

**Basic Details**

Organisation Chain	Industries and Commerce Department Assam Gas Company Ltd - ICD		
Tender Reference Number	AGCL/C AND P/CGD/METER_READING/2025/01		
Tender ID	2025_ICD_44234_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Works
Tender Category	Services	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Online	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments

Online Bankers	S.No	Bank Name
	1	SBI Bank

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Tender Document
2	Finance	.xls	BOQ Document

Tender Fee Details, [Total Fee in ₹ * - 1,000]

Tender Fee in ₹	1,000		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	Yes		

EMD Fee Details

EMD Amount in ₹	5,000	EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Nil	EMD Payable At	Nil

Work /Item(s)

Title	GAS METER READING AND BILL DISTRIBUTION				
Work Description	GAS METER READING AND BILL DISTRIBUTION FOR DOMESTIC AND COMMERCIAL CONSUMERS				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Tender Value in ₹	NA	Product Category	Miscellaneous Services	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	120	Period Of Work(Days)	365
Location	Operational areas of AGCL	Pincode	786602	Pre Bid Meeting Place	AGCL Headquarter, Duliajan
Pre Bid Meeting Address	Assam Gas Company Limited, Duliajan Dist, Dibrugarh Pin-786602, Assam	Pre Bid Meeting Date	16-May-2025 01:30 PM	Bid Opening Place	Duliajan
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	06-May-2025 04:00 PM	Bid Opening Date	23-May-2025 02:30 PM
Document Download / Sale Start Date	06-May-2025 04:40 PM	Document Download / Sale End Date	23-May-2025 02:00 PM
Clarification Start Date	07-May-2025 09:00 AM	Clarification End Date	16-May-2025 01:00 PM
Bid Submission Start Date	07-May-2025 09:00 AM	Bid Submission End Date	23-May-2025 02:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	NIT Document	1035.70	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_70497.xls	BOQ Document	413.50

Tender Inviting Authority

Name	Shri Utpal Kr. Borgohain, Sr Manager C and P
Address	Assam Gas Company Limited, Duliajan Dist. Dibrugarh Pin-786602, Assam



**TENDER DOCUMENT FOR
ENGAGEMENT OF COMPETENT AGENCY FOR CUSTOMER MANAGEMENT WITH FIELD SERVICES
INCLUDING GAS METER READING & BILL DISTRIBUTION FOR DOMESTIC AND COMMERCIAL
CONSUMERS**

INVITATION for e-BID UNDER SINGLE STAGE TWO BID SYSTEM (OPEN TENDER)

TENDER NO: AGCL/C&P/CGD/METER_READING/2025/01 Dtd: 06/05/2025

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

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

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

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

Assam Gas Company Limited, Duliajan
Dist.: Dibrugarh
Pin- 786602 (Assam)
Email- malin.kalita@agclgas.com

INVITATION FOR e-BID

Assam Gas Company Ltd. (AGCL) (hereinafter called as Owner/AGCL), six decades old Natural Gas transmission and distribution company, wholly owned by the Govt. of Assam with its registered office at Duliajan, Dist.: Dibrugarh, Assam 786 602. The company transports Natural Gas through its integrated pipeline infrastructure to several market segments i.e. Power, Fertilizer, Petrochemicals, along with various Commercial and Domestic consumers primarily located in upper Assam.

1.0 BRIEF DESCRIPTION OF PROJECT

AGCL is transporting Piped Natural Gas (PNG) to around 50000 nos. of domestic households and 1200 nos. of commercial establishments in the districts of Dibrugarh, Tinsukia, Sibsagar, Charaideo, Jorhat & Golaghat of Upper Assam.

AGCL is now extending pipeline network to cover all the towns/areas within its geographical area with a vision to connect two lakh PNG connections in 2-3 years. Therefore, in order to increase the numbers of PNG connections, AGCL is required to engage one competent agency for customer management so as to achieve the milestone

Accordingly, Tenders are invited on line through e- procurement portal of Govt. of Assam i.e. www.assamtenders.gov.in from competent Contractors **‘FOR ENGAGEMENT OF COMPETENT AGENCY FOR GAS METER READING & BILL DISTRIBUTION FOR DOMESTIC AND COMMERCIAL CONSUMERS’**.

