

**ASSAM GAS COMPANY LIMITED**

(A GOVT. OF ASSAM UNDERTAKING)

Tender No: AGCL/TS/PMC-GHT/2018/01 Dated: 01.09.2018

**E TENDER No.AGCL/TS/PMC-GHT/2018/01**

**BIDDING DOCUMENT FOR HIRING OF  
PROJECT MANAGEMENT CONSULTANCY (PMC)  
SERVICES**

**FOR AGCL PIPELINE PROJECTS**

**OPEN DOMESTIC COMPETITIVE BIDDING**

Assam Gas Company Limited  
PO Duliajan  
Dist Dibrugarh  
Assam - 786602,

# **ASSAM GAS COMPANY LIMITED**

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**Tender No: AGCL/TS/PMC-GHT/2018/01 Dated: 01.09.2018**

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## **SECTION-I**

# **INVITATION FOR BID**

# ASSAM GAS COMPANY LIMITED

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## 1.0 Background

Assam Gas Company Ltd. (AGCL)(hereinafter called as Owner/AGCL) , is an ISO 9001 : 2008 certified, 56 years 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, Industrial, Commercial and Domestic consumers primarily located in upper Assam.

The present infrastructure of the company has a transportation capacity of about 6.0 MMSCM of gas per day.

Besides other sources, AGCL is collecting and transporting Natural Gas from the gas fields of ONGCL in Khoraghat region of Golaghat District bordering Nagaland through its 4” NB x 46 km Uriumghat – Golaghat gas pipeline and distributing the same to the consumers of Golaghat/Jorhat districts of Assam through its network of established pipeline infrastructure.

Presently, the company is expecting additional allocation of around 100,000 SCMD of Natural Gas from the above mentioned region that needs to be gainfully utilized in and around Golaghat and other districts of upper Assam.

## 2.0 PROPOSALS:-

AGCL is Upgrading/developing following project as part of Assam Natural Gas Pipeline network:

1. AGCL proposes for capacity up gradation of the existing 4” NB x 46 km Uriumghat – Golaghat gas pipeline thereby constructing a new 8” NB 46 Km pipeline from Uriumghat to Golaghat and hooking it up with existing AGCL gas pipeline at Golaghat and a 8” NB 5 Km pipeline connecting ONGCL gas field Nambar GGS to Khoraghat GGS offtake point.
2. Installation of 6” dia around 50 km MS pipeline from Golaghat town up to Numaligarh to cater gas supply to nearby tea factories .

Detailed scope of work at section - VII

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In this regard, AGCL seeks to invite bona fide and resourceful 'PMC services rendering organisations' for executing the project right from Route survey, detailed engineering to Commissioning & project close out on total and single point responsibility basis.

## 3.0 Bid qualification criteria (BQC) :

### 3.1 TECHNICAL CRITERIA:

- a. The bidder should have ISO 9001: 2008 Certification or equivalent established Quality Management System certification.
- b. The bidder must have experience as Project Management Consultant in Design, Engineering, Planning, Procurement, Inspection, Quality Control Assurance in Construction and Commissioning of Cross-Country Natural Gas Pipeline of length not less than 25 Km in single stretch in India and size not below 8", with at least one dispatch/receipt station in one single order that has been successfully commissioned during the last 7 years reckoned from the due date of bid submission.

The project meeting qualification criteria should have been successfully completed and commissioned on the date of bid submission.

The bidder must submit the copy of Purchase Order and successful completion certificate from the organisation to whom the work has been completed during the last 7 years reckoned from the due date of bid submission.

### **Note:**

The experience of the bidder for PMC Services as per the Technical requirement above must be of their own and not with the support of another party/parent company/subsidiary/ partner firm/group firm/Backup Consultant/ Consortium etc.

### 3.2 FINANCIAL CRITERIA:

3.2.1 The Bidder should be a company registered in India under The Companies Act 1956/2013.

3.2.2 Net Worth of the Bidder should be positive for last three financial years i.e. FY 2017-18, FY 2016-17, FY2015-16 as per Audited Accounts.

#### 3.2.3 Other Requirement:

- I. Bidder shall not have been put on holiday list/ black-listed by AGCL. Bidder shall submit self declaration certificate in this regard as per FORM F-18.
- II. Bidder shall not be under liquidation, court receivership or similar proceedings. Bidder shall submit self declaration certificate in this regard as per FORM F-18.

### 3.3 NOTES:

3.3.1 The failure to meet the above qualifying criteria(s) at 3.1 & 3.2 above shall render the bid to be summarily rejected.

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3.3.2 Experience of only the bidding entity shall be considered. In-house work experience (where for the past experience referred for qualification, the sub-contractor and the owner belong to the same organisation) shall not be considered as valid experience for the purpose of qualification.

3.3.3 Bidder must satisfy the above criteria on their own. Credentials of Third Party /Partner Firm etc. shall not be accepted.

## 3.4 DOCUMENTS REQUIRED WITH BID:

Documents shall be uploaded by Bidders on <https://assamtenders.gov.in/> web site as per "List of Enclosures for Bidder". Bidders are required to submit EMD and tender fee physically in original also as per the manner prescribed in the Bidding Document within seven days from due date and time of bid submission, in sealed envelope.

Submission of authenticated documents is the prime responsibility of the bidder. Wherever Owner is concerned/ apprehensive regarding authenticity/ correctness of any documents, Owner reserves the right to get the documents cross-verified from the documents issuing authority.

Bidder to submit documents fulfilling BQC requirement, duly Notarized or duly Certified by Statutory auditor or Practicing chartered accountant.

The details of the authority (including contact details) issuing the completion certificate/ work order have to be furnished. Owner reserves the right to verify any or all of the qualification documents submitted by the bidder.

Bidder to submit following documents:

- 1) Cover Letter
- 2) Power of Attorney of the signatory to the bid document
- 3) Purchase Order Copy/ Work completion Certificate to satisfy technical criteria of BQC.
- 4) Positive Net worth and Turnover certificate for last three financial years duly Certified by Statutory Auditor.
- 5) The Bidder should be a company registered in India under The Companies Act 1956/2013. Accordingly, the Bidder shall be required to submit a copy of its registration certificate along with the Bid.
- 6) Bidder shall have valid ISO certification. Accordingly, the Bidder shall be required to submit a copy of the certificate along with the Bid.
- 7) Organization chart with head of the project from the Bidder entity and all HOD of discipline like seismic design, intelligent pigging, HSE, process, mechanical, civil, HDD design, electrical, cathodic protection and instrumentation & control and CVs of the personnel.
- 8) Copies of Statutory registration certificates i.e. GST Registration, Permanent Account Number.
- 9) Bidder should also provide the details with back up document of licensed software



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available with them pertaining to design of pipeline projects. The documents should include OEM name & contact details, version no., basic and advanced features including snapshots, sample reports being generated by the said software etc.

- 10) Copy of Quality Manual to be submitted.
- 11) QA/QC and HSE program relevant to this work
- 12) Un-price bid by mentioning Quoted/Not Quoted/Value of % value for taxes & duties, duly signed & stamped.
- 13) Copy of PF Registration Certificate.
- 14) A duly signed and stamped copy of the entire bid document (including addendums if any) on all pages as a token of acceptance of the provisions of the bid document.
- 15) Bid Form and Appendix to bid form as per FORM F-1
- 16) Bidder's General Information as per FORM F-2
- 17) List of required Credentials as per FORM F-3
- 18) Present Commitment of Bidder as per FORM F-5
- 19) No deviation Certificate as per FORM F-7
- 20) Letter of Authority as per FORM F-9
- 21) AFFIDAVIT as per FORM F-17
- 22) DECLARATION as per FORM F-18
- 23) EMD as per FORM-10.
- 24) Tender Fee as Demand Draft

## 4.0 Brief Scope of Work

The scope of work is broadly defined under the following heads but not limited to:

- A. Preparation of Detailed feasibility report including Risk Management of the project along with the detailed Risk analysis. The Risk Management Plan (RMP) & disaster management plan (DMP), Health & Safety
- B. Preparation of Basic and detailed engineering package of pipeline network.
- C. Preparation of tender document followed by work order for selection of contractor for environment clearance
- D. Planning & Scheduling
- E. Preparation of all tender documents for all purchases of materials including pipes as per approval of AGCL
- F. Preparation of tender documents for selection of pipeline laying contractor.
- G. Preparation of all purchase orders and work orders etc.
- H. Expediting of equipment/Materials being manufactured by vendors including contractors supplied items.
- I. Appointment of third party Inspection agency
- J. Management of Construction Stores and Stores Accounting
- K. Construction & Supervision.

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- L. Reporting system
- M. Testing & Project Commissioning.

## 5.0 Bid fees and bid security (Earnest money deposit)

Bid Fees: Rs 6000/- (Inclusive of GST)

Bid Security: INR 2,00,000/- (Indian Rupees Two Lakhs Only)

5.1 Bidder shall submit Bid Security (EMD) in the form of Demand Draft or Bank Guarantee as per the format enclosed in “Forms & Procedure” of RFP in favour of “Assam Gas Company Ltd” payable at “Duliajan” from any of the Nationalised bank as listed under Issuance of Bank Guarantees shall be confirmed directly to the Owner. The BG for Bid Security shall be valid for 60 days beyond the Bid Validity.

## 5.2 EMD shall be forfeited in case:

- i. The bidder alters / modifies / withdraws the bid suo-moto after opening the bids (Techno-commercial bids in case of two bid system) and within the validity period. In such a case, the tender submitted by the bidder shall be liable to be rejected.

The successful bidder who gets the order but fails to deposit the performance bank guarantee and/or to sign the contract.

It is expressly clarified that forfeiture of the EMD shall be without prejudice to any other legal rights or remedy which the Owner might have either under the provisions of the Contract or the applicable laws.

Without prejudice to above, the Owner may require the selected Bidder and the selected Bidder shall, upon receiving the Letter of Acceptance, extend the validity of the Bid Security until the Contract is duly executed and the Performance Security has been furnished by the successful Bidder to the Owner.

## 6.0 Time Schedule

The entire responsibility as per scope of work till project close out shall be completed within **eighteen (18)** months from the date of LOA.

## 7.0 Details of bid documents

|      |                  |   |
|------|------------------|---|
| (i)  | Type of Enquiry  | Open Domestic Competitive Bidding basis |
| (ii) | Bid Document No. | AGCL/TS/PMC-GHT/2018/01, dtd 01.09.2018 |

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|        |  |   |
|--------|--|---|
| (iii)  | Tender Fee (Non-refundable)                | Rs. 6000.00/- (Including GST)   |
| (iv)   | Security deposit/ EMD                      | Rs 2,00,000.00/- (Rs Two Lakh only)   |
| (v)    | Bid Document on Website                    | From 01.09.2018 to 20.09.2018   |
| (vi)   | Pre bid query submission last date         | 06.09.2018  |
| (vi)   | Date, Time & Venue of Pre-Bid Meeting      | 10.30 hrs. IST <b>on11.09.2018</b><br>Assam Gas Company Limited,<br>1 <sup>st</sup> Floor, Adams Plaza, Christian Basti<br>Guwahati-781005 (Assam)              |
| (vii)  | Last date of Bid Submission Date & Time    | <b>20.09.2018 up to 14.00 hrs. (IST)</b>  |
| (viii) | Date and Time of Opening of Un-priced Bids | At 14.30 hrs. (IST) on <b>20.09.2018</b>  |
| (ix)   | Contact person                             | Shri S. Tamuli, DGM (TS)<br>Assam Gas Company Ltd.<br>Duliajan, Dist: Dibrugarh (Assam)<br><a href="mailto:agcl.projects@gmail.com">agcl.projects@gmail.com</a> |

Bidders are requested to attend the Pre-Bid Meeting so that their queries, if any, related to the Bid Document and Scope of work can be addressed during the meeting.

If any of the days mentioned above happens to be AGCL's holiday, the next working day shall be implied. Any change in schedule shall be intimated to bidders electronically.

7.1 Bidder shall download the Bidding Document in his own name and submit the bid directly. The Bidding Document is non-transferable. Bids submitted by Bidder who have not purchased/downloaded the bidding document either directly or through their authorized agent will be rejected.

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7.2 Bids are required to be submitted through e-tendering Portal of Govt of Assam <https://assamtenders.gov.in> only, on or before the Bid submission Date & Time. Tender is uploaded at <https://assamtenders.gov.in/>. Please open the URL in Internet Explorer.

