii) Any claim which is less than Rs. 25 Lakh.

42 COMPLETION OF CONTRACT:

- 13 Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of defect liability, as provided for under the Contract, whichever is later.

43 TERMINATION:

- 43.1.1 Termination on expiry of the contract: This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period

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unless AGCL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

43.1.2 Termination of contract for death: If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY 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 CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

43.1.3 Termination on account of Force Majeure: Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.

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

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

43.1.5 Termination for Unsatisfactory Performance: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on Debarment list as per the Debarment Policy of AGCL .

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- 43.1.6 TERMINATION DUE TO CHANGE OF OWNERSHIP AND ASSIGNMENT:** In case the CONTRACTOR's rights and/or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- 43.1.7** If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORs being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.
- 43.1.8 TERMINATION FOR DELAY IN MOBILIZATION:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, AGCL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 43.1.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 44.1.1 to 44.1.8 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- 43.1.10 CONSEQUENCE OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.
- Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.
 - In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel & materials.
 - Demobilization charges shall not be payable by COMPANY in case of Article from 44.1.4 to 44.1.7.

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44 FAILURE BY THE SERVICE PROVIDER TO COMPLY WITH THE PROVISIONS OF THE CONTRACT:

If the CONTRACTOR refuses or fails to provide the Service or any part thereof with such diligence as will ensure its performance within the time specified in the Contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the Contract it shall be open to the AGCL at its option by written notice to the CONTRACTOR:

- (a) TO DETERMINE THE CONTRACT** in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the AGCL on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the Service then in progress, except such Service as the AGCL may, in writing, require to be done to safeguard any property or work or installations from damage, and the AGCL, for its part, may take over the Service remaining unfinished by the CONTRACTOR and complete the same through another CONTRACTOR or by other means, at the risk and cost of CONTRACTOR, and any of his sureties if any, shall be liable to the AGCL for any excess cost occasioned by such service having to be so taken over and obtained by the AGCL over and above the cost at the rates specified in the schedule of quantities and rate/prices.
- (b) WITHOUT DETERMINING THE Contract** to take over the Service of the CONTRACTOR or any part thereof and complete the same through other CONTRACTOR or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the AGCL for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such services having been taken over and completed by the AGCL.

44.1 In such events of Clause 45(a) or (b) above, the following shall be applicable:-

- (a) The whole or part of the Contract Performance Security** furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the AGCL to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid. The AGCL shall also have the right of taking possession and utilising in completing the services or any part thereof, such as materials, equipment and plants available at service site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- (b) The amount that may have become due to the CONTRACTOR** on account of service already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of Contract or from the taking over of the Service or part thereof by the AGCL

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as the case may be, during which period the responsibility for faulty material or workmanship in respect of such service shall, under the Contract, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the Contract to the AGCL under the terms of the Contract authorised or required to be reserved or retained by the AGCL.

44.2 Before taking any action as per Clause 45.1(a) or (b), if in the judgment of the AGCL, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the AGCL may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.

44.3 The AGCL shall also have the right to proceed or take action as per 45.1(a) or (b) above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favour of his creditors or any other person(s) or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the AGCL to give any prior notice to the CONTRACTOR.

44.4 Termination of the Contract as provided for in sub- clause 45.1(a) above shall not prejudice or affect their rights of the AGCL which may have accrued upto the date of such termination.

46. **CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 45:**

46.1 If in any case in which any of the powers conferred upon the AGCL by clause 45 thereof shall have become exercisable and the same had not been exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the AGCL putting in force the power under above sub-clause 45.1 (a) or 45.1 (b) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools and plants, materials and stores at the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the Service or any part thereof paying or allowing for the same in account at the Contract rates or in case of these not being applicable, at current market rates to be certified by the EIC whose certificate thereof shall be final, otherwise the EIC may give notice in writing to the CONTRACTOR or CONTRACTOR's Representatives requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice). Failure of any action by the CONTRACTOR for removal of material/tools/plant/store etc. within the

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period mentioned in notice of EIC, the AGCL shall also be entitled to recover handling and storage charges @5% of the estimated value of material tools/plant/store for each month or part of a month without relieving the Servicer Provider from any other related liability. In the event of the CONTRACTOR's failure to remove the same within a period of 6 months or as decided by the EIC, the EIC may take action for removal through auction or private sale on behalf of the CONTRACTOR and at his risk in all respects. The CONTRACTOR shall be liable to pay the AGCL the handling & storage charges per month or a part of the month from the date of serving the notice by the EIC to the date of removal of the materials by the AGCL plus overhead charges @ 15% of sale value of such materials. In case of negative or zero sale value, the overhead charges shall be applicable on the handling & storage charges. The decision of EIC w.r.t. such removal and the amount of the proceeds shall be final and binding on the CONTRACTOR.

47. ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per AGCL's DEBARMENT Policy. Moreover, AGCL reserves the right to take legal or any other action on the basis of merit of the case.

48. MISCELLANEOUS PROVISIONS:

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

48.2 CONTRACTOR shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation, public bodies and Companies as aforesaid and shall keep COMPANY indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

48.3 During the tenure of the Contract, CONTRACTOR shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, CONTRACTOR shall clear away and remove from the site any surplus materials; rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the COMPANY.

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- 48.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.
- 48.5 **DISCIPLINE:** - CONTRACTOR shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good international practice. CONTRACTOR shall maintain strict discipline and good CONTRACT among its employees and its SUB-CONTRACTOR's employees and shall abide by and conform to all rules and regulations promulgated by AGCL governing the operations. Should AGCL feel that the conduct of any of CONTRACTOR/SUBCONTRACTOR's employees is detrimental to AGCL's interest, AGCL shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehaviour, security reasons etc. while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of 30 working days to replace the person by competent qualified person at CONTRACTOR's cost.
- 48.6 **INDEPENDENT CONTRACTOR STATUS:** The CONTRACTOR shall act as an independent contractor performing the CONTRACT. The Contract does not create any agency, partnership, joint ventures or joint relationship between the parties. Subject to all compliance with the CONTRACT, the CONTRACTOR shall be solely responsible for the manner in which works are performed. All employees, representatives or sub-CONTRACTORS engaged by the CONTRACTOR in performing the CONTRACT shall be under the complete control of the CONTRACTOR and shall not be deemed to be employees of the AGCL and nothing contained in the CONTRACT or in any sub-CONTRACT awarded by the CONTRACTOR shall be construed to create any contractual relationship between any such employees or representative or Sub-CONTRACTOR and AGCL. CONTRACTOR shall be responsible for the acts, defaults or negligence of the CONTRACTOR, his agencies, servant or workmen.

END OF SECTION

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PART- II

SCOPE OF WORK

1.0 Brief Scope of Work

- a. Development of Web based GIS asset management system of PNG network integrated with desktop-based GIS software and mobile phone application.
- b. To capture the geo-reference coordinates of the grid wise PNG network of domestic and commercial consumers along with customer database.
- c. To capture details of the PNG/CGD pipelines network, with 5M both side corridor mapping for 11 Grid office locations of AGCL.
- d. All the pipelines laid shall be identified in GIS through geo-referenced coordinates.
- e. All features in the pipelines shall be mapped in GIS systems for investigations or future planning.
- f. The GIS based Asset Management Software should not be from an open source developed product, but the technology should be from the OEM only. Bidder to submit self-declaration in this regard. Bidder, found to have a Conflict of Interest to this clause, shall be disqualified in technical evaluation stage.
- g. The GIS Software should be from reputed OEM based proven industry standard Commercial Off-The-Shelf (COTS) technology and should exist in the market for at least past 7 years reckoned from the original bid closing date. OEM's self-certificate with proofs to be furnished along with the Technical Bid.
- h. The OEM software proposed by the bidder must have been used in any PSU/ government sector during last 07 years or more reckoned from the original bid closing date. Declaration from OEM of these experiences should be submitted by the bidder with the Technical Bid.
- i. The development team of OEM firm for the proposed software for any Technological changes (Development/Customizations/New Features additions) shall be available and operational in India in seven years from the date of the signing of contract. Certificate of incorporation to be furnished by the bidder with the Technical Bid
- j. GIS Server Software licensing should not depend on the cores of physical server or hardware (Core Independent licensing). The GIS server proposed should be minimum of 16 cores.