2.0 You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through e-procurement portal of Govt. of Assam i.e. www.assamtenders.gov.in in complete accordance with the following brief details and enclosed Tender documents:

1.	Tender No. & Date:	AGCL/C&P/CGD/METER_READING/2025/01 Dtd: 06/05/2025
2.	Type of Bid:	Single Two Bid System
3.	Bid Closing Date & Time	As per e-tender portal
4.	Bid Opening Date & Time	As per e-tender portal
5.	Pre-Bid Meeting	16/05/2025
6.	Bid Submission Mode	Bid should be uploaded in e-procurement portal of Govt. of Assam i.e. www.assamtenders.gov.in .
13.	Bid Opening Place:	AGCL, Duliajan
14.	Bid Validity	120 days from date of Closing of bid
15.	Bid Security*	Rs. 5,000.00 (Rupee Five Thousand only)
16.	Amount of Performance Guarantee	5% of the annualised contract value
17	Validity of Performance Guarantee	Upto three (03) months from the date of successful completion of the contract
18	Delivery Milestones	Meter Reading Collection and Bill Distribution To The Consumers Within A Stipulated Time Period.
19	Quantum of Liquidated Damage	0.5% of basic contract cost & applicable taxes for default in timely completion of work for delay per week or part thereof subject to maximum of 5% of total contract value.
20	Contract period	12 months with a provision to extend the same by another two (1+1) years, at the discretion of AGCL at the

		negotiated rate limited to original contract price; but with same terms and conditions.
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***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 in AGCL, then the next working day will be considered.

3. The Prices along with price related conditions should be filled in the Price-Bid (BOQ) only as provided in the website www.assamtenders.gov.in.

4. The bid including all documents shall be signed by duly authorized representative of the bidding company and put their official seal on every page of the tender and corrigendum's (if any) and must not overwrite on any numerical figures.

5. The Tender fee and the Earnest Money Deposit (EMD) to be paid through RTGS/NEFT/internet banking in Assam Government e-Procurement System www.assamtenders.gov.in.

6. Prospective bidders or their authorized representative(s) should visit the service sites for preliminary assessment of the requirement of the service preferably prior to Pre-Bid Conference at their own expenses.

7. A pre-Bid conference will be held at AGCL, Duliajan, Dist. Dibrugarh, Assam, India on the dates as indicated in the online tender for providing clarifications to prospective bidders on Terms of Reference/Technical Specifications, Terms and conditions of the Tender to enable them to understand the exact service requirement of the Company.

8. The prospective bidders shall submit their queries through E-mail to Chief Manager (Sales & Marketing), Assam Gas Company Ltd., Duliajan-786602, Assam 2 (Two) days prior to the date of pre-bid. AGCL shall provide clarifications to the queries in the pre-bid conference.

9. 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.

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

11. 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.

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

13. All amendments, clarifications, corrigenda, addenda, time extension etc. to the tender will be hosted on the company's website and in the e-tender portal only.

14. Obligations of proactive disclosure:

14.1 Procuring authorities as well as agencies are obliged under **Code of Integrity for Public Procurement (CIPP)** to suo-

moto proactively declare any conflicts of interest (pre-existing or as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

14.2 Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any procuring entity in any country during the last three years reckoned from the original bid closing date or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity

14.3 To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken up by the procuring authority. Similarly, voluntary reporting of previous transgressions of code of integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

15. AGCL now looks forward to your active participation in this bidding process

Thanking you,

Yours' faithfully

**Chief Manager (Sales & Marketing)
For Managing Director
Assam Gas Company Ltd.**

INSTRUCTIONS TO BIDDERS

1.0 BID DOCUMENTS:

1.1 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) General Conditions of Contract (GCC)
- d) Schedule of Work, Unit, Quantities (SOQ)
- e) Special Conditions of Contract (SCC)
- f) ~~Schedule of Rates: Part IV~~ (not applicable against the tender)
- g) Safety Measures (SM)
- h) Bid Form
- i) Statement of Non-Compliance
- j) Authorisation for Attending Bid Opening
- k) Proforma of Letter of Authority
- l) Proforma for General information of bidders
- m) Format of Performance Security
- n) Agreement Form
- o) Format of Undertaking by Bidders towards submission of authentic information/documents
- p) Certificate of annual turnover & net worth
- q) Certificate of Compliance of Financial Criteria
- r) Undertaking towards submission of Bank Guarantee
- s) Price Bidding Format (Proforma-XII) (to fill up in the main bidding engine of E-Tender portal only)

2.2 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.

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

2.0 TRANSFERABILITY OF BID DOCUMENTS:

2.1 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.

2.2 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.

2.3 Unsolicited bids will not be considered and will be rejected straightway.

3.0 AMENDMENT OF BID DOCUMENTS:

3.1 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).

3.2 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.

4.0 PREPARATION OF BIDS:

4.1 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.

4.2 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.

4.3 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.

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

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

6.0 BID PRICE:

6.1 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.

6.2 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.

6.3 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.

7.0 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.