For registration & any process related queries,

Kindly contact: Shri S. Tamuli, DGM(TS), AGCL

E-mail: [agcl.projects@gmail.com](mailto:agcl.projects@gmail.com)

7.3 No Manual Bids/ Offers shall be permitted. The offers submitted through the designated e-tendering system shall only be considered for evaluation & ordering. Bids submitted in physical form or sent in any other form such as through E-Mail/ CD/ DVD/ Pen Drive etc. shall not be accepted. Uploaded e-Bids on [assamtenders.gov.in/website](https://assamtenders.gov.in/) must be accompanied with the scanned copy of Bid Security (Earnest Money Deposit) and Tender Fee.

7.4 Bidders are required to submit the Tender Fee and Bid security (EMD) physically within seven days from the due date in sealed envelope.

7.5 If the Bidder is unable to submit Tender fee & Bid security (EMD) physically in original within seven days from the due date & time, then the bid shall be rejected straight away and will not be evaluated further.

## 8.0 General

8.1 AGCL reserve the right to assess Bidder's capabilities and capacity to execute the work using in-house information and by taking into account other aspects such as concurrent commitments, past performance, financial creditworthiness of the bidder etc.

8.2 In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation/ placement of order. Further, the Owner reserves right to put such bidder on holiday for bidding in future.

8.3 AGCL shall not be responsible for any expenses incurred by bidders in connection with the preparation & delivery of their bids, site visit and other expenses incurred during and in relation to the bidding process.

8.4 AGCL shall take into consideration, Government guidelines as applicable from time to time.

Owner reserves the right to cancel and/or alter bidding process at any stage without assigning any reason. Owner also reserves the right to reject any or all of the bids received at its discretion, without assigning any reasons whatsoever.

For any clarifications on Bid documents/procedures & pre-bid clarifications please contact following

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persons:

1. Shri S. Tamuli, DGM(TS)

Assam Gas Company Ltd (AGCL),Duliajan, Assam – 786602Email: agcl.projects@gmail.com

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## **SECTION-II:**

### **INSTRUCTIONS TO BIDDERS (ITB)**

# ASSAM GAS COMPANY LIMITED

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## DISCLAIMER

1. All information contained in this Bid Document and all annexure, appendix, schedules, forms thereof (the “Bidding Document” or “Bid Document”), or which information is subsequently provided, by or on behalf of Assam Gas Company Limited is being provided to the Bidder(s) for the purpose of inviting Bids and does not constitute nor should be interpreted as an offer.
2. This Bidding Document is meant to provide information only and is issued upon an express understanding and agreement that the Bidders will use it only for the purpose of preparing and submitting the Bid and for the purpose necessarily associated herewith and for no other purpose whatsoever.
3. The purpose of this Bidding Document is to provide the Bidders with basic and preliminary information to assist them in the preparation of their Bids for undertaking the Project (defined hereinafter) but it is not intended to form the basis of any decision on part of the Bidder(s) to proceed with the Project.
4. The Owner makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the Bidding Documents. Each Bidder must conduct his own investigation and analysis and should check the accuracy, reliability and completeness of the information and obtain independent advice in relation to the same from appropriate sources.
5. While this Bidding Document has been prepared in good faith, neither the Owner nor its consultants, officers or employees make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly expressly disclaimed by the Owner, its consultants, respective officers, agents and employees even if any loss or damage is caused by any act or omission on the part of the Owner, its consultants, officers, agents or employees, whether negligent or otherwise.
7. Each Bidder agrees, understands and accepts that the information contained in this Bidding Document is subject to change without notice. Further, in no event, may it be assumed that there shall be no deviation or change in any of the information mentioned herein. The Owner, at its own discretion, without any obligation to do so, may, update, amend or supplement any information contained in this Bidding Document, including the methodology, at any time prior to the submission of the Bids.
8. Each Bidder unconditionally agrees, understands and accepts that the Owner reserves the right to accept or reject any or all Bids without giving any reason.

## 2.0 Goods/Services to be used by Owner

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The Goods/Services would be procured by Assam Gas Company Limited for its own use.

## 3.0 Fraud and Corruption

- 3.1 Owner requires that Bidders observe the highest standard of ethics during the procurement and execution of such contracts.
- 3.2 Owner will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 3.3 Furthermore, Bidders shall be aware of the provision stated in Clause 3 of the General Conditions of Contract (GCC).
- 3.4 Bidders shall be held ineligible to bid if they are associated with a firm or any of its affiliates have been engaged in providing consulting services to AGCL for the preparation of this Bid Document.

## 4.0 Eligible Bidders and conflict of interest

- a) A Bidder, subject to the restrictions specified above and in GCC, shall be an Eligible Bidder who has purchased the bidding document. "Eligible Bidder" means a corporate legal entity (private, public or government owned). Individuals, sole-proprietorships and partnerships shall not qualify as Eligible Bidders.
- b) It is relevant to note that Eligible Bidders who are foreign entities with no presence in India may need to open a Project Office ("PO") in Duliajan, Assam to be able to execute the Contract. Such foreign bidders should familiarize themselves with the relevant laws and regulations in this regard.
- c) Successful bidder shall not engage in any activity or provide SERVICE to any other third party, involved directly or indirectly in the FACILITY, which might conflict with the interests of the OWNER under this Document.

## 5.0 Eligible Goods and Services

- 5.1 All the Goods and Services to be supplied under the Contract shall be accordance with the bidding document.
- 5.2 For purposes of the ITB, the term "Goods" means equipments / items as defined in the bidding document and "Services" means Engineering consultancy services and associated activities, testing, pre-commissioning, assistance of commissioning and any other services specified in bidding document.

## B. CONTENTS OF BIDDING DOCUMENTS

### 6.0 Bidding Documents

- 6.1 The Bidding Documents consist of all the Sections as indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.



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- Section-VII: Price Bid Format (SOR Format)
- Section-VIII: Scope of Work (SOW)
- Section-IX: GENERAL INSTRUCTION TO BIDDER - [assamtenders.gov.in/](http://assamtenders.gov.in/)
- Section-X: List of Documents to be submitted by Bidder
- Section-XI: Pre-bid queries form
- Section-XII: HSE Policy

6.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

## 7.0 Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents shall contact through e- mail to following AGCL representatives.

1. Shri S. Tamuli, DGM(TS)  
Assam Gas Company Ltd (AGCL),  
Duliajan, Assam – 786602  
Email: [agcl.projects@gmail.com](mailto:agcl.projects@gmail.com)

Bidders to submit pre-bid queries/ clarifications in AGCL's format named "Pre-bid queries form" within scheduled date given by Owner.

Owner will respond in writing to any request for clarification, provided that such request is received no later than informed by Owner. Owner will upload the clarifications against raised queries to bidders, including a description of the inquiry but without identifying its source. Should Owner deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.

It is clarified that Owner shall not have obligation to accept or consider any such request for clarification, amendment or modification of the bidding documents, and a failure of Owner to duly respond to any such request shall be deemed to be a rejection thereof.

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## 8.0 Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bids, Owner may amend the Bidding Documents by issuing addendum.
- 8.2 Any such addendum/ amendment in form of “Corrigendum” shall be mailed to bidders.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, Owner may, at its sole discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2

## C. PREPARATION OF BIDS

### 9.0 Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid pursuant to these bidding documents and Owner shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 9.2 In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder’s Country/Indian Embassy shall be submitted by the Bidder.

### 10.0 Language of Bid

The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and Owner, shall be English Only.

### 11.0 Documents Comprising the Bid

The Bid shall comprise the following:

- a) Bid security (EMD): EMD in the prescribed format.
- b) Technical Bid: Prescribed documents as listed in “List of Enclosures for Bidders”
- c) Price Bid: In accordance with SOR format.

### 12.0 Price bid format (SOR)

Price Bid shall be submitted as per the Price Bid Format (SOR) provided at the e-tendering portal. No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in price bid. Any deviation if stipulated shall be treated as null and void and shall render the bid liable for rejection.

Price bid in hard copy shall be rejected.

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Price Bid has to be submitted online and Price bid in “Hard Copy” shall not be accepted under any circumstances.

## 13.0 Alternative Bids

Alternative bids shall not be considered.

## 14.0 Bid Prices and Discount

- 14.1 The Bid Price is the aggregate of the price payable by the Owner towards the specific scope of services to be performed by the Bidder. Bidder shall give a breakdown of the prices in the manner and detail called for in the Price bid format.
- 14.2 It must be clearly understood that the bid price comprises of the base value and the taxes thereon and such taxes must be clearly quantified as per format.
- 14.3 Bid Price quoted should be inclusive of fees towards complete scope of service, all taxes, duties, levies, license fees any payment towards third party charges applicable to bidder etc.
- 14.4 The cost of any other item/services, which are considered necessary for completion of job, is deemed to have been included in price.
- 14.5 The quoted price shall be inclusive of all costs towards carrying out any surveys, travelling/vehicle hire charges, site visit charges, boarding, lodging and any other incidental charges etc required for Scope of Service.
- 14.6 All reimbursable taxes and duties forming part of the bid price (and specifically listed in the Price bid format and applicable on the transaction directly between the Bidder and the Owner), would be paid by the Owner on submission of documentary proof of payment of such taxes. Consultant shall indicate details of such taxes and duties at current structure & rates in their price bid.
- 14.7 The Owner would deduct taxes at source as per the laws applicable in India, including central level as well as State level. A certificate of such deductions shall be provided as per rules governing such deductions. In case of any dispute on interpretation of services/ scope under different clauses by Owner & Consultant, decision of owner would be considered final.
- 14.8 Fixed Price: Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the contract.

## 15.0 Currencies of Bid & Payment

Bidders shall quote in INR only. Payment shall also be done in INR.

## 16.0 Documents Establishing the Eligibility of the Bidder

To establish their eligibility in accordance with ITB Clause 4 & 11, Bidders shall submit

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the documents.

## 17.0 Documents Establishing the Eligibility of the Goods and Services

To establish the eligibility of the Goods and Services in accordance with ITB Clause 5, Bidders shall complete the Bidding Forms.

## 18.0 Documents Establishing the Conformity of the Goods and Services

18.1 To establish the conformity of the Goods and Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and services conform to the scope of services and standards specified in RFP.

18.2 The documentary evidence may be in the form of literature and drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Services, demonstrating substantial responsiveness of the Goods and Services to the scope of services. No deviations, as specified in ITB Clause 30.2, are acceptable and Bidder shall complete and submit "No Deviation Certificate" in the form included in Bidding Forms.

18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by AGCL in the RFP are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to Owner's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the RFP.

## 19.0 Documents Establishing the Qualifications of the Bidder

The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to Owner's satisfaction.

## 20.0 Bid Validity

20.1 Bids shall remain valid for the period of 180 days from the bid submission deadline date prescribed by Owner. A bid valid for a shorter period shall be rejected by Owner as non responsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, Owner may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security, however their bid will not be considered for further evaluation. A Bidder granting the request shall not be required or permitted to modify its bid.

## 21.0 Bid Security (EMD)

21.1 The Bidder shall furnish bid security (EMD) as part of its bid, Refer Clause 4.0 of IFB.

21.2 The Bid Security shall be in the amount specified in the IFB and denominated in Indian Rupees and shall:

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- a) at the Bidder's option, be in the form of a bank guarantee from a Nationalised bank in India
- b) be substantially in accordance with one of the forms of Bid Security included Bidding Forms;
- c) be payable promptly upon written demand by Owner in case the conditions listed in ITB Clause 21.5 are invoked;
- d) be submitted in its original form; copies will not be accepted; and
- e) remain valid for a period of 60 (Sixty) days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2.

21.3 Any bid not accompanied by a Bid Security in accordance with ITB Sub-Clause 21.1, shall be rejected by Owner as non-responsive.

21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 44.

21.5 The Bid Security may be forfeited:

- a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or
- b) if the successful Bidder fails to:
  - i) Sign & execute the order in accordance with ITB Clause 43;
  - ii) Furnish a Performance Guarantee in accordance with ITB Clause 44.

22.0 Format and Signing of Bid

22.1 The Bidder shall upload the documents comprising the bid as described in ITB Clause 11. Bidder to procure class III - digital signature for digital signing and uploading the bids.

22.2 The documents of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## D. SUBMISSION OF BIDS

23.0 Submission of Bids

Bids are invited from reputed companies for Project Management Consultancy Services for AGCL Pipeline projects.

- 1) Bidder should submit the bids online through <https://assamtenders.gov.in/> ( Techno- commercial bid & Price bid).