1.1.1 Details of Scope of work :

- A. Development of Grid wise PNG Network Maps of domestic & commercial consumers for project areas around 3200 Kms, however quantity may vary at the time of execution. The existing GIS data/maps (around 715 Km of steel pipeline and 1000 KM of PE pipeline data) which have already been developed shall have to be integrated with the new GIS software. The existing data is in KML/KMZ/Shp format.
- B. Natural Gas Pipeline system: Consisting of Natural Gas Steel Pipelines and PE pipelines along with all accessories used for transporting of Gas to domestic & commercial consumers.

1.1.2 Development of Grid Network MAP for Project Area

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A.1 Purchase HRSI (High Resolution Satellite Images) for the project area

- a. The Contractor shall procure 0.5m Ortho-rectified High Resolution Satellite Image (HRSI) from NRSC (National Remote Sensing Centre) for the project area/Area of interest.
- b. The imagery should be latest image (Not more than 6 months old reckoned from the commencement of work).
- c. The original procured HRSI image shall be the property of AGCL along with all necessary original documentation and metadata.
- d. The party shall perform all the activities/ formalities to acquire images from NSRC. However, AGCL will provide necessary official communication to the party in this regard if required.
- e. Cloud free Satellite imageries shall be procured for the following upper assam CGD network areas:
 1. Golaghat district of CGD area
 2. Jorhat district of CGD area
 3. Sivasagar district of CGD area
 4. Dibrugarh district of CGD area
 5. Tinsukia district of CGD area

A.2 Processing of High-Resolution Stereo Satellite images

- a. Establishing ground control point through DGPS (Differential Global Positioning Systems) having accuracy of ± 10 mm and at interval of 0.5 km.
- b. Minimum 10 hours observation to be required for establishment of Base Station and it will also connect with IGS Station.
- c. GCP also required for Geo-rectification of Satellite Imagery. (Minimum 1 GCP required for every 500 M)
- d. Geo-rectify the Satellite Image as per GCP.
- e. Feature Extraction from Satellite Image for preparation of Base Map (For AOI): Extract the various features like Road central line, Road Edge, other ground features within the project area like permanent structures, trees, land use pattern along the route.
- f. Preparation of Base Map for pipeline corridor of Network area.
- g. Incorporate the administrative data / map such as District/Taluk/Village details, Roads (NH, SH & other major/minor roads), Police station, Hospital, Schools details etc.
- h. Supply, installation, testing & commissioning of Desktop GIS Software for addition/deletion/ editing of new GIS data in cloud server.
- i. In the proposed software there should be features for adding existing GIS data/map already developed in new GIS data/map.

B. For Natural Gas pipeline system:

- a. Survey of Underground Natural Gas pipeline using GPR, EPL & ETS Instruments or any other suitable equipment.
- b. Preparation of GIS based Natural Gas pipeline of domestic customers Network Mapping with 5M Corridor Map.
- c. Identify the Gas pipeline POI (Point of Interest), route corridor along with installations such as PRS station, terminals, SVs, IPs, meters etc. Geospatial features of the area so as to visually represent the geographical locations.
- d. Total length of Pipeline, TLP location, TR unit, vulnerable point, valve etc (PRS, T-point, interconnect point etc) and Anode bed should be shown in GIS

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MAP.

- e. Providing of pipeline Point-of-Interest (POI) information along the pipeline Right of Use (RoU) notification number such as Turning points (TP), CP Test Lead points (TLP), Sectionalizing Valves, Pipeline Stations/Offices, and Pipeline Crossings etc. on top of the map.
- f. Identify and mapping of Pipeline diameters in Steel/TP/CGD PE.
- g. Identification and mapping of Depth Ground Level and Coordinate in every 10M interval along with the Pipeline.
- h. Identify the chainage and show in map every 20M interval.
- i. Preparation of detail map with 5m both side from the centre of the existing Natural Gas Pipeline and show all features like Road, Water Bodies, Land use, habitation, EHV network, habitat area, building footprint, Dhaba, Restaurants, Industries, workshops, Forest Land etc.
- j. Ground truthing is required for the preparation of above map.
- k. Preparation of alignment sheet and drawing.
- l. Convert all maps in GIS platform.

1.2 Functional Requirements- The software functions mentioned table below should be either fully compliant or complied with customization. The bidder must fill the compliance column in the table below with compliance FC (Fully Complied) or CC (Customised Compliance) as applicable. In case of CC, bidder must submit the details about customization in a separate explanation sheet as separate Annexures. In case of failure of Bidder to comply any functional requirement(s) during execution stage, Owner shall have right to deduct penalty on pro rata basis against the non-compliance.

Sl. No.	Functional Requirement	Compliance (FC/CC)
1.	Solution should be able to map and display the spatial data of the asset on the map of area serviced by Assam Gas company limited.	
2.	The system should be able to integrate the newly added maps of new pipeline activity with the existing data/maps and provide seamless integrated view to the Users	
3.	The system should enable to easily access base map services like Google, Bing, Open Street etc. These base maps should work seamlessly with mobile, web & desktop platforms.	
4.	The system should allow zoom-in and zoom-out facility to the Users on the GIS map	
5.	The GIS system should be capable of mapping the incidents of leakages on the GIS maps with some description information (typically entered by User) related to the incident	
6.	<p>System should have a Gas distribution data model to meet the requirement of City Gas Distribution systems. Solution should use the industry specific data model, having a family of configurable models and a set of sophisticated tools designed to provide a highly efficient asset management solution for gas distribution.</p> <p>System should be able to display the following information not limited to</p> <ol style="list-style-type: none">1. Pipeline locations and coverages2. Thematic of Pipelines in terms of type, manufacturer, thickness, etc.3. Soil data - Type, Water Content, pH4. Landmarks -Schools, Fire stations, Hospitals, Police Stations, BBMP and State Offices5. Buildings - Residential, Commercial, Industrial etc, Road Network and Customer Data. <p>The solution should support user-friendly applications for map centric field data collection, form-based surveys and maintaining field crew workforce, etc.</p>	