8.0 PERIOD OF VALIDITY OF BIDS:

8.1 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.

8.2 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.

9.0 SUBMISSION OF BIDS:

The tender is processed under Single Stage Composite bid system. Bidder shall submit the 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 are 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 **Chief Manager (Sales & Marketing)**, AGCL, Duliajan-786602 (Assam) on or before the bid closing time on the bid closing date indicated in the NIT:

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

9.1 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 Bid.

9.2 Timely delivery of the documents in physical form as stated in 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.

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

10.0 DEADLINE FOR SUBMISSION OF BIDS:

10.1 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.

10.2 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.

10.3 The documents in physical form as stated in Clause 9.0 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.

11.0 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.

13.0 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.

14.0 BID OPENING AND EVALUATION:

14.1 Company will open the Bids, 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.

14.2 The technical and price bids will be opened simultaneously.

14.3 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.

14.4 Bids which have been withdrawn pursuant 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.

14.5 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.

14.6 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.

14.7 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 substantial way, inconsistent 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.

14.8 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.

14.9 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.

15.0 OPENING OF PRICED BIDS:

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

15.2 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.

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

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 on zone wise basis, 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.

21.1 Company reserves the right to award the work for more than one zone to a successful bidder subject to any discrepancy/satisfactory of the work, etc. This decision will be purely made by management in favour of the smooth functioning and beneficial for the company.

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).

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.

24.0 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/PO 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.

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.

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.

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

The bids shall conform to the specifications and terms & conditions given in the Tender. Bids shall be rejected in case the items offered do not conform to the required parameters stipulated in the technical specifications and to the relevant international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms & conditions, the following requirements must be particularly met by the bidders, without which the offer shall be considered as non-responsive and rejected:

1.0 TECHNICAL EVALUATION CRITERIA:

- 1.1 The Bidder should be a company registered in India under the Indian Companies Act 1956 or a partnership firm under 1932 partnership or Proprietorship firm for more than 3 years reckoned from the original bid closing date.
- 1.2 No Consortium bid is allowed.
- 1.3 The bidder must have a registered office in state of Assam for last 3 years reckoned from the original bid closing date. Supporting documents has to be furnished in support of the same.
- 1.4 It must possess the following documents and copy of the same must be submitted:
 - a. Trade License for IT Solutions
 - b. GST Certificate and GST Paid challan of last three months
 - c. Recent last month GST paid certificate
 - d. Copy of PAN card
 - e. PF Certificate along with recent paid challan copy for last three months.
 - f. ESIC Certificate along with recent paid challan copy for last three months.
 - g. Labour License certificate.
- 1.5 Bidder must have knowledge to the demography where the aforesaid work has to be carried out. Preference will be given to bidders who have worked in similar terrain. Relevant work order to be furnished.
- 1.6 The bidder must not be under Holiday listing / Blacklisting period by any Govt. body / PSU during the period in which the tender is invited. A notarized undertaking to this effect to be submitted by the participating Bidder along with the tender document.
- 1.7 The bidder should have labour license to engage resources for such activities. Labour license and PF certificate to be furnished.
- 1.8 The bidder should have work compensation policy for its employees in addition to ESIC registration or any reputed insurance. The existing policy document to be furnished along with ESIC registration document.
- 1.9 The bidder must confirm the following in their bid:
 - (i) To provide adequate supply/equipment /experience and qualified personnel during the execution of the work as specified. The qualification and work experiences of key personnel to be deployed by the bidder must be in accordance with the requirement as per the SCOPE OF WORK.
 - (ii) To quote for full service as specified in 'Scope of Work' and submit filled up 'Price bid format/Schedule of Rates'.

2.0 FINANCIAL EVALUATION CRITERIA:

- 2.1 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. 15,00,000/-**
- 2.1.1 **Supporting documents issued by AGCL must be attached for contractors** who have been associated with the AGCL

CGD network for a minimum of one (01) year. The contractor should have an annual financial turnover of at least ₹8,00,000 (Rupees Eight Lakhs only) in any one of the last three (03) financial/accounting years preceding the original bid closing date.

2.1.2 Startups are exempted from the requirement of meeting the annual financial turnover criteria during any of the preceding three (03) financial/accounting years from the original bid closing date.

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

Note: The Net worth to be considered against Clause 2.1 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.

Notes to BEC Clause 2.0 above:

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

(i) Audited Balance Sheet along with Profit & Loss account.

OR

(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per PROFORMA X(i)

Note: Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.

b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA X(ii)**

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.

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

2.4 Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 2.1 & 2.2.