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- 2) The bidder should be registered with the website.
- 3) Bidders are required to submit the Tender Fee and Bid security (EMD) physically within seven days from the due date and time of bid submission, in sealed envelope at the address of correspondence given at GCC 8.1.
- 4) Scan Copy of Bid security and Tender Fee along with techno-commercial document & Price bid should be submitted online.
- 5) Bidders can upload the required documents with a limit of 1MB/Document however multiple documents can be uploaded by the bidder keeping in concern the size limit per document. Files can be compressed or split as required.
- 6) Techno-commercial and Price bid should be submitted only online and documents in hard copy will not be accepted. However, hard copy documents need to be submitted by successful bidder before award of contract on need bases.
- 7) The Client may at its sole discretion, decide to award the Contract, irrespective of the price quoted by the bidder(s).

## 24.0 Deadline for Submission of Bids

24.1 Bid with supporting documents must be submitted to AGCL office no later than the date and time specified in RFP.

24.2 Owner may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of Owner and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## 25.0 Late Bids

Owner shall not consider any bid after the deadline for submission of bids, in accordance with ITB Clause 18.

## 26.0 Withdrawal, Substitution, and Modification of Bids

26.1 A Bidder shall not modify a bid subsequent to its submission. No Bidder shall submit any modified price bid subsequent to the submission of the bid, except in circumstances specified by Owner in this regard in this document or expressly called by Owner.

26.2 Any such revision of techno-commercial and price bids without AGCL requesting the bidder to do so will be summarily rejected and not considered in the bid evaluation.

26.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the

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expiration of the period of bid validity Evaluation and Comparison of Bids specified by the Bidder on the Bid Submission Form or any extension thereof.

## E. BID OPENING & EVALUATION

### 27.0 Bid opening

Bid shall be evaluated in 3 stages:

Stage 1: Bid security (EMD) and Tender Fee

On receipt of Bid security and Tender Fee at AGCL HO, the vendor's bid is considered to be responsive and eligible for Techno-commercial Bid opening.

Stage 2: Techno-commercial Bid

Techno-commercial Bid will be opened of those vendors who pass stage 1.

Stage 3: Price Bid

Price bid shall be opened for those vendors whose techno-commercial bid meets the desired parameters as specified by the company.

### 28.0 Confidentiality

1. The bidding document is and shall remain the exclusive property of the AGCL without any right to bidders to use them for any purpose except for the purpose of bidding.

### 29.0 Clarification of Bids

To assist in the examination, evaluation, comparison and post-qualification of the bids, Owner may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by Owner shall not be considered. Owner's request for clarification and the Bidder's response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by Owner in the Evaluation of the bids, in accordance with ITB Clause 31.

### 30.0 Responsiveness of Bids

30.1 Owner's determination of a bid's responsiveness is to be based on the contents of the bid itself

30.2 A substantially responsive Techno-commercial bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without any deviation, reservation, or omission.

If the bidder take deviation to any of the following clauses of the RFP, their bid will be considered as non-responsive & rejected.

- a) Execution Schedule

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- b) Payment Terms
- c) Bid Security
- d) Bid Validity
- e) Force Majeure
- f) Performance Bank Guarantee
- g) Cancellation/ Termination of Contract
- h) Liquidated damages for delay in completion
- i) Guarantee Period
- j) Scope of Service / Supplies
- k) Proforma of all Bank Guarantees
- l) Arbitration
- m) Settlement of disputes

Above clause shall supersede any other clause in reference to Responsiveness/ Rejection of bid(s).

## 31.0 Nonconformities, Errors, and Omissions

31.1 Provided that a bid is substantially responsive, Owner may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonconformities or omissions in the bid related to documentation requirements.

Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31. Provided that the Bid is substantially responsive and the Price Bid has accordingly been opened, Owner shall correct arithmetical errors on the following basis:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected;
- b) if there is a discrepancy between the tax rate mentioned by the Bidder and the amount of tax that is obtained by multiplying the value by the tax rate, the mentioned tax rate shall prevail and the amount of tax shall be corrected;
- c) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;
- d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above; and
- e) If there is discrepancy between figures mentioned in Summary and individual schedule, figures mentioned in individual schedule shall prevail.

31.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.



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31.5 It is further specifically clarified that (for the purpose of evaluation) only arithmetical errors as specified above shall be corrected and erroneous positions of law shall not be corrected. The bids shall be evaluated on the basis of positions of law adopted by the Bidder. Any adverse implications arising from the erroneous positions of law shall be borne by and be to the account of the Bidder only and not to Owner. Such erroneous law position, taken by bidder, shall not be covered under price variation provided under GCC clause 41.

## 32.0 Preliminary Examination of Bids

32.1 Owner shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided.

## 33.0 Examination of Terms & Conditions and Techno-commercial Evaluation

33.1 Owner shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

33.2 Owner shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in the Bidding Documents have been met without any material deviation or reservation.

33.3 If, after the examination of the terms and conditions and the technical evaluation, Owner determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it may reject the Bid at its sole discretion.

## 34.0 Conversion to Single Currency

Deleted.

## 35.0 Domestic Preference

Omitted.

## 36.0 Evaluation of Bids

36.1 AGCL shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

36.2 Evaluation shall be done strictly as indicated in the Price bid format pursuant to clause no. 36.1 and shall supersede any other clause, if any regarding evaluation elsewhere in the bidding document.

36.3 Bids shall be evaluated on the basis of net cost to owner after considering CENVAT Credit available to owner.

## 37.0 Comparison of Bids

AGCL shall compare all substantially responsive bids, in accordance with ITB Clause 36, to determine the over all lowest-evaluated bid on the basis of the lowest effective cost to Owner combined for both P1 and P2 pipeline projects. Price bids of only technically compliant Bidders

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shall be opened.

38.0 Omitted

39.0 Owner's right to accept any bid OR reject any bid OR reject all bids

39.1 Owner reserves the right to accept or reject any bid, and to modify or annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. Such rejection will not subject Owner to any claim, including a claim for reimbursement of costs incurred by any such Bidder in the preparation of its Bid.

39.2 It is expressly being made clear that bid received from any bidder whose past performance, conduct or behavior has been non satisfactory shall be liable to be rejected.

## F. AWARD OF CONTRACT

40.0 Award Criteria

40.1 The Owner will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the overall lowest evaluated price bid for combined both pipeline projects ie.P1 and P2 , further provided that the Bidder is determined to the full satisfaction of the Owner to be qualified and capable on the date of award of the contract to perform the contract satisfactorily in all respects. The Owner shall prior to the issuance of the Notification of Award to the successful Bidder, at its discretion, evaluate / assess the Bidder to analyze whether the Bidder is competent, capable and in a position to perform the Work in terms of the Bidding Document.

40.2 Notwithstanding the above clause 40.1, Owner reserves the right to negotiate with the successful bidder. If negotiations with the selected party fail the Owner may proceed to negotiate with the next lowest Bidder.

40.3 Owner reserves the right to disqualify any bidder at any stage of the tendering process and reject the bid in case:

(1) in the opinion of Owner, the performance of the bidder is not satisfactory with respect to the past or the ongoing contracts being performed by the bidder (e.g. failure to deliver services in timely manner, issue with respect to quality of services, failure to fulfil the obligations under the Contract etc); or

(2) there is any adverse finding or information with respect to financial creditworthiness of the bidder; or

(3) any information has come to the knowledge of the Owner with respect to the bidder (e.g. concurrent assignments, Contracts in hands of the bidder, involvement of the bidder in any litigation against the Owner etc.) which the Owner deems it appropriate to consider for determining the suitability of the bidder for the Purpose of the Contract. The decision of the Owner in this regard shall be final and binding on the bidder.

41.0 Owner's Right to Vary Quantities at the Time of award

At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the

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quantity of Goods and Services originally specified in Price bid format, without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

## 42.0 Notification of Award

42.1 Prior to the expiration of the period of bid validity including extensions, if any, Owner shall notify the successful Bidder, in writing, that its Bid has been accepted.

42.2 Until a Purchase Order is prepared and executed, the Notification/Letter of Award shall constitute and shall be a valid document to execute the Contract.

## 43.0 Signing of contract

43.1 Promptly after notification, Owner shall send the successful Bidder the Purchase Order/Contract Agreement.

43.2 Within Ten (10) days of receipt of the draft Contract, the successful Bidder shall sign, date, and return it to Owner.

## 44.0 Performance Guarantee

44.1 Within Thirty (30) days from the Effective Date, the successful Bidder shall furnish the Performance Guarantee in accordance with the RFP document, using for that purpose the Performance Guarantee Form included in bidding forms. Performance Guarantee shall be valid for 60 days beyond the defect liability period. The Performance Guarantee amount shall be 10% of the Contract Value.

44.2 Failure of the successful Bidder to submit the above-mentioned Performance Guarantee or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event Owner may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by Owner to be qualified to perform the Contract satisfactorily.

## 45.0 Omitted

## 46.0 Material/Service Changes

Without prejudice to anything stated hereinabove, during the bid validity period, all Bidders shall forthwith furnish to Owner any fact or circumstance newly occurred that may in any material/service way alters the information provided by the Bidder in the Bid.

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## **SECTION-III**

### **BIDDING DATA SHEET (BDS)**

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ITB Clause

Details

Reference

A. General

ITB 1.1 AGCL is: Assam Gas Company Limited

ITB 4.0 Domestic Limited Bidding Process.

C. Preparation of Bids

ITB 20.1 Period of Validity of bids

Bids shall remain valid for till the expiry of the period of 180 days from the last date of the bid submission prescribed by Owner. A bid valid for a shorter period shall be rejected by Owner as non responsive.

IFB Cl. 4 & Bid Security and Performance Guarantee

ITB 21.1 Bid Security and Performance Security shall be in the form of a Bank Guarantee from the Nationalised Banks ONLY.

Tender Fee : 6000.00/- ( Rupees Six Thousands) only

Bid Security / EMD: Rs 2,00,000/- ( Rupees Two lakhs )only

F. Award of Contract

ITB 40.1 Contract shall be awarded to over all lowest evaluated bidder for packages (P1& P2). It is mandatory to bid for both the packages.

ITB 44.1 The Performance Guarantee amount shall be 10% of the Contract Value till defect liability period plus claim period of 2 months.

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## **SECTION-IV**

# **GENERAL CONDITIONS OF CONTRACT (GCC)**

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## 1.0 Definitions and interpretations

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

- “ Applicable Law” shall mean any law, legislation, statute, act, by-laws, rule, regulation, ordinance, order, decree, protocol, notification, policy, by-law, administrative guideline, ruling, instruction, directive, consent, license, approval, permit, judgment, court order, treaty or any interpretation thereof by any Governmental Authority or Person acting under the authority of any Governmental Authority in India, as may be in force and effect during the subsistence of the Contract.
- “ Arbitration Act” shall mean the Arbitration and Conciliation Act, 1996 as applicable in India and (or any enactment/amendment replacing/amending such Arbitration Act) and rules and regulations made there under.
- “Bidder” means a bidder that has submitted a bid to the Owner, in relation to the Scope of Work for the Project, and the term “Bid” shall be interpreted accordingly
- “Change in Tax Law” shall mean any of the following Events, which become effective after the date for submission of the price bid for the Contract.
  - o enactment of any new tax law in India;
  - o Modification or repeal of any taxes in India.
  - o any change in the interpretation or enforcement of any tax laws by Government of India or State Government or local authority via issuance of circulars/ clarifications by Governmental Authority
  - o increase or decrease in the rate of taxes in force on the date of the bid submission;
  - o Change in the basis of computation of taxes in force on the date of the bid submission.
- “Completion/ Contract duration/ Time for completion” means the fulfillment of the scope of service by the Consultant in accordance with the terms and conditions set forth in the Contract.
- “Consultant” shall mean the successful bidder to whom LO / PO is issued by Owner for carrying out Scope of Work under the Contract.
- “Contract” means the placement of LO / PO by Owner to Consultant, with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- “Contract Documents” means the documents listed in the LO / PO and into RFP, including any amendments thereto.
- “Contract Value” shall mean the price payable to the Consultant under the Contract for the full

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and proper performance of his entire contractual obligations.