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Sl. No.	Functional Requirement	Compliance (FC/CC)
	GIS ready maps highlighting the above assets and points of interest shall be provided by Assam Gas	
7.	The solution shall support safety, operational management and regulatory compliance by identifying different types of zones and their respective areas of Responsibilities. For example, following objects shall be required: Zone, Assigned Service Territory, Crew Area, Macro Survey Region, Service Area, Service Territory.	
8.	The solution shall support regulatory reporting obligations with the ability to produce information within the GA boundaries. The solution shall also define the organization hierarchy and grouping of assets and their association to the respective hierarchy level.	
9.	System should have a capability to Group layers which can help organize related kinds of layers in a map like Gas data set layers and Land base layers , Boundaries layers etc and can be used to define advanced drawing options . Group layers will enable turning off the visibility of a group which will turn off the visibility of all its component layers. For example based on the GA boundary complete asset details, Land base - type of buildings , and customer counts , category can be seen. An asset may belong to a number of different organizational structures. For example, an asset can belong to a regional structure (geographic group), to a service territory (maintenance group) and to a sales territory (a market group), all at the same time. These hierarchical structures shall be definable as per organization needs.	
10.	User should be able to view the total length of Steel and MDPE pipes used in overall pipeline network and also in any specific area selected by the User on the GIS map. This information should be displayed in different colours for easy identification	
11.	User should be able to view the pipeline characteristics (like thickness etc.) used in any specific area selected by the User on the GIS map	
12.	User should be able to view the valves, PRS, MRS, DRS etc. used in overall pipeline network and also in any specific area selected by the User on the GIS map	
13.	The application should allow the Users to select an area on the GIS map and zoom in that selected area on the map to view the customer details. When User selects a particular area on the map he should be able to view the total number of Customers of each category in that area in a popup window	
14.	User should be able to view the type of buildings in overall pipeline network and also in any specific area selected by the User on the GIS map. Following is the classification of buildings: <ul style="list-style-type: none"> · Residential · Commercial · Both Existing Customer's premises should be displayed in different colour in the map from other residential buildings	
15.	When a User selects a particular building / house / commercial location the system should display the following information for that User: <ul style="list-style-type: none"> · Type of building · In case of apartments, total number of Customers in that building etc. 	
16.	User should be able to view hospitals close to the network in overall pipeline network and also in any specific area selected by the User on the GIS map. When User selects a particular hospital following information should be displayed to the User in a popup window <ul style="list-style-type: none"> · Hospital name · Contact number · Number of beds · Trauma centre (yes / no) 	

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Sl. No.	Functional Requirement	Compliance (FC/CC)
	<ul style="list-style-type: none"> Burn ward (yes / no) 	
17.	<p>User should be able to view fire stations close to the network in overall pipeline network and also in any specific area selected by the User on the GIS map. When User selects a particular fire stations following information should be displayed to the User in a popup window</p> <ul style="list-style-type: none"> Fire station name Contact number Number of fire tenders 	
18.	<p>User should be able to view police stations close to the network in overall pipeline network and also in any specific area selected by the User on the GIS map. When User selects a particular police stations, following information should be displayed to the User in a popup window</p> <ul style="list-style-type: none"> Police station name Contact number 	
19.	<p>User should be able to view schools close to the network in overall pipeline network and also in any specific area selected by the User on the GIS map. When User selects a particular school, following information should be displayed to the User in a popup window</p> <ul style="list-style-type: none"> Name of the school Contact number 	
20.	<p>User should be able to search the following information (wherever available) in the GIS application</p> <ul style="list-style-type: none"> Customer ID Asset ID Hospital name Fire station name Police station name 	
21.	<p>GIS solution should provide an industry standard data model for Gas distribution utility. It should consist of Principle components of the gas system are pipes (mains and services), devices which control and regulate flow in those pipes, fittings that join pipes, and metering equipment that measures the flow of gas within pipes. It should have components of the gas distribution system which shall be grouped into general, logical categorization:</p> <ul style="list-style-type: none"> Devices and Facilities Pipes and Maintenance Cathodic Protection <p>Additionally, the data model should allow extensions to existing model or add new data model objects if required.</p>	
22.	<p>GIS Based gas solution system should include highly scalable, extremely fast, indexed search engine, it should index attributes from multiple map and feature services for fast, intuitive searches across million items. The solution shall support industry standard load balancing techniques and technologies for scalability.</p> <p>The solution shall support HA designs and shall be flexible in terms of defining system performance and uptime.</p> <p>The GIS Solution should support deployment in clustered environments: Active-Active, Active-Passive.</p>	
23.	<p>The GIS Solution should offer robust database that allows extending supplied data model for specific deployment.</p> <p>The database should be included in GIS Solution without additional cost for Database licenses.</p>	

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Sl. No.	Functional Requirement	Compliance (FC/CC)
24.	GIS solution should be compliance to Open Geospatial Consortium (OGC)	
25.	User should be provided with in-built measurement tools to measure line length, area etc.	
26.	GIS solution should be easy to use and should allow display of the related properties maintained in the database of selected object.	
27.	GIS solution should have a capability to direct data access, complex data transformations and import and export capabilities, it should be able to use any standard GIS data regardless of format. User shall be able to directly read, display, and analyze this data using GIS tools.	
28.	GIS tool should provide a standard for core gas network editing and facilities management capabilities. Out-of-the-box functionality should include the ability to manage network infrastructure, produce maps, perform network tracing, and develop sophisticated applications using industry-standard development tools and languages.	
29.	GIS Solution should have a capability to view/import data in CAD format. It should support CAD-like tools for creating and manipulating geometry features within the platform.	
30.	System should have out of box QA/QC tool to ensures database integrity and validates features based on coded domain values, range domain values, connectivity rules, relationship rules, contingent validity rules, and the user's custom validation rules. It shall be used to validate, maintain, and improve the integrity of gas distribution data. It should support out-of-the-box configurable checks that will validate your data automatically.	
31.	System shall have the capability to validate the existing and new datasets against the various business rules checks to maintain the integrity of data sets. It support various checks like: Database validation checks, Table checks , Spatial Parameter Evaluation Checks , Default Checks , topology checks ,Duplicate geometry checks , Polygon/polyline checks ,Feature on Feature checks and Advance checks. Like : All Pipeline should be connected with fittings and valves. Find the pipelines having same geometry and collocated . etc.	
32.	GIS Solution shall have capability of automatic schematic generation for Gas network dataset, which will enables users to automatically generate, visualize, and manipulate diagrams from network data or data that has attributes for relationships.	
33.	The solution shall have the ability to refresh the schematic representation without having to completely regenerate it in the GIS.	
34.	GIS system shall allow user to see the same set of network features in different graphical representations such as geographic and schematic. The solution shall have the ability for manipulating schematic nodes and links by the user in order to improve the schematic representation of the network. The initial layout of schematic objects is generated by the schematic engine but users shall be able to adjust the positions of nodes and links as required.	
35.	Solution shall have dynamic Interaction with GIS and provides high quality, reliable results and up-to-date representations of the network for Gas network. The Solution shall enable symbology driven by attributes in database, preventing discrepancies between the schematic and the database. It should support Customizable Algorithms and support for users to manage both spatial and nonspatial data	
36.	System should have a robust visibility management system with zoom based display of features and feature classes. For example, at GA level user should be able to view fewer details and at area level should be able to see pipeline,	