3.0 COMMERCIAL EVALUATION CRITERIA:

3.1 The bids are to be submitted in Single Stage Two Bid System i.e., **Techno-Commercial Bid/Technical Bid and Financial Bid/BOQ and Price Bid will be opened separately.**

3.2 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.

3.3 Bid Documents/User Id & Password for E-Tender portal are not transferable.

- 3.4** Any bid received in the form of Physical document/E-mail will not be accepted.
- 3.5** 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.
- 3.6** 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.
- 3.7** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 3.8** 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.
- 3.9** 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
 - viii. Liquidated Damages clause
 - ix. Tax liabilities
 - x. Arbitration / Resolution of Dispute Clause
 - xi. Force Majeure
 - xii. Applicable Laws
- 3.11** Bid received with validity of offer **less than the specified days as incorporated in the Forwarding Letter** will be rejected.

4.0 EVALUATION CRITERIA:

- I. The bid will be evaluated on L1 basis, i.e, lowest price quoted among the zones as mentioned below.

Sl no.	Zone	Areas covered
1	Dibrugarh (Zone 1)	Entire Dibrugarh district
2	Tinsukia (Zone 2)	Entire Tinsukia district
3	Jorhat (Zone 3)	Jorhat and Golaghat District
4	Sivasagar (Zone 4)	Sivasagar and Charaideo district

The L1 price among the zones should be matched by L1 bidders of the other zones.

AGCL may disqualify any financial bid, if it is found that there is considerable difference in the pricing offered. Very high or very low financial bids may be considered non responsive. Such non responsive bids would not be considered further for evaluation. Rest of the bids would be called responsive and would alone be considered for further evaluation.

Bidders can participate in all zones; however, a single bidder will be eligible to one zone only.

Company reserves the right to award the work for more than one zone to a successful bidder subject to any discrepancy/satisfactory of the work, etc. This decision will be purely made by management in favour of the smooth functioning and beneficial for the company.

4.1 GOODS AND SERVICES TAX:

4.1.1 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.

4.1.2 Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in the Price Bid Format.

4.1.3 Where the AGCL is entitled to avail the input tax credit of GST:

AGCL will reimburse the GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable AGCL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

4.1.4 Where the AGCL is not entitled to avail/take the full input tax credit of GST:

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.

4.1.5 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.

4.1.6 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 India Ltd.

4.1.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.

4.1.8 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.

4.1.9 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. The Supplier of Goods / Services may note the above and quote their prices accordingly.

4.1.10 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. In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then AGCL 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 AGCL.

5.0 GENERAL:

5.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders.

No deviation will however be accepted in the clauses covered under BEC/BRC.

- 5.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 5.3 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.
- 5.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 5.5 AGCL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 5.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to AGCL as and when asked for.
- 6.0 **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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GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 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 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 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:

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:

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;
- (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.

1.2.31 Any other applicable Act related to GSTAny 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.
- 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:**
- 4.1.1 **EFFECTIVE DATE OF CONTRACT:**
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:**
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.
- 4.1.3 **DURATION OF THE CONTRACT:**
The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].
- 5.0 **SCOPE OF WORK/CONTRACT:**
- Engagement of agency for customer management with field services including gas meter reading & bill distribution for domestic and commercial consumers in areas of operation of AGCL.
 - Ensure the monthly gas meter reading and bill distribution for both domestic and commercial consumers in a timely manner.
 - Reports related to gas meter reading and bill distribution must be submitted to AGCL within the stipulated time period and as required from time to time.
 - A supervisor is needed for each zone to serve as the primary contact person for AGCL.
 - One runner is required for every 800 households for bill distribution and bill collection.
 - Geo coordinates must be recorded by the personnel at the time of meter reading and bill distribution. If required, device may be issued to the vendor by AGCL
- 6.0 **GENERAL OBLIGATION OF CONTRACTOR:**
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.
- 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.

7.0 GENERAL OBLIGATION OF COMPANY:

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

- 7.1.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.
- 7.1.2 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.
- 7.1.3 Perform all other obligations required of COMPANY by the terms of this contract.

8.0 DUTIES AND POWER/AUTHORITY:

8.1 COMPANY'S SITE REPRESENTATIVE/ENGINEER:

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

- (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.
- (e) 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.

8.2 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.

9.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

CONTRACTOR warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

- 9.1 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.
- 9.2 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.
- 9.3 However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.
- 9.4 CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

10.0 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.-----) 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.

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 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:

Full address.

Branch Code.

Code Nos. of the authorized signatory with full name and designation.

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.
- 10.4 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.
- 10.5 The Performance Security shall be denominated in the currency of the contract.
- 10.6 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.
- 10.7 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.
- 10.8 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.9 Failure of the successful Bidder to comply with the requirements of clause 10.0 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.