- “Contractor” shall mean any supplier for goods and services or supplier / manufacturer of equipment or construction contractor appointed / nominated by Owner and that is not a sub-contractor of Consultant for the Services it provides. Contractor shall also include EPC Contractor/Construction Contractor/Supplier to be appointed for construction of the Project.
- “DAY” means a calendar day
- “Effective Date” shall be the date of issuance of Letter of Acceptance OR Purchase Order, whichever is earlier by Owner”
- “FACILITY” means the pipeline and all associated facilities under the Project
- “FEES” means the amount of money to be paid to the Consultant by the Owner for Services rendered by the Consultant to the Owner.
- “GAS” shall mean natural gas.
- “GCC” mean the General Conditions of Contract
- “Good Industry Practice” means those practices, methods, techniques, standards, skills, diligence and prudence which are generally expected internationally from a skilled and experienced Consultant undertaking the same type of procurement and would include the application of best practices in the performance of the obligations by the Consultant in accordance with this Contract, Applicable Laws, reliability, safety, environment protection, economy and efficiency.
- “Goods/material” means component used to provide services for Basic Engineering or detailed engineering, Engineering Consultancy services for Project.
- “Gross Negligence” shall mean (i) the failure to perform a manifest duty (under any Applicable Law or the Contract), in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of another; or (ii) any act or failure to act which, was in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of another.
- “AGCL’s Country” is India
- “GST” means Goods and Services Tax as per notified GST Act
- “Local Office” is Office set up (as per this enquiry document) by Consultant near to AGCL corporate office from the date of EPC award. Preferably the consultant local office to be set up from the beginning of their activities.
- “MAN-DAY” means the period of deployment of Consultant’s one person for Twelve



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hours working during a calendar DAY for the services.

- “MAN-MONTH” means the period of 26 MAN-DAYS.
- “MONTH” means the period of one month according to the Gregorian calendar commencing with any day of the month.
- “Notification of award” shall mean the notification by the Owner to the successful Bidder in writing by issuance of a Letter of Acceptance/ Purchase Order sent by registered post/ Courier service or by fax, (fax shall to be confirmed in writing by registered post/reputed courier service), that its bid has been accepted. The issuance of the Letter of Acceptance will constitute the formation of the contract.
- “Owner” or “Purchaser” means Assam Gas Company Ltd (AGCL) having its registered office at Duliajan, Assam.
- “PARTY” means any one of the Owner or the Consultant and “PARTIES” means both Owner and the Consultant “Third Party” means any other person or entity as the context requires
- “Project” means AGCL Pipeline Project.
- “Project Office” is an Office set up by Foreign Consultant with required registration with RBI(Reserve Bank of India), ROC(Registrar of Company) & other tax authorities in India as applicable (applicable to Foreign Bidder Only)
- “SCC” means the Special Conditions of Contract (if any)
- “SERVICES” means the services to be performed by the Consultant for and in relation to the Facility and includes the detailed Scope of Work mentioned in this document.
- “Site” shall mean the land, location, RoU and/or includes any other place as may be designated by the Owner in connection with the Facility where the Services are to be provided/ performed by the Consultant.
- “Site Office” Office set up provided by EPC Contractor during Construction phase
- “Sub-Supplier/ Sub-Contractor” means any natural person, private or public entity, or a combination of the above, to which any part of the Goods/material to be supplied or execution of any part of the Services is subcontracted by the Consultant The terms “Sub-suppliers”, “Sub-contractors” and “Vendors” have been used interchangeably.
- “Willful Misconduct” means intentional disregard of Good Industry Practice or Applicable Law, or the requirement of the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- “Works” means the permanent works to be executed (including the goods, equipment and

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construction) for the execution of the FACILITY.

## 2.0 Contract document

All parts thereof are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below;

- Contract Agreement and Appendixes
- Bid and Price Schedules
- Special Conditions of Contract
- General Conditions of Contract
- Instructions to Bidders
- Technical Specifications, Drawings and Data Sheets

## 3.0 Fraud and corruption

Owner requires that Bidders and Consultant observe the highest standard of ethics during the execution of such contracts.

The Owner reserves the right to reject a proposal for award or terminate the Contract if it determines that the Bidder recommended for award or the Consultant has engaged in corrupt or fraudulent practices in competing for the contract and / or obtaining award of the Contract.

## 4.0 Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

### 4.2 Entire Contract

The Contract constitutes the entire agreement between Owner and the Consultant and supersedes all communications, negotiations and contract (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

### 4.3 Amendment

No amendment or other variation 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.

### 4.4 Non-waiver

a) Subject to GCC Sub-Clause 4.4(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

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- b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

## 4.5 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

## 4.6 Independent Consultant

The Consultant shall be an independent Consultant performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto.

Subject to the provisions of the Contract, the Consultant shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or vendors engaged by the Consultant in connection with the performance of the Contract shall be under the complete control of the Consultant and shall not be deemed to be employees of Owner, and nothing contained in the Contract or in any subcontract awarded by the Consultant shall be construed to create any contractual relationship between any such employees, representatives or vendors and Owner.

## 5.0 Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Consultant and Owner, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

- 5.2 The Consultant shall bear all costs of translation to English and all risks of the accuracy of such translation, for documents provided by the Consultant.

## 6.0 Joint venture, consortium or association

Joint Ventures, Consortium OR Association are not allowed.

## 7.0 Eligibility

OMITTED

## 8.0 Notices

- 8.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, SPEED post, registered post, special courier, or Electronic Data Interchange (EDI) to under given address, subject to following provisions of this clause "Notices"

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Owner's address for notice purposes:

1. S.Tamuli,DGM(TS)

Assam Gas Company Ltd (AGCL),

Duliajan, Assam – 786602

Email: agcl.projects@gmail.com

8.2 Any notice sent by SPEED post, registered post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered within seven (7) working days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.

8.3 Any notice delivered personally or sent by telex, facsimile or EDI shall be deemed to have been delivered on date of its dispatch.

8.4 Either party may change its postal, or EDI address or address for receipt of such notices by giving ten (10) working days' prior written notice to the other party.

8.5 Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.

## 9.0 Governing law

The Contract shall be governed by and interpreted in accordance with the laws of India excluding any choice of law and rules which would refer the matter to the law of another jurisdiction and subject to clause of Settlement of Disputes, the courts of Dibrugarh, Assam shall have exclusive jurisdiction to deal with any matter arising out of or/and in relation to the Contract.

## 10.0 Settlement of disputes

10.1 Any dispute between the Parties arising out of or in connection with this Contract, including any question regarding its existence, validity, interpretation or termination ("Dispute"), if cannot be resolved amicably within a period of thirty (30) days, shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 of India. The legal seat of arbitration shall be in India and the arbitration shall be held at Duliajan, Assam, India.

10.2 notice of the intent to refer the Dispute to arbitration ("Notice of Intent") may be given by a Party (the "Claimant") to the other Party (the "Respondent") The Dispute shall be referred to an arbitration tribunal consisting of three (3) arbitrators. Each of the Claimant and the Respondent shall be entitled to appoint one arbitrator. The Claimant shall appoint the first arbitrator and mention the name of the first arbitrator in the Notice of Intent and the Respondent shall appoint the second arbitrator within 30 days of receipt of the Notice of Intent. The two arbitrators so appointed by the Claimant and the Respondent shall appoint the third arbitrator (who shall be the presiding arbitrator) within 30 days of appointment of the second arbitrator. In the event of failure by the Claimant or Respondent to appoint their arbitrator(s), or in case of failure by the two arbitrators

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appointed by Claimant and Respondent to appoint the third arbitrator, within the specified time periods, the said arbitrator(s) shall be appointed in accordance with Arbitration and Conciliation Act, 1996.

- 10.3 The arbitration shall be conducted in English language. Unless otherwise agreed by the Parties in writing, any arbitrator to be appointed by either the Claimant or the Respondent shall have the knowledge of natural gas pipelines business and shall be a retired judge of any of the High Courts or Supreme Court of India.
- 10.4 The arbitral tribunal appointed in accordance with this Clause “Settlement of Dispute”, shall be free to decide their rules of procedure, subject to the provisions of Applicable Laws.
- 10.5 Any arbitral award rendered by the arbitral tribunal appointed in accordance with this Clause “Settlement of Dispute”, shall be a reasoned award, and shall be in writing
- 10.6 The arbitral award rendered in accordance with this Clause “Settlement of Dispute” shall be final and binding on the Parties.
- 10.7 Notwithstanding any Dispute(or the pendency of any dispute resolution proceedings, including any arbitration or court proceedings relating directly or indirectly to the Contract), at all times, the Consultant shall proceed with the performance of its obligations in accordance with the instructions of the Owner and in accordance with this Contract. If the Consultant fails to continue with the performance of any obligation under the Contract, he shall be considered to be in Willful Misconduct and default and shall be held liable for any direct, indirect or consequential losses, costs and expenses whatsoever arising from such Willful Misconduct and default. However, during the period, Consultant is proceeding with the performance of its obligations under the Contract; he shall be paid all undisputed amounts for all such services in accordance with the terms of the Contract and for the undisputed portion of invoices which are due under the Contract.

The provisions of this Clause shall survive termination or expiry of the Contract.

## 11.0 Scope of Work

The Services to be performed under SOW shall be as specified in Section-VIII and Price bid format.

## 12.0 Execution and documents

The Services to be executed and documentation shall be as specified in Section-VIII (Scope of Work) and Price bid format.

## 13.0 Consultant’s responsibilities

The Consultant shall execute the order as specified in the Scope of Services in accordance with GCC Clause 11 and Completion Schedule, as per GCC Clause 12.

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## 14.0 Contract value

Prices charged by the Consultant for the Services performed under the Contract shall not vary from the prices quoted by the Consultant in its bid, with the exception of any price adjustments authorized in the Contract.

## 15.0 Terms of payment

### a) % of Basic Engineering Package (BEP) Value

- 30% on submission of draft BEP document for pipeline
- 30% on submission of final BEP document for pipeline
- 30% within 30 days of Approval by Owner of BEP document
- 10% on contract closure

### b) % of Request for Proposal (RFP) Value

- 10% of RFP Contract value as down payment after signing of Contract agreement.
- 20% on submission of draft RFP document for Supply/Construction
- 20% on submission of final RFP document for Supply/Construction
- 20% on verification and compilation of tender document including addendums if any after award of job to EPC/construction contractor.
- 20% on recommendation for award of work to Supply/Construction
- 10% on final selection of L1 bidder.
- 10% on contract closure.

### c) % of Construction Supervision and management

- 50 % on construction, testing and commissioning of Project 1.
- 50 % on construction, testing and commissioning of Project 2.

### d) % of Handing over of pipeline

- 30 % on submission of pipebook and all relevant test records and document of Project 1.
- 30 % on submission of pipebook and all relevant test records and document of Project 2.
- 40% on contract closure.

Note: 100% payment shall be made within 30 days upon receipt of certified monthly invoice by AGCL.

## 16.0 Taxes and duties

- a. For Goods manufactured outside the Country, the Supplier shall bear and pay all taxes, import, stamp duties, license fees, and other such levies imposed outside the Country

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- b. For Goods Manufactured within the country, the Supplier shall bear and pay all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to AGCL.
- c. Notwithstanding the above, Goods and Service Tax shall be paid directly by AGCL to the Government while Customs duty shall be paid upfront by the Supplier for and on behalf of AGCL and shall be reimbursed by AGCL as specified hereinabove.
- d. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in AGCL's Country, AGCL shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- e. AGCL shall carry out necessary tax withholding as per the applicable Central and State tax laws on payments to be made to the Bidder.
- f. The clauses specified in the Instructions of Bidder and footnotes to Price Bid format shall apply.
- g. For the purposes of the Contract, it is agreed that the Contract Price specified in the Form of Contract Agreement is based on the taxes, duties, levies and charges prevailing on the date of bid submission in India and Assam where the site is located (unless otherwise revised by mutual consent).
- h. All taxes and duties forming part of the Contract Price shall be paid by AGCL only on submission of documentary proof of payment of such taxes and to the extent indicated on the invoices raised on AGCL and within the limits indicated in the Contract price, subject to the Supplier having issued appropriate declaration indicated in the Clause 14.5 (e) (xvi) of the ITB.
- i. The Supplier undertakes to issue proper invoice as stipulated under the excise, customs, goods and service tax legislations to enable AGCL to avail the credit of such taxes, wherever applicable, paid by the Supplier or their Vendors as indicated in ITB 14. However, if AGCL is not able to avail the credit due to issuance of a defective invoice by the Supplier, or issuance of invoice not capturing the requirements necessary to enable AGCL to claim tax credit then the Supplier shall immediately indemnify AGCL for such loss of tax credit, which would be otherwise available to AGCL. AGCL will in its sole discretion decide to recover such loss by way of deduction from payment due to the Supplier or invoking the Performance Bank Guarantee.
- k. The bidder shall submit the GST registration certificate wherever GST (CGST & SGST or UTGST or IGST) is applicable.
- l. For the payment of GST (CGST & SGST or UTGST or IGST), the Bidder shall be required to charge GST (CGST & SGST or UTGST or IGST) service tax at the rate as applicable on the value of supply of goods/services, as identified in the price schedule.