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Sl. No.	Functional Requirement	Compliance (FC/CC)
	valve, etc details	
37.	<p>System should allow management of features in multiple feature classes which should be editable in a versioned and multi-use environment. The system should also enable users to link/attach additional documents and engineering diagrams for viewing.</p> <p>Additionally it should support abstraction to store internal details of boundary objects like regulating stations with seamless interaction between geographical and abstracted world to create a connected network. For ex. User shall be able to update the status of valve in regulating station and gas network trace shall reflect the change in the trace results.</p>	
38.	Business rule manager to manage database triggers and quality control checks to ensure only quality data as per utility standards shall only be able to be inserted in the database. For ex. System should not allow high pressure pipe to connect to low pressure pipe without any transition fitting in between.	
39.	A common functionality to link documents / pictures to assets – e.g. a maintenance instruction manual, a snapshot taken in field after installation, customer signed forms for installation completion.	
40.	<p>GIS system should have a fast and easy editing via Attribute Editor and features list to store the templates for faster collection of data via templates and composites favourites. It will help users to ensure that identical records can be created consistently.</p> <p>Additionally, the user shall be able to create templates representing multiple object and use the template for creating multiple connected objects with fewer clicks.</p>	
41.	Creating / updating themes for managing set of objects/layers together for map visibility / different colour / style / symbology	
42.	<p>Should have ability to maintain different versions of data base with posting / merging functionalities for data updation by multiple users.</p> <p>Additionally should support conflict detection when multiple people edit/update same record.</p>	
43.	Simple and advanced query and search facilities with either script or SQL.	
44.	Importing Land base and network data in the GIS environment.	
45.	Report Generation Tools. A business user shall be able to connect to proposed GIS, other standard GIS databases as well as other enterprise system databases (Oracle, SQ Server) and flat file databases like excel, csv etc. without any data extraction or loading.	
46.	Report Generation Tools. Business User shall then be able to define its own Business logic to combine data from different sources and create required Report without any need for development/coding.	
47.	Interfaces to standard Hydraulic / Network Analysis Tools like SynerGEE etc.	
48.	<p>The solution shall support providing the GIS information to the analysis engine (like SynerGEE) and viewing of analysis results (Network Analysis and Hydraulic calculation results) in GIS interface.</p> <p>The system shall be able to perform simple hydraulic network calculations within the GIS system. Utility may provide the formula to calculate the outlet pressure based on the parameters including inlet pressure, length of the pipe, inner diameter of the pipe, gas flow (cubic volume per time unit), viscosity and the gas density.</p>	

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Sl. No.	Functional Requirement	Compliance (FC/CC)
49.	GIS system shall provide customized plot templates for different sizes of plot layouts. And it should provide the printing /plotting facility for the users on templates chosen and accepted by <CGD Company Name>. System to allow <CGD Company Name> system administrators to create <CGD Company Name> specific templates on their own.	
50.	System should allow plot Series creation for map books and construction job sheets.	
51.	Authorization based on geographic areas. Rules can be imposed to enable users to work with the geographic areas and data that they are responsible for and no others.	
52.	Standard Designing and Workflow Management Tool with easy to use design layout tools, Bill of Material(BoM) generation and cost estimation, Reporting for streamlining the entire design process and making it easier for users to “design to standards” and “build to design”.	
53.	Ability to track changes made to GIS objects during the standard creation and maintenance cycle and automatically track and store information related to changes such as type of change, change description, user who has done the change, and the time of change.	
54.	Ability to maintain and view an object's Event History (Leaks, Work Orders, Maintenance, Coating etc.) information. One should be able to select the objects for which he/she want to view the Event History information either by selecting them in the map view or from the list. User shall also be able to flash the selected objects in the map view for easier graphical identification.	
55.	The GIS solution should have a ready provision so that it can be easily integrated with other systems such as Network Analysis, Customer Care, Customer Information and Billing and SCADA.	
56.	Should provide functionality for configurable Network tracing and analysis for e.g. pipeline, valves, fittings etc as well as with constraints like: Pressure Tracing , Connected tracing , Valve Isolation and Cathodic Protection Tracing	
57.	In built QA/QC tools for Gas distribution network and Landbase.	
58.	Capability to maintain Cathodic Protection (CP) network in GIS. CP Network combined with tabular CP information should be used to create Pipe condition reports and also to perform down section analysis. CP Sections should be displayed thematically on map based on the pipe condition of the CP network.	
59.	Valve Closure Analysis: GIS should have the functionality for the identification of valves that needs to be closed for the isolation of leak location. GIS must be Capable of identifying the pinch points (squeeze locations) to isolate gas supply to a point in the distribution network while minimizing the number of customers being affected.	
60.	Provision to maintain history of squeeze locations in GIS.	
61.	Gas Outage Analysis: GIS should be capable of identifying customers impacted by the planned and emergency outages so that the customers can be informed through email or phone about such outage.	
62.	The system shall consider looped networks to correctly identify the valves that needs to be closed to isolate a network location and shall be capable of reporting only the upstream valves.	
63.	User shall be able to override stop criteria and specify a list of valves (un-operable, un-accessible etc.) to be bypassed.	

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Sl. No.	Functional Requirement	Compliance (FC/CC)
64.	User shall be able to run outage analysis for planned outage and save the results of analysis. The system shall be capable of managing the planned outage workflow – analysis, planning, sending notifications, isolating network in field, performing work, network back to normalised state, verification of all affected customers restored, closing the outage and keeping the record for reporting and future use.	
65.	Provision to capture gas leaks in to GIS and use this data to run analyses and queries of data. This information must be used to risk manage gas distribution network repairs and maintenance.	
66.	Capability to capture all events related to asset condition in GIS for risk ranking and prioritization of asset repair/replace.	
67.	Capability to maintain soil data and environment contaminants data in GIS and then use this for route planning and risk management.	
68.	Capability to maintain Inspection objects in GIS for scheduling inspection, recording maintenance and inspection information and reporting about gas mains and service lines.	
69.	Capability to use GIS for creating mains and service pipes summary information such as behind schedule, due for inspection, and completed activities and should thematically show this information on map.	
70.	Compliance Management: GIS should be able to define and schedule compliance inspection activities, which can, in turn, help to identify remedial and maintenance requirements.	
71.	Report on Customer Usage: Ability to view and query gas consumption figures for an area or section of the network. These figures can be used, for example, to help to plan for network enhancements and increase efficiency The system shall enable user to perform range of queries including: <ul style="list-style-type: none"> · Customers supplied within the area of a Trail, showing a summary of Customer Accounts and their usage for that area. · Usage at Meters. · Customers between two designated points (along a gas pipeline, providing a summary of Customer Accounts as a Grand Total and as sub-totals by customer type). · Viewing usage data for all customers on the selected gas supply system. 	
72.	The solution shall provide tools for recording, reporting and analysis of gas leak data and the associated network.	
73.	The system shall be able to identify leak clustering along gas mains.	
74.	The system shall be able to identify CP Sections where leakage is an issue	
75.	The solution shall support staff efficiency by providing route planning capabilities.	
	Leak Management	
76.	The solution shall support leak auditing by providing the ability to visualise survey results	
77.	The solution shall support asset integrity and auditing by associating survey results with sections of pipe surveyed.	
78.	The solution shall support verification of patrol completeness by supporting reconciliation of the route travelled with the planned route.	
79.	The solution shall support operational maintenance by capturing the details of maintenance activities, including the location and section of pipe involved. Activity examples include camera inspections and repairs. The details of historical operation maintenance shall be maintained in GIS database for future reference.	