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

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

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.

11. **SIGNING OF CONTRACT:** 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/black list for 2 years from the cut-off date of signing the contract.

12. **CLAIMS, TAXES & DUTIES:**

12.1 CLAIMS:

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:

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

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
- 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 **INSURANCE:**

- 13.1 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 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.
- 13.2 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 13.3 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.
- 13.4 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.
- 13.5 **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.

13.6 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.

13.7 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, 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 therefrom shall be to the sole account of Contractor.

13.8 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.

13.9 **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)".

13.10 **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".

13.11 **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.

13.12 **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:

“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.

13.13 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”.

13.14 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.

13.15 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.

13.16 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.
- 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 MANTRIJEEVAN 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.

14 LIABILITY:

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 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.

14.7 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.

14.8 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.

15 **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.

16 **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, 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 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.
- 22.1.3 **SUBCONTRACTING/ASSIGNMENT:**
- 22.1.4 CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.
- 22.1.5 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.

23 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.

24 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 26.1 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:

- 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.
- 26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.
- 26.3 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.
- 26.4 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;

25 REMUNERATION AND TERMS OF PAYMENT:

- 25.1 COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 25.2 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.
- 25.3 **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.

- 25.4** 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.
- 25.5** **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.
- 25.6** 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.
- 25.7** 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.
- 25.8** Payment of monthly invoices, if undisputed, shall be made within 30days following the date of receipt of invoice by COMPANY.
- 25.9** 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.
- 25.10** 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.
- 25.11** 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.
- 25.12** 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.

26 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.

27 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:

- (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.

28 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 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.

29 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.

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.

30 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).

31 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:

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

33.2 Defective work not remedied by CONTRACTOR.

33.3 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.

33.4 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.

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

33.6 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.

33.7 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.

33.8 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.

32 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 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.

33 LABOUR LAWS:

- i) 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.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) 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.
- vii) 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.
- viii) 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).
- ix) 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.
- x) 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 justified by the terms of the Contract or non-observance of the said regulations.

- xi) 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.

34 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, thereunder or any amendment.

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

- 35.1.1 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.
- 35.1.2 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.
- 35.1.3 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.
- 35.1.4 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 35.1.5 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.

36 POLLUTION AND CONTAMINATION:

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.

37 STATUTORY VARIATION/NEWLY ENACTED LAW:

- 37.1.1 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.
- 37.1.2 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.
- 37.1.3 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 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.
- 37.1.4 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.
- 37.1.5 Notwithstanding the provision contained in Clause-39.1.1 to 39.1.4 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORs and Agents etc.
 - ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORs, agents etc.
 - iii. 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.
 - iv. 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.
- 37.1.6 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:
- i. 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.

ii. 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.

37.1.7 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.

37.1.8 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.

38 SEVERABILITY:

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

39 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.

40 SETTLEMENT OF DISPUTES:

40.1.1 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.

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.

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.

5. 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.
6. Parties agree and undertake that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).
8. 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:
 - (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.
9. 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.

10. 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.

11. 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.
12. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
13. 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.

40.1.2 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.
- 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.

40.1.3 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.

- 40.1.4 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.

40.1.5 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.

41 COMPLETION OF CONTRACT:

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.

42 TERMINATION:

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

42.1.2 **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.

42.1.3 **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.

42.1.4 **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.

42.1.5 **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.

42.1.6 **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.

- 42.1.7 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.
- 42.1.8 **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.
- 42.1.9 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.
- 42.1.10 **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.

43 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.
- 43.1 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 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.
- 43.2 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.
- 43.3 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.
- 43.4 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 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.
- 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

PART- II

Scope of Work

A. For Gas meter reading collection and bill distribution.

Meter reader shall visit each & every PNG domestic consumer's location bi-monthly (Monthly in case of Commercial Consumers), scan the QR / Barcode / RFID and enter the gas meter reading as well as capture the image of the meter reading. The meter readings & its image have to be updated automatically in the application that has been provided. **Meter readers must complete the meter reading activities and submit to AGCL within the stipulated time period.**

Bidder shall provide smart phone or necessary tools to all representatives to collect & take image of the meter reading of the meters installed in the existing households & commercial establishments of AGCL. The meter readings & its image have to be updated automatically in the application that has been developed.

Bidder shall be required to collect bill of each & every consumer under each AGCL's grid office and to distribute bill to the consumer. AGCL may ask bidder for spot billing facility during the contractual period. Necessary requirement at bidder's end should be considered at bidder's end while quoting. No additional payment shall be made by AGCL on this account.