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- m. The risk of all tax positions taken by Consultant shall be borne solely by the Consultant
- n. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details. If Owner is not able to avail the credit due to issuance of defective invoice by Consultant or delay in filling up the required information under the GST acts, then Consultant shall immediately indemnify Owner for such loss of tax credit which would be otherwise available to Owner. Owner will in its sole discretion decide to recover such loss by way of deduction from payment due to the Consultant or invoking the Performance Bank Guarantee.

Foreign Bidder: (Not Applicable)

1. A foreign Bidder not having company registered in India, shall need to open a Project Office in India for the execution of the Contract. Such foreign bidders should familiarize themselves with the relevant laws and regulations in this regard.
2. The Foreign bidder needs to submit a declaration as per Format F-4 of tender document at the time of bid submission
3. Such foreign Bidders shall file a Declaration (format of the same as attached) that the Bidder shall open a Project Office in India within 30 days from the Effective Date and obtain all necessary approvals and registrations required to execute the current Scope of work.
4. In Case foreign bidder fails to setup Project Office within 60 days of Letter of Acceptance (LoA)/ PO whichever is earlier, Owner shall have the option to terminate the LoA/PO given to such bidder.

## 17.0 Performance guarantee

- 17.1 The Consultant shall, within twenty one (30) days from the Effective Date, provide a Performance Guarantee for an amount equivalent to the 10% (Ten percentages) of Contract Value (Excluding GST) for the satisfactory performance of the Contract. Performance Guarantee shall be valid for 60 days beyond the defect liability period.
- 17.2 The proceeds of the Performance Bank Guarantee shall be payable to Owner as compensation for the Consultant's breach of its obligations under the Contract/Operational service schedule`
- 17.3 The Performance Guarantee shall be denominated in Indian Rupees and shall be in one of the forms of an irrevocable, unconditional, first demand, replenishable, bank guarantee provided in the bidding documents, as stipulated by Owner in the Contract.
- 17.4 In case of extension of Time for Completion, Consultant shall be required to extend the performance guarantee for an appropriate period of time as per contractual requirements.



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## 18.0 Copyright

All designs, drawings, specifications, data, computer printouts, documents, reports, studies, manuals, programs, analyses and all other items produced by Consultant and/or provided by Owner or its Affiliates, other consultants and advisors to Consultant, during the course of performance of the Services shall become and remain the property of Owner. The Consultant shall deliver the same (properly sorted and indexed) to Owner in accordance with the provisions of this Contract and in any event upon expiry or termination of this Contract. With Owner's prior written approval, Consultant may retain and use for Consultant's internal general know-how copies of the same.

## 19.0 Confidential information

None of the parties shall, at any time, whether before or after the expiry or sooner, or termination of this document, without the written consent of the other party, divulge or permit its Affiliates, officers, employees, agents, advisers or consultants to divulge to any person (except who require the same to enable them properly to carry out their duties):

a) Any of the contents of this document.

b) Any information which it may have or acquired (whether before or after the date of this document) relating to the Business and/or any customers of or suppliers to the business, or otherwise to the business, assets or affairs of the Owner;

c) Any information which, in consequence of the negotiations relating to this document or performing or exercising its rights, obligations and functions under this document, any party may have acquired (whether before or after the date of this document) with respect to the customers, business, assets or affairs of Owner.

Secrecy/Confidentiality obligations as mentioned in this clause shall not be applicable in the following cases where the information:

a. is already in public knowledge;

b. is already known to the Consultant at the time of its receipt, without violating any terms of this Contract;

c. is independently developed by the Consultant;

d. is legally required to be disclosed under any judicial order or other Governmental action”

Provided in such case, the Consultant shall intimate the Owner of such disclosure at least 7 days before such disclosure.

If any Confidential Information pertaining to Owner or the Facility is disclosed by the Consultant in violation of this document, the Consultant, notwithstanding anything contained to the contrary in the document shall indemnify Owner for all damages, charges, expenses or loss

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suffered by Owner.

This clause shall survive termination of the Contract.

## 20.0 Sub contracting

Sub-contracting not allowed in any circumstances.

## 21.0 Specification and standards

The Contractor/Bidder shall abide by all statutory and legal compliances pertaining to Engineering, Procurement, Construction and management of the pipeline projects. Bidder is required to follow relevant OISD and PNGRB regulations mandatorily and handover the pipeline to Owner with a 'Fit for Purpose' Certificate.

## 22.0 Packing and documents

Deleted.

## 23.0 Insurance

Consultant shall be responsible to fully insure their employees for any injury, Death, hazards and sickness or any such risks that may be connected to the works for entire period of Contract. Owner shall not be responsible for any liability towards their employees and the Consultant shall indemnify Owner towards all claims, losses, costs, expenses and damages in this regard. Consultant shall be responsible to take all insurances applicable to Consultant required for the performance of Scope of Services.

## 24.0 Transportation

Responsibility for arranging all applicable transportation to perform its contractual obligations shall be in the Consultant's Scope

## 25.0 Inspection and tests

All material inspections and tests etc shall be carried out in presence of AGCL representative.

## 26.0 Liquidated damages

Failure to start and complete the services as per time schedule shall lead to application of liquidated damages @ 0.5% of the total Contract Price (without GST) per week or part there of subject to a maximum of 10% of the total Contract Price (without GST). Note that GST shall be applied on Amount of Liquidated Damages. The overall cap of liquidated damages under this Contract shall be limited to 10% of Total Contract Price.

## 27.0 Defect liability

The Defect Liability Period for Services performed under this Contract shall be for period of

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12 months beyond commissioning of the entire Project/ provisional acceptance of project.

## 28.0 Intellectual property indemnity

Deleted.

## 29.0 Limitation of liability

Consultant shall carry out the services in conformity with best industry practices and prescribed standards of engineering to the satisfaction of Owner.

In case corrective engineering is required on account of reasons attributed to Consultant, the Consultant shall immediately undertake corrective engineering without any additional cost to the Owner.

The Defect Liability Period for Services performed under this Contract shall be for period of 12 months beyond commissioning/pre-commissioning of the entire Project.

The liability of Consultant to Owner under this Contract shall be limited to the total Contract Value. Notwithstanding anything contained in this Contract, Consultant shall be liable to indemnify losses and damages suffered/ sustained by Owner on account of any omission or negligence on the part of the Consultant, not exceeding the total Contract Value except in the case of:

- a) Corrective engineering is required on account of reasons attributed to Consultant, the Consultant shall immediately undertake corrective engineering without any additional cost to the Owner.
- b) The Consultant fails to comply with applicable laws, including but not limited to laws relating to taxation etc.
- c) Gross Negligence or Willful Misconduct by the Consultant.
- d) Breach of Confidentiality Obligations by Consultant.
- e) Violation of Intellectual property rights by Consultant.

Consequential & Indirect Damages:

Notwithstanding anything contained elsewhere in this Contract neither party shall be liable for Consequential and Indirect losses.

This clause shall survive termination of the Contract.

## 30.0 Changes in law and regulation

30.1 No price variation on account of any Change in Tax Law or Change in Applicable Law shall be allowed except as provided for in Clause 41 of GCC. The impact of any additional time for completing the scope of work under this Contract, due to a Change in Applicable Law as may be allowed will be certified by AGCL and binding on the Supplier.

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30.2 Notwithstanding the foregoing AGCL shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by the Supplier, his sub-contractors/ vendors and Agents, etc.
- ii. The Corporate Taxes or any Surcharge thereon in respect of Supplier and all of their sub-contractors/ vendors and Agents etc. Indian or Foreign-based.

30.3 It is clarified that in the event of Change in Tax law caused by introduction/modification of the Goods and Services Tax ("GST"), Owner and/or Consultant shall mutually discuss to determine the adjustment in the Contract Price factoring the impact of GST and the compliances/action steps that may be required from the Consultant to ensure availment of all permissible tax credits and compliance with all Tax laws by the Owner. Such adjustment in the Contract Price due to introduction/modification of GST shall be made on account of transactions between the Owner and the Consultant and also on account of transactions between the Consultant and its Sub-Contractor/ suppliers, as the case may be. Accordingly, the Consultant shall be required to provide the details in the format to be provided by the Owner to determine the impact of introduction of GST on the Bid Price. The format shall inter alia indicate the impact of all indirect taxes such as GST etc. that would have been incurred as well as or charged by the Consultant, on equipments and materials to be supplied or for services to be rendered, had the GST not been introduced. The format shall also indicate the new rates of tax applicable under the GST regime and the availability of all credits thereof. Any claim for Change in Tax Law on account of introduction of GST shall be supported by relevant documentation. The Parties shall also agree upon suitable indemnities from the Consultant for failure of the Consultant to undertake requisite compliances/action steps that may be required from the Consultant to ensure availment of all permissible tax credits and compliance with all Tax laws by the Owner.

30.4 Any statutory variation on account of GST OR other applicable tax, if any; within the contract period OR extended beyond the contract period for the reason not attributed to consultant, subsequent to the submission of the bid shall be reimbursed by Owner or refunded by the Consultant, as the case may be. Such adjustment shall be limited to direct transactions shown as taxes and duties in consultant's invoice between the Owner and the Consultant.

31.0 Force majeure:

31.1 "Force Majeure" shall mean happening of any of the following events or circumstances or combination of the following events or circumstances which are generally unpredictable and outside the reasonable control of the affected Party, which could not have been prevented by Good Industry Practice or by the exercise of reasonable skill and care and which or any consequences of which, have a material and adverse effect upon the performance by the affected Party of its obligations under this Contract:

- i) Any Applicable Law (including any order, direction or ruling of any Government Authority) that prevents the performance of the contractual obligations in whole or in part;
- ii) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster,

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but excluding weather conditions regardless of severity;

iii) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;

iv) Any strikes, (excluding strikes, lockouts or other industrial disputes or action solely among employees of Consultant or its sub-contractors).

31.2 However, following events shall not constitute “Force Majeure”:

- i) Any delay, default or failure (direct or indirect) by the Consultant in obtaining required, equipment, software etc or manpower required for performing any services/obligations or any other delay, default or failure (financial or otherwise) of a Consultant or any agent of any thereof.
- ii) Delays due to ordinary storm, inclement weather, seasonal rains, monsoon or other weather conditions which are reasonably expected for the climate in the geographic area; or
- iii) Financial distress of Consultant or any Sub-contractor or equipment manufacturers; or
- iv) The occurrence of shortage of any manpower or equipment etc; or
- v) Any third party breach;
- vi) Any other commercial hardship.

Provided notice in writing of any such cause with necessary evidence that the obligation under the Document is thereby affected or prevented or delayed is given within 2 (Two) days from the happening of the event. As soon as, the cause of force majeure has been removed, the Party whose ability to perform its obligation has been affected shall notify the other of such cessation and of the actual delay incurred in such affected activity adducing necessary evidence in support thereof. From the date of the occurrence of a case of force majeure, the obligations of the Party affected shall be suspended during the continuance of any inability so caused until the case itself and the inability resulting there from have been removed. In the event that a condition of Force Majeure exists at the Site for a period of at least Thirty (30) consecutive days, Owner shall have the right to terminate this Contract by giving Ten (10) days advance notice to Consultant. In case the Consultant is not terminated, the time of completion of the respective obligations under the Contract shall stand extended by a period of days lost due to Force Majeure.

32.0 Change orders and contract amendments

32.1 Owner may at any time order the Consultant through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- a) Drawings, designs, or specifications, where Goods/Services to be furnished/performed under the Contract are to be specifically manufactured for Owner;
- b) the method of shipment or packing;
- c) Quantity of the Goods/ Services;

Consultant’s performance of any provisions under the Contract, an equitable adjustment shall be

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made in the Contract Value or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Consultant for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Consultant's receipt of Owner's change order.

32.3 Prices to be charged by the Consultant for any Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Consultant for similar services.

Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties.

## 33.0 Extensions of time

Deleted.

## 34.0 Termination

### Termination for Convenience:

Owner may terminate the Contract by giving 7 days notice to the Consultant in writing to that effect without assigning any reason thereof. After such termination the Owner shall pay to Consultant only such portion of jobs which have been completed prior to the date of termination. All jobs whether finished or in progress shall be property of Owner and all related documents shall be handed over to Owner as prescribed in the Contract.

### Termination for Default:

Owner may terminate the services of CONSULTANT after giving 2 days notice in writing under the following circumstances:

- Failure of the Consultant to setup Office within stipulated time.
- Failure of the Consultant to undertake work as per schedule.
- Lapses in consulting activities or failure to provide Services to the satisfaction of Owner.
- Delay in providing Services for reasons other than Force Majeure.
- Failure to provide agreed personnel for the assignment.
- Unapproved substitution of any personnel on the assignment.
- Failure to meet standards and follow best industry practices.
- Non-observation of safety rules or misbehavior / misconduct.
- Material breach of the obligation by the Consultant.
- Insolvency or bankruptcy of the Consultant.
- Gross Negligence and / or Willful Misconduct by the Consultant.