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Sl. No.	Functional Requirement	Compliance (FC/CC)
80.	The solution shall support risk assessment and asset integrity by enabling analysis to be performed on past events & maintenance activities (including inspections and repairs) and their locations.	
81.	The solution shall support asset integrity by associating work orders with the related asset.	
82.	The solution shall support identification of potential maintenance needs by providing the capability to import user inputs from mobile application. Field user shall be able to redline and upload the results to the desktop GIS and the desktop user shall be able to overlay and reference this information and commence managing a new maintenance design.	
83.	The solution shall support reporting on survey results outside tolerance which can then be used to create respective work orders for the maintenance of assets.	
84.	The solution shall support regulatory compliance by maintaining the Last Surveyed Date of each pipeline segment and critical assets. This shall then be utilised to report on assets where scheduled maintenance not conducted.	
	<u>Integrity Management</u>	
85.	The solution shall support Mains Replacement and Operations by providing a current understanding of the infrastructure state.	
86.	The solution shall support the management of asset integrity with the ability to identify pipeline sections and related data. Examples of related data include pipe material, date of installation, joint locations, welding/fabrication, insertion direction, and stopple tee.	
87.	The solution shall support public and staff safety around subsurface utility information. This requires an understanding of data confidence. Examples are unknown pipe depth due to As-Laid records being unavailable, default (dummy) installation dates.	
88.	The ability to display the identified risk rating of assets (e.g. pipes with a higher likelihood of failure)	
89.	The ability to display the assets where third party work is being undertaken on or near Utility assets (e.g. user shall be able to mark the third party encroachments and the same shall be utilised for the integrity analysis).	
90.	The solution shall support data integrity by providing automatic connectivity relationships between all network assets. For example, the solution must be able to <ul style="list-style-type: none"> · Maintain the connection between a meter and the related main · Create the cathodic protection network and associate it with a section of pipeline network · Associates casing with the pipeline where applicable · Maintain the exposed pipeline sections and utilize it for integrity reporting 	
91.	The solution shall support the PNGRB Integrity Management guidelines and the CGD Integrity model to be devised by the company. The solution should be flexible to allow easy mechanism for the Integrity Management user to update the integrity model as per the changing needs and additional information being made available with time.	
92.	As per the PNGRB guidelines, the CGD shall minimum maintain and consider the following information for deriving the integrity of each pipe segment. The system shall be capable of either maintaining or fetching the following information and using the same for the Integrity management report per pipe segment: <ul style="list-style-type: none"> • Internal & External Corrosion 	

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Sl. No.	Functional Requirement	Compliance (FC/CC)
	<ul style="list-style-type: none"> • Stress Corrosion Cracking • Manufacturing defects - defective pipe/seam • Welding/Fabrication <ul style="list-style-type: none"> ✓ Defective Pipe Girth Weld ✓ Defective Fabrication Weld ✓ Wrinkle Weld or Buckle ✓ Stripped Threads/broken pipe/coupling failure • Equipment failure <ul style="list-style-type: none"> ✓ Gasket O-ring Failure ✓ Control/Relief equipment malfunction ✓ Seal pump packing failures • 3rd Party Damage • Rat bites • Electric Arching • Weather or external factors related failures <ul style="list-style-type: none"> ✓ Weather ✓ Lightning ✓ Heavy Rains/Flood ✓ Earth Movements ✓ Soil Condition ✓ River Bed Movements <p>The possible sources of above information could be:</p> <ul style="list-style-type: none"> ✓ GIS system ✓ Inspection Reports (GIS and SAP) ✓ CP system Reports (GIS and SAP) ✓ Incident investigation & root cause ✓ Opportunity based excavation & inspection ✓ Repair or Maintenance activities (GIS and SAP) ✓ Operational Data ✓ Risk register identified during design, construction, operation, surveillance, patrolling ✓ Construction & Maintenance records - method of construction, test and inspection data (GIS) 	
93.	GIS system shall support administration module that lets administrators to add, update, manage user, Content Sharing and capability to build various GIS applications.	
94.	The Solution shall have capability of integration on data base level or the Rest based service integration. GIS system shall support the service-based integration architecture. GIS system should have features to integrate with our existing SCADA system which version is 5.5.	
95.	GIS System should have database supplied as part of solution.	
96.	GIS System should support Google Maps integration in desktop, web and mobile platforms.	
97.	GIS System should be able to manage details of pipeline but also support modelling confined spaces and detail layout of these like regulating stations, City Gas Stations, telemetry cabinets etc.	

1.3 Workforce Management Mobile Application

Sr. No	Description	Compliance (FC/CC)

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Sr. No	Description	Compliance (FC/CC)
1.	The solution shall support field operations by allowing staff to view GIS data and data from other systems like SAP-ISU on mobile devices to support utility business processes. Proposed solution shall provide SDKs to build and deploy native applications on a variety of popular platforms and devices including Android, iOS, Java, .NET, QT etc.	
2.	The user interface should be simple, intuitive and usable, and adaptive to different screen sizes. The mobile solution / application shall be supported on all iOS, Android based mobiles / tablets	
3.	Mobile solution shall be based on standard technology and data transfer protocols, for the purposes of Asset creation / construction / as-building processes Navigation General offline GIS search, query and view functionality	
4.	Data edit/capture including GPS, redlining, attribute updates, and the creation or adjustment of simple geometries	
5.	Support the capture of photos, voice or video, signature etc.	
6.	Posting changes to a staging environment for QC and conflict resolution.	
7.	Opportunistic data capture including the uploading of results to GIS and SAP where applicable	
8.	Mobile solution should have updated information of the asset available and will provide the interface to update the asset information too. The Basemaps should be available both online and offline and should be part of the enterprise -GIS platform. System shall have function to work with Basemap, including collecting and redlining the data, in the same way as when system is connected online.	
9.	The data exchange between mobile device and the mobile server shall be on a secured protocol using SSL, HTTPS or SFTP.	
10.	The mobile solution shall support full off-line viewing and editing of the gas network via configurable business processes. All field user changes to the network shall flow back into main GIS system through structured quality checks and approval processes. Approved changes to the network shall be delivered to the mobile devices through a true incremental process to minimise the mobile-data & storage requirement for the download of incremental data and storage in Mobile device.	
11.	The solution shall support field operations by allowing staff to edit GIS data on mobile devices through structure workflows such as ad-hoc data update, design validation etc.	
12.	The ability to create, update, save data captured in the field on a mobile device (e.g., an iPhone/tablet/Android) in an 'off-line' mode. The data saved/submitted by user while working offline shall synchronise with GIS when the connection is available without any user intervention.	
13.	The mobile user shall be able to set a username and password that shall be utilised to authenticate the user	

1.4 Cloud Infrastructure

Purchase, supply and implementation of Cloud based services: Procurement of Cloud services for smooth functioning of the GIS software and all the payments

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required for the same to the Cloud service (MEITY Approved) provider for a period of 3 Years is within the scope of the Contractor.

After the initial period of 3 years of Cloud services, at Clients discretion, the period of Cloud services can be extended periodically. The payment for such extended periodic Cloud services shall be reimbursed by the client upon production of receipt, however all administrative, logistic and liaising support shall be provided by the Contractor. The contractor shall have to arrange to visit physical location of cloud server to AGCL personnel.

Specifications for hosting GIS asset management system:

Sl. No.	Server	OS	CPU	Cores	RAM (GB)	SSD (GB)	SAN (GB)	Graphics Card	Remarks
1	TCS Server	Windows 2019	3.5GB or better	4	16	500	500		TINT, Couchbase and Sync Server
2	TAR Server	Windows 2019	3.5GB or better	2	8	500			Trace Adapter and Rabbit MQ
3	ME Server	Windows 2019	3.5GB or better	4	16	500			Mobiule Enterprise
4	MDB Server	Windows 2019	3.5GB or better	2	8	500	200		Post Card or Oracle Server
5	VMDS Server	Windows 2019	3.5GB or better	8	32	500	500	32MB	VDMS, DSST and Job Server
6	App Server	Windows 2019	3.5GB or better	8	32	500		32MB	Desktop and GSA-P Server
7	Web Control Node	RHEL 8.x	3.5GB or better	4	16	500	500		Master, NFS
8	Web Worker Node	RHEL 8.x	3.5GB or better	12	48	500			Web, SSM

1.5 Training:

The Party should conduct Training program for officers & staff of AGCL on the developed system. The training should be **imparted in batches of 10 persons per batch for 3 days** at AGCL Duliajan.

1.6 Warranty:

The party will provide comprehensive warranty of the GIS system for 36 months from the date of successful commissioning of the system to maintain the system for required uptime and other services for normal operation. All the supplied software licenses shall have lifetime validity in the name of AGCL and shall be covered under back-to-back OEM support for the warranty period.