Detailed scope is described below:

i) Meter Tagging Scope:

- a. Visit each and every household under the respective grid to scan QR code / Barcode / RFID in existing meters. (Approx 52000 Numbers at present which may increase with time)
- b. Verification of abnormal readings due to incorrect data entry and fix them.
- c. Update the address of clients, meter status and meter locations in the company's directory.
- d. Inform the company personnel in case meters require any technical corrections.
- e. Printing of bills including printer, papers etc to be generated at concerned grid office of AGCL and distribution of bills to all consumers.

C. PRE-BID Meeting

The bidder(s) or his representative who intend to bid are invited to attend a pre bid meeting which will take place on date specified in the tender document. Bidder(s) queries if any, must reach Owner/ Consultant office on or before date specified in tender documents. Bidder shall also be required to present a power point presentation with maximum time allotment of 15 mins before AGCL describing how it will carry forward the project activities showing its technicality details as well as management of works considering the Scope of Work as described in the tender as per date mentioned.

Non-attendance of the pre-bid meeting will not be a cause for disqualification of the bidder

D. SAFETY CODE

The Contractor shall strictly follow the HSE requirement as per attached HSE document. Contractor should provide PPE to all deployed personnel. None of the staff should be deployed without availing STC training from AGCL recognized training centre. Contractor should ensure to submit medical fitness certificate with police verification before deployment of manpower.

E. PENALTY & TERMINATION

If vendor personnel is not following the AGCL safety guidelines (like wearing PPEs), the contractor will be fined of Rs.10,000/- for each instance. In case it becomes practice of not following safety guidelines and/ or it is found that work is being done in negligent manner, AGCL reserves the right to terminate the contract anytime during the contract period.

F. DELIVERY: The ordered Items/Service shall be supplied as per delivery schedule which will be intimated at the time of issue of Work Order.

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SPECIAL CONDITIONS OF CONTRACT

1.0 PAYMENT TERMS:

100% payment shall release on monthly basis on submission of invoice

3.0 DEMOBILISATION: Demobilization notice shall be issued to the Contractor by Company after Completion/termination of the contract. Contractor shall have to complete Demobilization within 15 days from receipt of demobilization notice.

AGCL may terminate the contract anytime if services provided are not as per the SoW mentioned in the tender document.

4.0 CONTRACTOR'S PERSONNEL:

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

b) Contractor's Personnel: contractor shall provide all manpower for necessary supervision and execution of all work under this contract to company's satisfaction except where otherwise stated.

c) Replacement of Contractor's Personnel: Contractor shall immediately remove and replace any of his personnel, who in the opinion of company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by company to be undesirable.

5.0 COMPANY'S REQUISITES:

a) Contractor shall, prior to mobilization, furnish to Company a list of all personnel who are to perform the Services. The list shall show each person's qualifications, details of work history and previous employment with dates, training courses attended, and copies of all pertinent certifications. Personnel must be fluent in written and spoken English.

b) If the Contractor plans to change any personnel from the list, then he shall notify Company in advance of the intended change and give Company the above mentioned particulars of the new person.

c) Company reserves the right to reject any person on such list, and any subsequent changes to the list.

A notice period of one week shall be given to mobilize the personnel.

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

Foods, lodging and other requirements of Contractor's personnel & its sub-contractor's personnel shall be of Contractor's responsibility.

Transportation of Contractor's personnel from base camp to work place(if base camp and work site are different) shall be Contractor's responsibility.

Medical Facilities: Contractor shall arrange for medical facilities for their personnel.

7.0 CONTRACTOR'S ITEMS:

- a) Contractor shall provide equipment and personnel to perform the services under the contract as specified in this document.
- b) Contractor shall be responsible for maintaining at its own cost adequate stock levels of items including spares and replenishing them as necessary.
- c) Contractor shall be responsible for the maintenance and repair of all equipment and will provide all spare parts, materials, consumables etc. during the entire period of the contractual period.

8.0 CONTRACTOR'S SPECIAL OBLIGATIONS:

It is expressly understood that contractor is an independent contractor and that neither it nor its employees and its subcontractors are employees or agents of company provided, however, company is authorized to designate its representative, who shall at all times have access to the site/office, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by contractor. The contractor may treat company's representative at site as being in-charge of company's designated personnel at site.

9.0 COMPLIANCE WITH COMPANY'S INSTRUCTIONS: Contractor shall comply with all instructions of Company consistent with the provision of this Contract, but not limited to safety instructions, confidential nature of information, etc.

Contractor shall arrange for transportation of all equipment, etc. from their dispatching station to the place of work and back at the end of the work at their own expense. Arrangement and payment of toll fees etc. for bringing equipment/material to Workplace shall be contractor's responsibility.