In the event of termination of Contract for default by the Owner, the Owner may, without prejudice to other contractual rights, reserves the right to get all the balance scope of work done through

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another person at its sole discretion at the risk and cost of the Consultant. Any extra expenditure that Owner will have to incur for completion the balance work through another person on account of higher rates quoted by such person will be recovered from the Consultant from the amount payable to the Consultant or by invoking Performance Bank Guarantee or any other means.

## 35.0 Assignment

35.1 This Contract shall be binding upon the Parties hereto and their respective successors and duly permitted assignees. The Consultant shall not, without the express prior written consent of the Owner, assign to any other party the Contract or any part thereof, or any right, benefit, obligation or interest therein or there under. Provided, nevertheless, that any such consent shall not relieve the Consultant from any obligation, duty or responsibility under the Contract.

35.2 The Owner hereby reserves its right to assign to any other party whatsoever, the Contract or any part thereof, or any right, benefit, obligation or interest therein or there under with prior written intimation to the Consultant and the Consultant hereby agrees to give full effect to such assignment and to enter into such Contracts and provide such information, documents, consents as are reasonably customary and required by the assignees in connection with such assignments.

## 36.0 Compliance with legal requirements and labour law

Consultant shall comply with all applicable Central, State, local law, rules, regulations, statutes, enactment etc, as applicable from time to time relating to employment and workers, social security, competition, trademark, copyrights, patents, health hazards, and taxes and other applicable laws.

The Consultant shall ensure that its Sub-contractors and their respective employees, servants, consultants and agents also abide by all Applicable Laws, relating to the performance of the Services or delivery of goods and with the terms and conditions of any permits/ license/ authorizations/ approval by Governmental Authorities.

Consultant shall not claim any non adherence or default due to lack of information as to applicability of any law and shall be solely responsible for the same.

The Consultant shall indemnify the Owner at all times for any and all losses, damages, costs arising directly or indirectly from or incurred by reason of non-compliance or violation of the Applicable Laws by the Consultant, its Sub-contractors or Consultants or its or their respective officers, directors, employees, servants or agents including but not limited to all the labour laws, Environmental Laws, absence of permits/ clearances etc; or any modification thereof or any other Applicable Law relating thereto (including common law) and Rules made there under from time to time.

The Owner also reserves the right to recover the amount due from the Consultant by way of deduction from any amount payable to the Consultant or by invoking the bank guarantee. Consultant shall furnish to Owner, promptly upon request, such information concerning Consultant, its Sub-contractors and their respective employees, consultants, servants and agents as the Owner may be required to furnish to any Governmental Authorities on demand or as required under any Applicable Law.

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## Employees Provident Fund Act

The Consultant shall strictly comply with the provisions of Employees Provident Fund and Miscellaneous Act, 1952 and rules thereunder and register themselves with Regional Provident Fund Commissioner (RPFC) before commencing work. The Consultant shall deposit Employees and Employers contributions to the RPFC every month. The Consultant shall furnish along with each running bill, the challan / receipt for the payment made to the RPFC for the preceding month.

This clause shall survive termination of the Contract.

## 37.0 Transfer of ownership

Deleted.

## 38.0 Work programme

Contractor shall submit a tentative work program with all the major milestones along with the bid document in the tender website ( as part of techno commercial bid). The work program shall also contain details on no.of personnel that shall be deployed by the bidder at any given point of time.

## 39.0 Design and engineering

Design and engineering shall be done as per requirements given in scope of work and extra as deemed fit by the consultant

## 40.0 Third party inspection agency

Third party inspection agencies for inspection shall be arranged by the contractor during construction and commissioning of the pipeline project as per the norms of OISD and PNGRB solely at his expense.

## 41.0 Price variation or Escalation

Item rates for BEP, RFP and OE including project management services shall remain valid till completion of the project.

Item rates for construction supervision shall remain fixed for 24 months from the date of LOA, and then one time escalation of 10% will be allowed only on Man-month/Man-day charges for construction supervision. The escalated price shall be valid for another 24 months.

## 42.0 Indemnity

The Consultant shall indemnify and keep the Owner harmless from any and all losses, demands, claims and liabilities arising out of or any delay, failure or default, deficiency on the part of the Consultant in connection with the Contract or other obligations hereunder directly or indirectly associated herewith and/or arising from all claims, losses, liabilities, costs (including legal costs), damages, liabilities and expenses of every kind and nature relating to such loss or damage in every respect.

Should the Owner have to pay any money or incur any other liability in respect of such claims or demands as aforesaid, the amount so paid and the costs incurred by the Owner, it shall be charged to and forthwith reimbursed by the Consultant and the Consultant shall not be at liberty to dispute or



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question the right of the Owner to make such payments notwithstanding the same may have been made without the consent or authority of the Consultant.

This clause shall survive termination of the Contract.

## 43.0 Performance of Services

The Consultant agrees to provide, render and furnish the Services to the Owner in relation to the Facilities in accordance with and subject to the terms and conditions forming part of this Contract.

The Consultant shall perform the Services in accordance with this Contract and the latest revisions and innovations practicable and consistent with the engineering and design of the Facilities and the time schedule, provided that such revisions and innovations are commercially proven as of the date hereof.

The Consultant shall also perform its Services to incorporate experience gained in the course of design, engineering, procurement, construction, testing, commissioning, operation, quality control and project management.

In performing the Services the Consultant shall comply with directions of the Owner and/or any other person specifically authorized by Owner in writing. The Services shall be rendered by the Consultant directly to the Owner and to such other persons as may be specified from time to time by Owner in writing. The Owner shall at its discretion decide whether to accept or reject Consultant's advice or implement Consultant's advice with modification, but the Consultant shall nevertheless be liable for such advice in accordance with this Contract.

The Owner shall have the right to amend the scope of the Services. The Owner shall at its sole discretion decide as to which of the various Services it requires the Consultant to perform and the time for such performance. The Owner shall also have the right to get any part of the Services to be performed by other consultants, advisors or Consultants, which may be appointed from time to time by the Owner.

The Owner shall also have the right to get such Services which have been performed by the Consultant or are being performed by the Consultant to be performed by any other consultant, advisor or Consultant, which may be appointed by the Owner from time to time.

If any services, functions or responsibilities not specifically described in Scope of Services are inherent, necessary or customary part of the Services they shall be deemed to be included within the scope of the Services to be delivered, as if such services, functions or responsibilities were specifically described in Scope of Services unless, such services, functions or responsibilities were agreed to be specifically excluded by the Parties in writing. Except as otherwise expressly provided in this Contract, Consultant shall be responsible for providing the facilities, personnel, equipment, software and other items and resources necessary to complete the Services.

## 44.0 Owner's Representative/ Project Engineer

Owner shall nominate its Representative(s) who shall be entitled to act on behalf of Owner with respect to any decision it is empowered to make.

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## 45.0 Consultant's Representative

Consultant shall nominate a qualified and experienced person as its Representative who shall be contact person between Owner and Consultant for the performance of the Contract. The nomination shall be done within 10 days from the award of work. The representative shall be entitled to act on behalf of Consultant with respect to any decisions to be made under the Contract.

## 46.0 Consultant Personnel

The Consultant shall ensure that it shall deploy adequate number of qualified and experienced personnel as required by the owner for timely performance of Services. An organization chart of the Consultant's key personnel shall be submitted. ***In addition Consultant has to provide a list of manpower proposed to be deployed in the project indicating their CTC, lodging etc.***

No person deployed for owners' work shall be replaced without written permission of owner. In case of misbehavior, proven incompetence or Gross Negligence, Owner shall require the replacement of the personnel deployed for owners' assignment. These personnel shall be replaced with a competent person by the Consultant immediately after taking approval from owner. Owner also has the right to ask for replacement of consultant's personnel without assigning any reason.

In case Consultant fails to deploy required personnel as per deployment requirement, Owner shall have right to deduct penalty equivalent to two times of Man-day charges for each day of non-deployment from the bills paid to Consultant. The Man-day charges shall be as per Price bid format.

## 47.0 Time Schedule

Preliminary estimate period for Project execution would be 18 months tentatively from date of award of contract. However this is tentative execution schedule and actual schedule may differ from above given schedule.

The Owner may in its sole discretion grant an extension of time (at the request of Consultant) for a period to be mutually agreed. No additional FEES shall be payable by the Owner to the Consultant for services rendered during such extended period.

If the services are impeded or delayed on account of the Owner or his contractors, which the Consultant could not reasonably avoid, Consultant shall inform the Owner of the circumstances and the adverse impact, if any. The impact on the fee shall be presented to the Owner for approval and any increase shall be mutually agreed upon in writing based on agreed rates. The time for completion of services shall be suitably increased with mutual consent.

## 48.0 Prints, Drawings & Specifications

The Consultant shall furnish to the Owner, prints and editable soft copies of all drawings, specifications, documents, schedules, progress report etc. prepared in relation to the Scope of Work.

## 49.0 Publication

Consultant, either alone or jointly with others, cannot publish material relating to the Services. Such

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publication shall be subject to approval of the Owner in writing.

## 50.0 Secrecy

The Consultant shall bind his employees who are involved in engineering of the FACILITY by a suitable secrecy Contract that may entail not to disclose the same to any other person except to the extent required, in the performance of the SERVICES for the FACILITY and shall maintain the utmost secrecy. The Consultant shall not use the documents, drawings and other data and information received from the Owner for any other purpose. This clause shall survive the termination of the Contract.

Consultant shall sign a secrecy agreement as per the terms and conditions stipulated by the Owner & if required by the Owner.

## 51.0 Omitted

## 53.0 Certificate of Completion of services

1. When the services have been satisfactorily completed in all respects as per the SoW, the Consultant may submit to the Owner a Certificate of Completion of services, which the Owner shall within fifteen days of the receipt thereof, sign and return to the Consultant.
2. If the Owner has reasonable grounds for withholding the Certificate of Completion of SERVICES it shall, not later than seven days after receipt of the Certificate of Completion of SERVICES, issue to the Consultant a list of items of services which remain to be done for the want of which the pipeline cannot be used or cannot be operated safely (hereinafter "Critical items" ) When the Critical items have been completed, the Consultant may re-submit the Certificate of Completion of Works, which the Owner shall then sign within 15 (fifteen) days of the receipt thereof and return to the Consultant.

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## SECTION-V

### SPECIAL CONDITIONS OF CONTRACT (SCC)

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The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

- GCC 1.1 AGCL is Assam Gas Company Limited.
- GCC 1.1 Site means locations as mentioned in Scope of Services.
- GCC 3 1. Corrupt or Fraudulent Practices
- 1.1 AGCL requires that Bidders observe the highest standard of ethics during the procurement and execution of the Contract.
- 1.2 AGCL will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- GCC 8.1 For notices, AGCL's address shall be:  
Kind Attention: Shri S. Tamuli, DGM(TS)  
ASSAM GAS COMPANY LIMITED, Duliajan, Assam - 786602
- GCC 9.1 The governing law shall be the laws of India. The courts of Dibrugarh, Assam shall have exclusive jurisdiction over the disputes arising out of or/and in relation to the Contract.
- GCC 11.1 The Services shall be performed as per Scope of Work/ Services of RFP document and Price bid format.
- GCC 14.1 The prices charged to perform Services shall not be adjustable except as specifically provided.
- GCC 16.0 The tax clauses specified in ITB Clause 14.0 shall apply. AGCL shall evaluate the Price Bids in accordance with ITB Clause 36.
- 17.5 The Performance Guarantee amount shall be 10% of the Contract Value till defect liability period plus claim period of 2 months.
- GCC 17.3 The Performance Guarantee shall be denominated in INR.
- GCC 23 Consultant shall be responsible to take all insurance applicable to Consultant required for the performance of Scope of Services.

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GCC 24 Further the Contract Value shall be deemed to be inclusive of all such cost for transportation, insurance and other related cost and no claim of the Consultant for additional compensation towards such cost shall be entertained by AGCL.

Bidders are required to submit the Tender Fee and Bid security (EMD) physically within seven days from the due date and time of bid submission, in sealed envelope at the address of correspondence given at GCC 8.1.