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1.6.1 Penalty Terms

Definition:

- a. **Incidents:** Any hardware or software related failure/ malfunctioning in the solution.
- b. **Service Request:** Any operational/administrative job assigned to the Service Engineer by AGCL.
- c. **Non-Availability:** The GIS system service(s) is not available.
- d. **Partially Down:** The GIS service is available but there is failure in any of the hardware/software component of the solution which results in loss of redundancy/high-availability or loss of any features/services which otherwise would be available.
- e. **Response Time:** Represents the period of time from the problem occurrence to the time when the problem is first attended by the Vendor.
- f. **Resolution Time:** Represents the period of time from the problem occurrence to the time in which the root cause of the problem is removed and a permanent fix has been applied to avoid problem reoccurrence.
- g. **Planned/Scheduled Downtime:** Planned/Scheduled downtime shall be mutually decided by the vendor and AGCL for preventive maintenance, scheduled maintenance, infrastructure problems or any other situation which is not attributable to vendor's (or Service Provider's) failure to exercise due care in performing vendor's responsibilities.
- h. **Up-time Calculation:** Up-time for the solution shall be calculated using the following formula:

$$\left[\frac{\text{Actual Up-time} + \text{Scheduled Downtime}}{\text{Total Hours}} \right] \times 100$$

Where

"Actual Up-time" means, of the Total Hours, the aggregate number of hours in any month during which the GIS system, is actually available for use, i.e. (Total Hours - Downtime)

"Scheduled Downtime" means the aggregate number of hours in any month during which each system is down during Total Hours, due to preventive maintenance, scheduled maintenance, infrastructure problems or any other situation which is not attributable to vendor's (or Service Provider's) failure to exercise due care in performing vendor's responsibilities.

The downtime for scheduled maintenance (patch application, upgrades - OS, GIS, database etc.) would need to be mutually agreed between AGCL and the vendor.

"Total Hours" means the total hours over the measurement period i.e. one month (24 * number of days in the month).

1.6.2 In case of default by the bidder, penalty will be imposed as follows:

i) **Penalty Type-I:** Failure to meet resolution time requirement shall attract penalty calculated as per the following:

For partially down: 0.5 % of monthly fee of comprehensive warranty charges per additional day since the expiry of maximum resolution time allowed.

ii) **Penalty Type-II:** Failure to meet uptime requirement shall attract penalty calculated as per the following:

5% of comprehensive warranty charges for less than 99%

7.5% of comprehensive warranty charges for less than 98%

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10% of comprehensive warranty charges for less than 97% where comprehensive warranty charges is the monthly fee due for the month of occurrence of the same.

iii) Penalty Type-II will be levied only in case of entire system non-availability.

Penalty Type-I and Penalty Type-II are mutually exclusive and only one of them will be applicable for a given period.

iv) Penalty Type-III: In case vendor's service engineer does not report to duty and no substitute is provided, 3.33% of monthly fee per day will be deducted from the monthly fee.

v) Total Penalty for any month is the sum of Penalty Types -I, II, III.

vi) The above penalty terms will become effective immediately from the date of starting of comprehensive warranty.

1.7 Annual Maintenance work (AMC):

The AMC work may be assigned to the successful bidder after successful completion of the warranty period of 36 Months.

1.8. DELIVERABLES

- i) Bill of materials with specification.
- ii) Detail design document.
- iii) Layout diagram.
- iv) All the maps will be delivered in CAD, PDF etc format as well as GIS format in soft copy in 3 set.
- v) All the maps of Natural Gas Pipeline network should be plotted in 1:2500 or higher map scale and submit 3 set of hard copy.
- vi) Testing and commissioning Report.
- vii) All Geo-coordinate data should be given in KML/KMZ & shape file format.
- viii) All the required licenses details along with cloud server details has to be submitted.

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PART-III

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL

1.1 Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Specifications of Work as per Terms of Reference, Drawings and other documents forming part of this contract wherever the context so requires.

1.2 Notwithstanding the sub-division of the documents into these separate parts 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 in so far as it may be practicable to do so.

1.3 Where any portion of the GCC is repugnant to or at variance with any provision of the SCC, then the provision of the SCC shall be deemed to override the provisions of the GCC and shall, to the extent of such repugnance or variations prevail.

1.4 Wherever it is mentioned in the specifications that the contractor shall perform certain works or provide certain facilities, it is to be understood that in addition to the items supplied by the company, the contractor shall do so at his own cost, being deemed to be part of the relevant item in the schedule of Rates (SOR) whether specifically stated or not.

2.0 EFFECTIVE DATE, DATE OF COMMENCEMENT OF CONTRACT AND COMPLETION TIME

2.1 The contract shall become effective as of the date notifies Contractor in writing through LOI. This date shall be treated as the effective date of commencement of the contract.

2.2 MOBILISATION TIME:

The mobilization of equipment, personnel etc. should be completed by Contractor within **10 days** from the date of issuance of the LOI from AGCL. Mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the nominated location in readiness to commence the Work as envisaged under the Contract duly certified by the Company's authorized representative.

2.3 DATE OF COMMENCEMENT OF CONTRACT:

The date of commencement of contract will be as notified by Company by issuing LOI.

2.4 TIME OF COMPLETION OF ALL FIELD WORKS:

2.4.1 Initially a LOI will be issued to the Contractor. The Contractor shall mobilise within 10 days from the date of issue of LOI for the work. Time of completion of the works shall be as mentioned in the LOI /Work Order.

2.4.2 Timely completion of the work will be the essence of the Contract. No

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extension of time will be given except under "FORCE MAJEURE" condition.

3.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:

3.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel as quoted by them to perform the work correctly and efficiently.

3.2 The Contractor should ensure that their personnel observe company' applicable rules and statutory safety requirements. Upon Company's written request, contractor, entirely at its own expense, shall remove immediately; any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company.

3.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel. Company shall have no responsibility or liability in this regard.

4.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

4.1 All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be Dibrugarh, Assam. The award made in pursuance thereof shall be binding on the parties.

5.0 NOTICES:

5.1 Any notice given by one party to other, pursuant to these tender conditions, shall be sent in writing or by e-mail or Fax and confirmed in writing to the applicable address specified below:

Company:

The Managing Director
Assam Gas Company Limited
PO - Duliajan
Dist.- Dibrugarh
Assam-786602, India
Fax No. 91-0374-2800557
E-mail: info@agclgas.com

Contractor:

Mobile No.
E-mail:

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

5.0 LIQUIDATED DAMAGE:

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In case of delay in completion within the stipulated period, then, unless such delay is attributed to Company, or in Force majeure conditions, there will be reduction of contract value @ 0.5% per day of delay or part thereof subject to maximum of 7.1/2% of contract value.

6.0 PAYMENT & INVOICING PROCEDURE:

6.1 PAYMENT TERMS

The Company will make payment to the Contractor as provided here under:

- a) No mobilization advance shall be paid.
- b) 20% of the contract value (Excluding comprehensive warranty amount) will be released after successful completion of 50% field survey work and development of Grid network Map.
- c) 30% of the contract value (Excluding comprehensive warranty amount) will be released after successful completion of 80% field survey work and data integrated with the MAP.
- d) 40% of the contract value will be released (Excluding comprehensive warranty amount) after successful completion of entire project (100%) including Survey, deliverables, Training, commissioning, hosting on cloud & Go live etc.
- e) Remaining 10% on contract closer (Excluding comprehensive warranty amount).
- f) Payment for procurement of HRSI MAP of the project area will be released subject to submission of invoice from NRSC duly certified by EIC.
- g) Comprehensive warranty charges will be released quarterly subject to submission of invoices in triplicate duly certified by EIC.
- h) Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.