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

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

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

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

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

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

13.0 ASSOCIATION OF COMPANY'S PERSONNEL:

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

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

14.0 TRANSPORTATION SERVICES:

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

15.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

The Contractor shall provide competent, qualified and adequately experienced personnel for carrying out jobs as mentioned in scope of work correctly and efficiently. Personnel provided by the Contractor must observe all safety and statutory norms applicable to the Company. Their performance must be to the satisfaction of the Company and the contractor must be willing and ready to replace, at their own expenses, any of their personnel who are not found suitable by the Company.

Maintain a highly skilled technical staff to render the services and capable of making the best use of the equipment so as to ensure the highest degree of accuracy and reliability of the works/ data gathered.

16.0 REQUIREMENTS OF CONTRACTOR'S PERSONNEL:

- An undertaking from all the personnel as per Annexure-II should be forwarded after deployment of manpower prior to mobilization.
- Regarding educational qualification and experience of the key personnel, the contractor shall substantiate their claim with valid educational and experience certificates.
- For driving the vehicles /units on road, the contractor shall ensure that the driver possesses necessary valid and proper licenses conforming to Indian Motor Vehicle Act.
- Medical Fitness: Contractor shall ensure that all of the Personnel deployed under the contract shall have had a full medical examination from qualified and registered doctor in accordance with accepted medical standards prior to commencement of work.
- Employment of personnel other than key persons shall be at the discretion of the contractor to run all operations at work site and camp successfully.
- Contractor shall forward the list of personnel deployed along with bio-data / qualification/ experience / track record of the personnel(As per Annexure I) prior to mobilization of the equipment with all supporting documents. Any additional manpower deployed by the Contractor shall be at the expense of the Contractor.
- The Contractor shall be responsible for arranging relief of personnel during vacation, statutory off days, sickness etc. entirely at their cost. However, their life personnel also must have the experience as indicated above. Moreover, the Contractor will have to obtain prior approval from the Company for the relief personnel of the Contractor at least 2(two) days in advance.
- Company reserves the right to instruct for removal of any Contractor's personnel who in the opinion of company is technically not competent or not rendering the services faithfully or due to other reasons. The replacement of such personnel will also be fully at cost of the Contractor and the Contractor shall have to replace within Ten (10) days for personnel of Indian origin. The deported personnel shall be allowed to continue the job till their placement arrives with the discretion of the Company.

17.0 General:

- 17.1 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.
- 17.2 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.
- 17.3 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.

17.4 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.

17.5 The design and workmanship of all materials to be used / supplied by the Contractor shall satisfy the relevant Standards & Codes, besides the specifications & stipulations contained herein the contract specifications. The Contractor shall absorb all cost because of the additional involvements thereon.

18.0 NOTICES:

Any notice given by one party to other, pursuant to this 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.

19.0 INVOICING

- a. Contractor will submit three sets of all invoices to Company for processing of payment.
- b. The Invoices must be accompanied with the following Statutory Compliance Documents for processing of the bill:-
 - (a) Copy of PF-ECR along with copy of the digitally signed PDF datasheet of the ECR, proof of payment of each month.
 - (b) Copy of ESI-ECR along with copy of the digitally signed PDF datasheet, proof of payment of each month.
 - (c) Copy of Attendance Sheet of Contractor Personnel for each month.
 - (d) Proof of Payment of Salaries and Wages.
 - (e) Undertaking/ Certificate by the Contractor stating that labour engaged by them have been paid not less than what is prescribed under Minimum Wages Act.

The above statutory compliance documents shall be submitted from the date of award of LOI/ Work Order up to the month of raising of the Invoice.

- c. 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.

- d. Contractor shall maintain complete and correct records of all information.
- e. It is to be noted that the Contractor shall submit final report after completion of commissioning and hooking up activities with complete details on the process followed, areas and total quantity of coating refurbishment, no of clamp fitted, leaks detection, pipe repairing, commissioning or any other issues(if encountered) etc to the Engineer in Charge. Only after submission of this report, can the bill of the contractor be recommended for processing.
- f. 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.

ANNEXURE-I

PROFORMA FOR BIO-DATA OF KEY PERSONNEL

AFFIX
PASSPORT
SIZE
PHOTOGRAPH

1. NAME
2. PRESENT ADDRESS
3. PERMANENT ADDRESS
4. FATHER'S NAME
5. NATIONALITY
6. DESIGNATED POST
7. EDUCATIONAL QUALIFICATION
8. DATE OF BIRTH
9. EXPERIENCE IN REVERSE ORDER

NOTE: In case of replacement of the key personnel, the replacement personnel must have the requisite qualification and experience as per

Terms of Reference (Part-II) and shall submit their credentials along with their recent photographs to Company for approval of Company.