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## **SECTION-VI**

### **FORMS & PROCEDURES**

# **ASSAM GAS COMPANY LIMITED**

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## **SECTION-VII**

### **PRICE BID FORMAT (SOR Format)**



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## **SECTION-VIII**

### **DETAILED SCOPE OF WORK**

# ASSAM GAS COMPANY LIMITED

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## DETAILED SCOPE OF WORK

### A. PROPOSAL FOR PROJECT MANAGEMENT CONSULTANCY

Proposed pipeline projects are as mentioned below:

1. AGCL proposes for capacity up gradation of the existing 4” NB x 46 km Uriumghat – Golaghat gas pipeline thereby constructing a new 8” NB 46 Km pipeline from Uriumghat to Golaghat and hooking it up with existing AGCL gas pipeline at Golaghat and a 8” NB 5 Km pipeline connecting ONGCL gas field Nambar GGS to Khoraghat GGS offtake point.
2. Installation of 6” dia around 50 km MS pipeline from Golaghat town up to Numaligarh to cater gas supply to nearby tea factories .

Brief project technical information is enclosed as Annexure-I.

### 1.0 BRIEF SCOPE OF WORK OF CONTRACTOR/BIDDER/CONSULTANT

The scope of work is broadly defined under the following heads but not limited to:

- N. Preparation of Detailed feasibility report including Risk Management of the project along with the detailed Risk analysis. The Risk Management Plan (RMP) & disaster management plan (DMP), Health & Safety
- O. Preparation of Basic and detailed engineering package of pipeline network.
- P. Preparation of tender document followed by work order for selection of contractor for environment clearance
- Q. Planning & Scheduling
- R. Preparation of all tender documents for all purchases of materials including pipes as per approval of AGCL
- S. Preparation of tender documents for selection of pipeline laying contractor.
- T. Preparation of all purchase orders and work orders etc.
- U. Expediting of equipment/Materials being manufactured by vendors including contractors supplied items.
- V. Appointment of third party Inspection agency
- W. Management of Construction Stores and Stores Accounting
- X. Construction & Supervision.
- Y. Reporting system
- Z. Testing & Project Commissioning.

The PMC Consultant shall consider split contracts of the Construction tender, i.e. single tender with multiple spreads.

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The consultant shall work in line with Specification of the Owner and applicable statutory guidelines in force time to time and shall design in compliance to PNGRB requirements and all other applicable Indian statutory requirements. Consultant shall ensure the Safety / Quality Compliance as per PNGRB standards, ASME, OISD, API over & above the EC standards and other local statutory compliances. Consultant is required to assist OWNER in representing/liasoning with any statutory authority for the purpose of the project including PNGRB. Assistance includes making presentation to Statutory Authorities including PNGRB.

The length indicated in the document is for indicative purpose. In case of any variation in length on account of rerouting, engineering feasibility etc no extra amount shall be paid. SV station location and number of stations shall be considered as per ASME B 31.8 / latest PNGRB compliance and any other applicable Code and Standard.

## 2.0 DETAILED SCOPE OF WORK

### i) Initial Studies:

Review and analyze the "Initial Data" and discuss with Owner to verify for harmonious integration with the source or existing network while developing the transmission system.

### ii) Conceptual Design:

Review of approvals obtained by OWNER from various external Authorities, and recommends any others to be obtained by owner.

Carry out technical feasibility study based on the terrain, geographical and soil conditions and report to Owner for any alterations on the final route and also for suitable selection of plots for getting land for SV's, pig launching / receiving terminals, IP's, and metering stations

Consultant shall carry out simulation for project pipeline based on base case carried out by Owner and considering proposed customers, sources of supply, adequate volume availability at interconnection point and maximum available pressure and consultant shall also verify that the throughput capacity of the pipeline system network meet the bid conditions as provided by owner.

Consultant shall prepare Conceptual P&ID's and flexibility study Drawings using latest licensed version of AUTOCAD or any other valid widely used software. For calculations and other requirements, PMC Consultant shall use necessary licensed softwares like STAAD, CAESAR-II, TGNET, K-PIPE, HYSIS, ISOGEN, Primavera, MS Projects, Material Management Software, GIS any other based on the nature of work. Consultant can use software compatible to PNGRB requirements for Simulation purpose.

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The Consultant shall conduct Hazard and Operability (HAZOP) study for the total pipeline. The format and methodology for HAZOP shall be agreed with the Owner at the start of the BEP. Consultant shall complete the HAZOP study before issuing the RFP for tendering for Hazop study. Contractor shall comply all the requirement of such HAZOP recommendations without any time and cost implication.

Technical data and drawings have to be prepared by the PMC Consultant according to the Prevailing rules and / or standards. The PMC shall be responsible for technical correctness support for acquiring, processing the data & drawing which are required to highlight design, specification and drawings to the concerned authority.

The PMC shall follow all latest Norms / Standards / Codes as per prevailing and good engineering practice locally and internationally. PNGRB regulations and Technical & safety standards shall be strictly followed while preparation of all technical specifications, designs, drawings, data sheets etc.

Establish Basic Engineering Package (BEP) followed by a design basis document. Consultant shall review & produce an initial data compilation to discuss with Owner, in order to harmonize the network integration, which is under development in phases, future scope of network. Establish all drawings, Specifications, data sheets, QAP's, P&ID's, Basic layout, Flow Sheets, Layout drawings, CP system. Establish final acceptance level for entire pipeline including SV, Pigging, Dispatch, Receiving, metering stations (for all the customers identified).

Consultant shall have "Subject Matter Experts" for Stimulation studies / flexibility studies, Environmental issues, Risk assessment engineers, HDD, Integrity Engineers, C.P and Intelligent pigging activities which shall also includes the verification of qualification / certification / training on such special areas and also their work experience after attaining such qualifications. Specific assignment basis Subject Matter Experts (SMEs) can be hired by Consultant.

Consultant shall have their own environmental engineers who can review and under take all geo-tech studies in house.

Consultant shall have a dedicated HSE department, who will specify the need and recognition of National /International safety norms and to follow best practices of Safety.

Define operational acceptance criteria before taking over the pipeline system from various contractors.

Design life of pipeline shall be 40 years with back up calculations for maximum and normal operating flows considering Owner's inputs for flow, pressure and temperature.

Selection of wall thickness shall be based on location class and operating conditions including combined stress check and elastic bend radius calculations, Seismic considerations shall be given and method of verification shall be carried out for all such location en-route of the pipeline

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with reference to statutory body's data Casing pipe thickness calculations for cased crossing including railway and highway crossings and anti-buoyancy calculations. The grade of pipeline shall be discussed with Owner and Consultant shall also give all possible techno commercial options for selecting the right grade of line pipes.

Stress analysis shall be carried out for pipeline including station piping. Consultant shall also carry out Dispersion Analysis etc. Consultant shall provide blow down calculation, Piping Material Specification (PMS) for A/G and U/G piping, pipeline size verification report based on hydraulic study and Operation & Maintenance philosophy for this project.

Consultant shall provide design Basis for Process, Pipeline Construction, Civil & Architectural, Mechanical, Piping, Alignments drawings Cathodic protection, Electrical, Instrumentation works and competent personnel especially for the following;

- HDD Design
- Cathodic Protection Design
- Intelligent Pigging Specification/Interpretation

Consultant shall ensure seamless integration of SCADA / Telecom system for the entire pipeline project. The system shall be on open architect basis, the communication protocol shall be open type and shall enable for any third party integration in future.

## 4.0 FACILITIES

### a) Equipment:

- Prepare and/or develop P&ID's, Basic Layout, Duty Specifications of Equipment, Piping Classes.
- PMC shall make data sheet/specification/drawings for DG/UPS, different panels, various cables, area lighting, single line diagram, Earthing layout etc.
- Define the spares required for various equipment's and Instruments
- Define the safe distance between the Piping system & Control Room etc.
- PMC shall review Datasheet / Specifications / Drawings /Scheme for metering /Filtration / PRS Skids, various panels, instrumentation and electrical cables, and consider the suitability for different customers.

### b) Station:

- Establish and prepare layout drawings, P&ID's, GA drawings.
- Preparation of specifications, drawings for civil works, design of foundations for Control Room, building for CP and / or SCADA stations if applicable as per the stations requirement and safety requirement.
- Preparation of drawings for piping supports wherever applicable.
- Establish specifications, design and layout for firefighting wherever applicable including fire and gas detection system, fire hydrant and sprinkler system, CO2 flooding/ FM 200

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system for all stations wherever applicable.

## c) Cathodic Protection System:

- Review of soil resistivity survey data and other utilities including the high tension power lines  
for the entire route from the alignment and necessary mitigations shall be proposed by the Consultant, if required the Consultant shall suggest the Owner of possible change in the route to avoid any maintenance issues for the pipelines in future.
- Develop design basis for cathodic protection systems during pipeline construction considering the life cycle approach. C.P being the critical activity of pipeline system, the Consultant shall advice the Owner on the method of selecting and execution of C.P system for the project.
- Design / Technical specification, detailed engineering for various items like TR units, anode beds, cables, TLP points including Battery backup units.
- Specifications for design, supply, installation, testing and commissioning of CP systems.
- Specification for Corrosion monitoring system.

## d) Architectural/Civil/Structural:

- Overall plot plan location wise for various above ground stations.(CP/SV/IP/CS)
- Architectural drawings for various buildings at each of the stations.
- Site grading plan and layout of roads /Boundary wall/ storm water disposal / sewage disposal at above locations.
- Layout for individual facilities at each of the stations including buildings (plant and non plant).
- Fire fighting facilities at all stations.
- Detailed technical specification for Plant / Non plant buildings, Equipment Foundations, Roads, Drains, Compound wall etc.
- Green belt development plan and environmental protection plan as per statutory requirements, SPCB, MOEF and Forest guidelines.

## e) Mechanical:

- Layout / drawings and design of piping at all stations.
- Data sheets for all other items, accessories/spares related to above items/work.
- Detailed technical specifications, Data sheets, and QAP for all mechanical related items.

## f) Electrical:

- Preparation of electrical design basis, preparation of single line diagram covering power, lighting, control and instrument power supply. Power saving system shall be introduced for all the stations.
- Overall circuit diagrams showing all equipment for power distribution and all essential

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connections.

- Cable schedule for Power Control and Lighting cables
- Cable layout diagram
- Layout of electrical equipment, routing of power cables, general lighting for installations, Buildings and Roads.
- Earthing scheme covering number of earthing pits, earthing grid, identification of equipment for earthing, detailing of earthing connection.
- Identification of process requiring interlocks, scheme for interlocks, Identification of equipment required for interlocks, etc.
- Technical specification for circuit breakers, transformers, switch gear, UPS, panels, cables, DG Set, FA System, Clean Agent system, HC Detectors and all other electrical equipment.
- Prepare Specification for Electrical System including Hazardous Area Classification.

g) Communication/Instrumentation:

- Prepare Specification for OFC and Conduit. Number of fibers be discussed and finalised with Owner.
- Prepare Specification for Splicing and Jointing. Spare duct and cable shall be considered for all HDD's and major crossings
- Prepare Specification for Instrumentation.
- Piping & Instrumentation diagram and integration with other instrumentation systems
- Cable schedule for Instrumentation cables.
- Cable layout diagram.
- Schematic drawing showing instruments.
- List of all indicating instruments.
- List of all locally/field controlled instruments & remote controlled instruments.
- Classification and Technical specifications of all Instruments.
- Detailed design of logic control loops, interlocks, PLC/other controls.
- Detailed design of internal corrosion monitoring systems
- Review of vendor design, comments & modifications and suggestions on other available alternatives.
- Preparation of Circuit diagrams showing all cable connections.
- Consultant shall do review/approval of vendor design /drawing/document and interface/integration of SCADA/Telecom system with pipeline instrumentation system in line with OWNER's philosophy
- PMC has to provide Complete I/O list considering Process parameters and Health points of auxiliaries which requires to be monitored through SCADA. Functional Design specification & other engineering documents for SCADA and Telecommunication Equipments needs to be reviewed by Engineering Consultant. PMC also has to supervise and certify installation, Testing, Commissioning, FAT and SAT for SCADA and Telecommunication packages.

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- PMC to consider integration of existing Telecom/SCADA network with said pipelines and also review and approve the vendor document for SCADA/ Telecom and to witness of Field Assessment Test (FAT) /Site Assessment Test (SAT) including integration test for both SCADA/Telecom wherever applicable.