6.2 INVOICING

- a. Contractor will submit three sets of all invoices to Company for processing of payment.
- b. The Company shall, within 30 days of receipt of the invoice, notify Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion.
- c. Contractor shall maintain complete and correct records of all information.
- d. Payment shall be made by Accounts department within 30 days from the date of receipt of technically correct and approved bills duly forwarded from the user department.

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7.0 VARIATION IN QUANTITIES

Quantities mentioned in SOR are tentative only. However, the actual quantities may differ during the execution. The contractor shall be paid based on the quoted unit rate accordingly.

8.0 ASSOCIATION OF AGCL'S PERSONNEL:

8.1

Company's engineers and staff will be associated with the work throughout the operation and the Contractor shall be responsible for providing the necessary assistance and facilities pertaining to the work at worksites and base camps.

8.2

Contractor shall carry out all the work under the supervision of Company's authorised personnel.

9.0 CONTRACTOR'S OBLIGATION:

Contractor shall carry out its jobs in accordance with and subject to the terms and conditions of this Contract:

9.1 The Contractor shall furnish full particulars of crew's e.g. name, contact number, designation etc., as well as machineries deployed during the mobilization phase.

9.2 Demobilization shall be completed by contractor within 7 days of expiry/termination of the contract. In case of failure to do so in the allotted time hereof except under circumstances relating to force majeure, Company reserves the right to withhold Contractor's final settlement of bills.

9.3 The Contractor shall provide and be responsible for minimum wages, salaries, statutory allowances (PF, ESI, etc), vacation, transportation, bonus, special benefits, social charges, medical charges, food, accommodation, termination payments, income and other taxes and any other obligations including payments arising out of any other legal requirement at no extra charge to the Company for all the personnel deployed by the Contractor or its sub-contractors.

9.4 The Contractor shall be bound by laws and regulations of Govt. of India and other statutory bodies in India in respect of use of wireless sets, entry regulations, security restrictions, foreign exchange, work permits, customs etc. The Contractor shall arrange all work permits, entry permits, inner line permits etc., if required under this contract.

9.5 It would be the sole responsibility of the Contractor to ensure that there is always ready availability of necessary equipment/ spares and shall keep his equipment in good working condition for efficient performance of the work without any disruption. The contractor shall bear all the expenses on account of repair/ replacement of all owned equipment and appurtenance thereof consequent upon any damage/loss, non-performance during the course of operation.

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- 9.6 The Contractor shall bear all cost for transportation of Contractor's equipment and personnel from site to site in connection with the work.
- 9.7 The Contract price shall remain firm and fixed during the execution of the Contract and not subject to variation on any account.
- 9.8 The Contractor shall strictly adhere to work programme approved by the Company.
- 9.9 The Company will provide all reasonable assistance by issuing necessary letters of authority and relevant help as necessary. However, the primary obligation in this regard would be on Contractor and at no stage the Company shall be accountable or liable to any delay or consequence whatsoever.
- 9.11 The Contractor will be responsible for all type of safety measures of the Company' property. The safety of manpower, tools and tackles is also Contractor's responsibility. For any accident etc. the AGCL will not be held responsible. The Contractor shall have to complete all necessary formalities for insurance of manpower, machinery etc. before starting the job.

10.0 COMPANY'S OBLIGATIONS:

- 10.1 In the event of natural disaster, civil disturbances, epidemic etc the company shall arrange to provide same and similar help from local Govt/Administration for contactors personnel and equipment in line with company's own personnel and equipments.
- 10.2 The Company shall allow the Contractor access, subject to observance of normal security and safety procedures, to all areas as required for orderly performance of the work. Security of personnel, tools, equipment etc. will be the sole responsibility of the contractor.
- 10.3 The Company shall in accordance with the subject to the terms and conditions of this Contract, perform all other obligations required of the Company by the terms of this contract.
- 10.4 The Company shall endeavour to extend security arrangements available at its works to the Contractor; however the Contractor shall be primarily responsible for security of its personnel and equipment.

11.0 THE CONTRACTOR'S PERSONNEL:

The Contractor shall provide all assistances, physical/manual labour as may be required to perform the work. The deployment of physical assistance will have to be according to the rates prevalent at the time of engagement, which can be obtained from the District authorities of the area. The facilities to be given to such persons should conform to provisions of labour laws as per Contract Labour (Regulation and Abolition) Act, 1970 or amendment thereto and other applicable statutes and rules. It is to be ensured by the contractor that all his personnel shall use PPE (Personal Protective Equipment) while working for any of the works given by the company.

12.0 STANDARDS APPLICABLE TO THIS CONTRACT:

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Reference to all relevant PNBGRB regulations and other standard or specification, unless inconsistent with the Context or subject matter, is a reference to the latest edition issued by the applicable authority or organization. These standards (Latest Edition) will form the minimum acceptable requirements upon which the work programme, personnel, equipment and reporting specification are based.

- 13.0 Where any portion of the GCC is repugnant to or at variance with any provision of the SCC, then the provision of the SCC shall be deemed to override the provisions of the GCC and shall, to the extent of such repugnance or variations prevail.

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PART-IV: **SAFETY MEASURES (SM)**

To,
Managing Director
Assam Gas Company Limited
PO: DULIAJAN-786602
Dist.: Dibrugarh (Assam)

SUB: SAFETY MEASURES

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

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

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

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g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating.
2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (AGCL) for providing the same. AGCL will provide the safety items, if available. But in turn, AGCL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation/operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice inline.
7. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
8. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

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9. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in AGCL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

10. Any compensation arising out of the job carried out by the Contractor whether related to pollution (attributable to the Contractor), Safety or Health will be paid by the contractor only.

11. The contractor shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of AGCL.

12. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

13. If the company arranges any safety class/training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.

14. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per AGCL's requirement & proof of such test(s) is to be submitted to AGCL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

15. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

16. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

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

18. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment.

(Seal)

Yours Faithfully

Date _____

M/s _____

FOR & ON BEHALF OF CONTRACTOR

ASSAM GAS COMPANY LIMITED

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Tender No: SYS/GIS/59/04/V/20

PROFORMA-I

BID FORM

To
Assam Gas Company Limited
P.O. Duliajan-786602, Assam, India

Sub: IFB No. -----

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of 90 days from the date of Bid Opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 202---.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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PROFORMA-II

STATEMENT OF NON-COMPLIANCE (IF ANY)

(Only exceptions/deviations to be rendered)

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

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

Signature of Bidder: _____

Name: _____

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

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ASSAM GAS COMPANY LIMITED

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PROFORMA-III

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To
Assam Gas Company Limited
P.O. Duliajan-786602, Assam, India

Sub: IFB No. -----

Sir,

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. _____ for _____.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

#####

ASSAM GAS COMPANY LIMITED

(A GOVT. OF ASSAM UNDERTAKING)

Tender No: SYS/GIS/59/04/V/20

PROFORMA-IV

PROFORMA TOWARDS LETTER OF AUTHORITY

To
Assam Gas Company Limited
P.O. Duliajan-786602, Assam, India

Sub: IFB No. -----

Dear Sir,

We _____ of _____
Confirm that Mr. _____
_____ (Name and Address) is authorised to represent us to Bid,
negotiate and conclude the agreement on our behalf with you against IFB No. _____
_____ for any commercial/ Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

NOTE: This letter of authority shall be on printed letter head of the bidder, and shall be signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder.