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ANNEXURE-II

PROFORMA UNDER TAKING FROM CONTRACTOR'S PERSONNEL

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

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

I am an employee of M/s-----for all practical purposes and there is no privity of
Contract between AGCL and me.

Signature:

Place:

Date:

Witness 1:

Signature:

Name:

Date:

Place:

Witness 2:

Signature:

Name:

Date:

Place:

#####

PART-V:
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.

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.

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/departamental 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

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:

#####

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.

#####

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: _____

#####

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.

#####

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 Contract No. _____
to execute (Name of Contract and Brief Description of the
Work) _____ (hereinafter called "the Contract").

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

AND WHEREAS we (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:

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall be 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.

#####

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 Duliagan 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. _____ with validity of 90 (Ninety) days beyond the contract period plus defect liability 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 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 SOW, Schedule of work, unit, quantities & rates;
- (c) PART-III indicating the Special Conditions of Contract;
- (d) PART-IV indicating the Schedule of Rates.
- (e) PART-V 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.

#####

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 :

(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:

#####

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 Clause 2.0 Financial Criteria of BEC/BRC of Tender No. -----

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

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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 upto. 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

#####

PROFORMA-XII

Price bidding format for Dibrugarh zone

Sl	Item Description	Qty	Unit	Basic Rate in Figures to be entered by the Bidder in Rs	GST Amount in INR	Total Amount without Taxes	Total Amount With Taxes	Total Amount in Words
1	Field Data Collection							
1.1	Collection of Meter Reading for commercial consumers on monthly basis	437	Consumers/ month					
1.2	Distribution of Bills for commercial consumers on monthly basis	437	Consumers/ month					
1.3	Collection of Meter Reading for domestic consumers on bi-monthly basis	28370	Consumers/ bi-monthly					
1.4	Distribution of bills for domestic consumers on bi-monthly basis	28370	Consumers/ bi-monthly					

Note: Owner Reserves the right to Execute Additional Work/ Extra Work as per requirement at any time during the Contract Duration

Price bidding format for Tinsukia zone

Sl	Item Description	Qty	Unit	Basic Rate in Figures to be entered by the Bidder in Rs	GST Amount in INR	Total Amount without Taxes	Total Amount With Taxes	Total Amount in Words
2	Field Data Collection							
2.1	Collection of Meter Reading for commercial consumers on monthly basis	342	Consumers/ month					
2.2	Distribution of Bills for commercial consumers on monthly basis	342	Consumers/ month					
2.3	Collection of Meter Reading for domestic consumers on bi-monthly basis	14185	Consumers/ bi-monthly					
2.4	Distribution of bills for domestic consumers on bi-monthly basis	14185	Consumers/ bi-monthly					

Note: Owner Reserves the right to Execute Additional Work/ Extra Work as per requirement at any time during the Contract Duration

Price bidding format for Sivasagar zone

Sl	Item Description	Qty	Unit	Basic Rate in Figures to be entered by the Bidder in Rs	GST Amount in INR	Total Amount without Taxes	Total Amount With Taxes	Total Amount in Words
3	Field Data Collection							
3.1	Collection of Meter Reading for commercial consumers on monthly basis	161	Consumers/ month					
3.2	Distribution of Bills for commercial consumers on monthly basis	161	Consumers/ month					
3.3	Collection of Meter Reading for domestic consumers on bi-monthly basis	9934	Consumers/ bi-monthly					
3.4	Distribution of bills for domestic consumers on bi-monthly basis	9934	Consumers/ bi-monthly					

Note: Owner Reserves the right to Execute Additional Work/ Extra Work as per requirement at any time during the Contract Duration

Price bidding format for Jorhat zone

Sl	Item Description	Qty	Unit	Basic Rate in Figures to be entered by the Bidder in Rs	GST Amount in INR	Total Amount without Taxes	Total Amount With Taxes	Total Amount in Words
4	Field Data Collection							
4.1	Collection of Meter Reading for commercial consumers on monthly basis	154	Consumers/ month					
4.2	Distribution of Bills for commercial consumers on monthly basis	154	Consumers/ month					
4.3	Collection of Meter Reading for domestic consumers on bi-monthly basis	3746	Consumers/ bi-monthly					
4.4	Distribution of bills for domestic consumers on bi-monthly basis	3746	Consumers/ bi-monthly					

Note: Owner Reserves the right to Execute Additional Work/ Extra Work as per requirement at any time during the Contract Duration