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ASSAM GAS COMPANY LIMITED

(A GOVT. OF ASSAM UNDERTAKING)

Tender No: SYS/GIS/59/04/V/20

PROFORMA-V

BID SECURING DECLARATION

(to be submitted on Bidders' letter head)

To
Assam Gas Company Limited
P.O. Duliajan-786602, Assam, India

Sub: IFB No. -----

I/We, the undersigned, declare that:

- 1.0 I/We understand that, according to your Tender conditions, bids must be supported by a 'Bid Security' in the form of a 'Bid-Securing Declaration'.
- 2.0 I/We the undersigned hereby declare that if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or we fail to submit performance security before the deadline defined in the Tender document; we will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

Name and Signature of
Authorized Signatory and Company Seal

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ASSAM GAS COMPANY LIMITED

(A GOVT. OF ASSAM UNDERTAKING)

Tender No: SYS/GIS/59/04/V/20

PROFORMA-VI

Proforma for General information of bidders

[TO BE FILLED-UP/SUBMITTED BY THE VENDOR ON ITS LETTER HEAD

Please go through the following points before filling up the format:

- a) Please mention SSI or NSIC or PSU or DGS & D if you are a SSI or NSIC or PSU or DGS & D unit.
- c) In the event PAN not allotted to you please enclose copy of application made by you for PAN allotment.
- d) For GST wherever applicable, provide the registration Number.
- e) Please mention Company or non-Company in the field **Corporate / Non-Corporate**.
- f) Please mention **not applicable** in case any of the data is not applicable.
- g) Please put your signature, seal of your company at the bottom.

The form should be filled up in the given format only.

Sl. No.	Required data	Your data to be filled up in this column
1.	NAME	
2.	ADDRESS	
3.	DISTRICT	
4.	POSTAL CODE	
5.	CITY	
6.	COUNTRY	
7.	TELEPHONE NUMBER	
8.	FAX NUMBER	
9.	MOBILE NUMBER	
10.	E-MAIL	
11.	WEB SITE	
12.	CONTACT PERSON	
13.	TELEPHONE NUMBER OF CONTACT PERSON	
14.	Whether SSI/NSIC/PSU/DGS & D UNIT	
15.	CORPORATE/NON-CORPORATE	
16.	TAX EXEMPTION CERTIFICATE NO.	
17.	EXEMPTION FROM (Date)	
18.	EXEMPTION TO (Date)	
19.	CST REGISTRATION NO.	
20.	ECC NO. (Excise Control Code)	
21.	PAN	
22.	GST	

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23.	PF CODE	
24.	BANK A/C NUMBER	
25.	BANK A/C TYPE (S/B, CC etc.)	
26.	BANK NAME	
27.	BANK BRANCH	
28.	BANK IFSC CODE	
29.	BANK ADDRESS	
30.	BANK CITY	

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

#####

ASSAM GAS COMPANY LIMITED

(A GOVT. OF ASSAM UNDERTAKING)

Tender No: SYS/GIS/59/04/V/20

PROFORMA-VII

FORM OF PERFORMANCE BANK GUARANTEE

To

Assam Gas Company Limited
P.O. Duliajan-786602, Assam, India

Sub: IFB No. -----

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

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

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

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

This guarantee is valid until the _____ day of _____

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

A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

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Tender No: SYS/GIS/59/04/V/20

Notwithstanding anything contained herein:

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

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of the Bank _____
Address _____

- b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

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ASSAM GAS COMPANY LIMITED

(A GOVT. OF ASSAM UNDERTAKING)

Tender No: SYS/GIS/59/04/V/20

PROFORMA-VIII

AGREEMENT FORM

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

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

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

WHEREAS, Company had issued a firm Letter of Intent(LOI) No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's Tender No. _____.

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs. _____ (being 10% of Contract value) with validity of 90 (Ninety) days beyond the contract period.

All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the LOI and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

1. In this Agreement words and expressions shall have the same meanings

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as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) PART-I indicating the General Conditions of this Contract;
- (b) PART-II indicating the Schedule of work, unit, quantities & rates;
- (c) PART-III indicating the Special Conditions of Contract;
- (d) PART-IV indicating the Safety Measures.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of Company
(Assam Gas Company Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

#####

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PROFORMA-IX

Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)

Ref. No _____

Date _____

To
Assam Gas Company Limited
P.O. Duliajan-786602, Assam, India

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No. -----

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

ASSAM GAS COMPANY LIMITED

(A GOVT. OF ASSAM UNDERTAKING)

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(Affix Seal of the Organization here, if applicable)

#####

PROFORMA-X (i)

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER In INR	NET WORTH In INR

Place:

Date:

Seal:

Membership Number:

Signature

Registration No.:

UDIN:

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PROFORMA-X (ii)

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

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

Ref : Note 'b' under Srl. 10 of Stage 1 against Tender No. _____

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

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PROFORMA-XI

UNDERTAKING TOWARDS SUBMISSION OF BANK GUARANTEE

To
Assam Gas Company Limited
P.O. Duliajan-786602, Assam, India

Sub: IFB No. _____

We, M/s..... are submitting the Performance Security in favour of AGCL, Duliajan in the form of bank guarantee bearing Reference No.for an amount of INR..... valid up to as per terms and conditions of Tender/Contract No.

BG issuing bank details:-

Bank	
Branch IFS Code	
Contact Details E-mail Addresses	Mobile Telephone Fax
Correspondence Address H No/Street/City	State Country Pin Code

Declaration:

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature: _____
Name: _____
Vendor Code: _____
Email ID: _____
Mobile No: _____

Encl: Original bank guarantee

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PROFORMA-XII **Price bidding format**

Name of Bidder : _____

To upload in e-portal as per the given format:

Sl. No	Item Description	Item Code	Qty	Units	Unit Price	Amount	GST 18%	Total
1	Development of GIS based Grid Network MAP including physical line survey, licenses if any, installation of Cloud based Software, testing & commissioning, training etc. as per scope of work described in Section -I of the Technical Bid of this tender to complete the entire work of GIS management system of NG grid & CGD network in the areas specified and as per instruction of Engineer-in-Charge or his authorized representative.							
2	Spatial Analytics Software (Thick Client) with Industry Standard/ OEM database Platform capable of handling large scale CGD Operations	Item 1	1	Set				
3	GIS Mobile Application Licenses Concurrent type and Inventory Management Web Access (View) Concurrent Type	item2	20	Set				
4	Inventory Management including Network Planning, Design – Concurrent type	item3	2	Set				
5	Adaptor/Connector for GIS Data Exchange	Item 4	1	Lot				
6	Physical survey of underground steel Natural Gas pipeline	Item 5	150	KM				
7	Physical survey of underground PE pipeline	Item 6	3300	KM				
8	GIS Application development and implementation	item7	5200	KM				
9	Cloud hosting of database	item8	3	Years				
10	GIS Software Comprehensive Annual Maintenance (After warranty period of 3 years)	item9	3	Years				

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Note to Bidders:

- 1) Bidders should fill the respective fields against name, quote, etc. only as provided in the BoQ without any change/modification/alteration in its texts, format, etc. and upload in the e-portal. Non-compliance of this condition shall lead to rejection the entire bid summarily.
- 2) The uploaded file should have not password protected so that the price bids of the technically qualified bidders can be opened at the time of Price Bid Opening schedule without any hindrance. Non-compliance of this condition shall lead to rejection the entire bid summarily.
- 3) The quantities of some items given in this price schedule are tentative only which may vary at the time of execution as per requirement of the Owner. Payment shall be made as per actual quantities executed.

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