## 5.0 SPECIFICATIONS

- Consultant to furnish all the specification and design basis which shall enable to complete the pipe line network, but not limited to, the following specifications and codes.
- Prepare Line-pipe Specification and Coating Specification and consultant shall provide line pipe quantity (BOM) for different class locations as per engineered PDI.
- Prepare specifications for Buried & A/G Valves and all other valves including BOM. There shall be SVs/ IPs in all pipe lines as per PNGRB guidelines The location shall depend on class location SV's shall have GOV & signal shall be sent to SCADA through RTU for remote operation.
- Preparation of specification for special protection at hilly area, rocky area, marshy areas and at all places as required for additional safety measure for protecting the pipeline for 40 years design life.
- Prepare specifications for Station Pipes, Fittings,, flanges, fasteners, gaskets, Launcher/Receiver, IJ, Flow tee, etc. Provide painting specification.  
post commissioning coating survey, CP survey etc with all associated facilities.
- Prepare specifications for survey, soil investigation and topographic survey. (Survey specification for major crossings) anti buoyancy requirements.
- Prepare all specifications for pipeline construction like Route Survey, Trenching, Stringing, Welding, Bending (cold and hot induction bends), NDT, Joint Coating, lowering, backfilling Testing, Drying, , Hot-Tapping, TCP and PCP System; Caliper pigging and Intelligent Pigging, Pre- commissioning & commissioning, Civil Work, Electrical Works, Terminals, Tap-Offs and all associated facilities.
- In addition to these; Health, Safety and Environmental requirements shall be specified, addressing all relevant requirements for safe and reliable execution of the project in accordance with international standards in line with Equatorial principles.
- Prepare all data required for PNGRB, MOEF, PESO, and other statutory clearances as required from time to time.

## 6.0 PROJECT MANAGEMENT:

### A. CONTRACTOR'S PROJECT MANAGER'S (CPM) ROLE:

- To be managed from Duliajan office. Consultant to make necessary provisions to setup a local office at Duliajan for the execution of this project and to work closely with OWNER's team
- The Project Manager shall be sitting at the consultant office which is near to the AGCL's corporate office with full supporting staff. Consultant, shall establish the Duliajan office within 30 days from the date of award / LOA and maintain till handover / close out of the project.



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- Master Schedule shall be prepared within 30 days from the date of award / LOA; Consultant shall highlight all delays time to time in their progress report including catch up plans to cover the delays.
- Review and Approval of design, QAPs, all Drawings and Documentation(Engineering and Vendor Deliverables) on behalf of Owner. The review and approval process shall be completed within Seven (7) working days from the receipt of documents. While reviewing the documents, Consultant shall ensure all potential comments shall be given in first instance.
- Carry out regular audits at various vendors' premises of critical items like Line pipes, Valves, fitting, equipments, metering systems etc. The consultant shall witness all quality test for line pipes and coating at pipe mill and make arrangement for AGCL personnel for the same as well..
- Review & verify the vendor capabilities.
- Project Co-ordination Procedure shall be prepared by the Consultant.
- Co-ordination with other contractor on day to day basis.
- Approval of Supplier Drawings / Designs.
- Monitoring the procurement progress for the total project.
- Expediting and Inspection as and when required.
- Ensuring proper transportation, logistics and material management.
- Technical Assistance in Insurance claim.
- Certify the line readiness before commissioning and ensure that all necessary statutory clearance is in place before Gas - In.
- As-built approval and project close out including the learnings from the project.
- Quality Assurance plan shall be submitted to the Owner for monitoring purpose.  
Consultant's participation in the quality assurance program will focus on the vendor's compliance with applicable quality control measures. Such elements as vendor qualification surveys, provision of correct and complete documentation to the vendor, inspection and testing during fabrication and production, monitoring material handling and control procedures of the vendor and proper handling, storage and shipping of equipment after manufacture are significant aspects of the quality assurance program. Consultant shall conduct audit of vendors to continually ensure that they are complying with the quality assurance requirements as stipulated in procurement documents.
- Vendor List:  
A vendor list is to be prepared for supply of Materials and Equipment in consultation with Owner. This list will be based on Consultant's and Owner's experience with Indian and Worldwide vendors. The vendor list is to be submitted for approval of Owner. If the Owner rejects certain Vendor, the Consultant shall replace such Vendor with a new one, provided the request of the owner is reasonable.
- Warranties and Guarantees:  
Consultant shall obtain from the vendors, the best possible warranties and guarantees

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covering workmanship and materials for the benefit of Owner and shall take all steps to ensure that such warranties and guarantees are enforced.

Expediting and Inspection:

Expediting reports will reflect the expeditor's assessment of the order status and in the event of problem areas, the actions taken, suggested or required. Consultant shall be responsible for anticipating problems and taking corrective action.

In the event of delivery slippage by a vendor, a report shall be issued detailing the basis for the slippage and advising the actions required for meeting project timelines.

Consultant shall be required to submit to the Owner weekly progress reports covering engineering, manufacturing, commissioning etc.

Vendor data shall be expedited. Detailed schedules for receipt of engineering information from the vendor should be established, based on the requisition requirements and in keeping with engineering schedule requirements.

Delivery updates and other pertinent expediting information shall be provided for inclusion in a monthly Material Status Report. Any significant delivery slippage shall be highlighted and the remedial action noted allowing Consultant to evaluate potential scheduling problems.

Inspection reports shall be issued to owner upon each shop visit.

Consultant to assist owner to get insurance claim of any accident and also Consultant to extend their services for inspection of repairs or replaced material as and when required.

Quality Control:

Owner shall be appointing independent Third Party Agency for quality control of materials and during construction of pipeline.

## B. PROJECT MANAGEMENT SERVICES:

The PMC Consultant shall:

- Prepare and update project master schedule.
- Establish cost planning and control system, which is to be submitted to Owner for approval.
- Establish cash flow forecast based on the master schedule.
- Establish a Project Quality Plan for acceptance levels of Facility.
- Establish a reporting system on week / fortnight basis which will give as a minimum but not limited to:

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- Project status report
- Progress on Engineering front
- Progress on Procurement
- Progress on Construction work
- Details of Costing
- Status of Quality reporting
- Status of pending activities along with action plan (Frequency of reporting to be weekly)
- Establish final acceptance level, before commissioning.
- Issue a final acceptance certificate for complete pipeline system. A complete Facility close out report shall be prepared by Consultant with all the highlights of Facility including time schedule, cost overrun, if any, audit report, Construction stage wise photographs, NCRs, Facility learning etc.
- Review all contractual points before handing over, and shall establish a "Punch List".
- Be responsible for commissioning of entire Facility, as a whole, and submission of commissioning report to Owner.
- Be responsible for preparation & submission of operation procedure report to Owner.
- Consultant shall be responsible for the total execution of work from engineering stage to final commissioning and shall not back out in providing any services related to the Facility.
- Progress presentation along with executive summary, critical issues, action plan, look ahead schedule to OWNER management (monthly). The format for presentation shall be agreed mutually.
- Consultant shall be responsible for completion of the project in time without any cost overrun and maintain the same quality standards stated in the bid. Consultant shall drive the project and advise OWNER from time to time the necessary precautions to safeguard the project to avoid delay in completion and cost overrun.

## 7.0 REQUEST FOR PROPOSAL (RFP) DOCUMENT:

- The PMC Consultant shall prepare all the data required for Invitation to Tender documentation (RFP) for selecting construction contractor / vendor, which include Commercial Part of the RFP, but not limited to the following.
- PMC consultant need to establish philosophy for all pipeline activities.
- Establish Scope of work for each work.
- Establish design basis document including relevant codes, standards and norms for systematic related actions.
- Establish all technical specifications, data sheets and technical drawings, plot plans, P&ID'S, PFD's, typical drawings, Alignment sheets as per analysis of survey data, Electrical and Instrumentation drawings.
- Establish all construction and Installation specifications, standards to be followed for various activities like Welding, Laying, commissioning, OFC, Electrical, Instrumentation, Civil, CP, Coating, post installation survey, Crossings, SH&E Procedure, Operational procedure etc.

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- Preparation of procedures for As-Built documentation.
- Preparation of Quality Assurance plan for the project
- Establish General terms / Special terms and conditions, Forms and Formats for RFP document as per National / International standards.
- Specification for HDD sections and number of HDD sections are to be provided by PMC.
- The above information does not relieve the consultant from the obligation in completing the scope, which shall form an Integral part of the RFP document and shall cover the total requirements.

## 8.0 COST ESTIMATION

- Overall Cost estimate to be submitted to Owner after completion of Engineering and Scope of Tender/RFP. The cost estimate has to be prepared for the project.
- Assumptions & basis for cost estimate, this cost estimate shall include the preparation of documentation to support the cost estimate. This shall include all factors of major cost-significance.  
The accuracy of cost estimate shall be within +/-10%.
- PMC shall consider direct and indirect cost for various supply item, installation, testing, commissioning etc based on final BEP/RFP for different project for the purpose of estimation.

## 9.0 CONSTRUCTION SUPERVISION

- Site Supervision shall be done during the construction / erection of project which includes pipeline as well as all associated facilities, OFC, CP System, Civil, Mechanical, Electrical, and Instrumentation, metering system, hot tap-off, SCADA telecom till commissioning and hand-over to OWNER.
- Supervise all site activities at each stage.
- Approve all work procedures, QAP's, ITPs, Drawings and design related to construction activities.
- Supervise the construction activities from ROW survey / Grading till commissioning of the project.
- Plan, execute and communicate the construction progress to the Owner on a weekly basis. The team shall ensure timely completion & shall give action plan on weekly basis.
- Be responsible to certify the pipeline, so as to ensure that it meets all the standards / codes and specified requirements of Owner.
- Identify all critical milestones for surveillance, and inform Owner accordingly well in advance.
- Certify site reports, progress report and Invoice of EPC/Construction contractor/Vendor.
- Ensure that all necessary tests have been conducted and passed, and documented the same as a quality records.
- Prepare pre-commissioning/commissioning procedure duly approved by Owner.

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- Supervise the commissioning activities of pipeline system.
- Be responsible for commissioning of entire projects in totality and hand over to Owner. Owner will provide gas for commissioning and consultant to certify pipe readiness for commissioning with all applicable deviations if any, ensure all pre commissioning checks are done as per applicable statutory codes and standard engineering industry practice and all major/critical punch points are closed before gas in.

## 10.0 OWNERS DATA

Owner will only provide the following information,

- Route survey details
- Gas Composition
- Owners Input data (like Route map, Alignment sheets, Crossing details) for project shall be provided to Consultant. However any other details required by PMC consultant shall be arranged by him at his own expense.

## 11.0 DOCUMENTATION

The following documents are to be submitted to Owner:

- Master Schedule
- Consultant shall submit progress report on daily, weekly, fortnight and monthly basis during BEP, RFP preparation stage, construction, commissioning stages. The format of report shall be jointly finalized during kick off meeting.
- The Progress Report and Project Cost Summary shall also be submitted in line with PNGRB requirements.
- Draft BEP : 1 hard copy and one soft copy
- Final BEP : 1 hard copy + two soft copy (each in CD-ROM and in flash drive)
- Draft RFP : 1hard copy and one soft copy
- Final RFP: 1 hard copy + two soft copy (each in CD-ROM and in flash drive)
- Close out report: 1 hard copy and one soft copy

Pipe book, Hazop study, Environmental studies, all construction test reports, Fit for purpose certificate, all the documentation and reports as given in PNGRB T4S regulation are to be submitted to the owner at the time of Handing over-Taking over of the pipelines.

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## Annexure-1 Brief Project Description

P1)

A. Nambar GGS to Khoraghat (Pipeline length ~ 5 km) Pipeline Project.

TOTAL PIPELINE LENGTH : 5.0 KM  
TAKE-OFF POINT : Nambar GGS  
TERMINAL POINT : Khoraghat GGS

The proposed pipeline crossing no. of Roads, Railway, River, Canals, etc is to be assessed by the PMC consultant during the site visit.

B. Uriumghat to Golaghat (Pipeline length ~ 46 Km)

AGCL is developing a pipeline to connect Uriumghat AGCL compressor station to Golaghat Trunk pipeline

TOTAL PIPELINE LENGTH : 46.0 KM (Approx.)  
TAKE-OFF POINT : Uriumghat AGCL compressor station  
TERMINAL POINT : Golaghat Trunk pipeline

P2) Installation of 6" dia around 50 km MS pipeline from Golaghat town up to Numaligarh to cater gas supply to nearby tea factories .

TOTAL PIPELINE LENGTH : 50km  
TAKE-OFF POINT : Golaghat Trunk pipeline at Golaghat  
TERMINAL POINT : Numaligarh to cater to various Tea factories in the vicinity

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## SECTION-IX – OMITTED

## SECTION-X

### LIST OF DOCUMENTS TO BE SUBMITTED BY BIDDER

1. FORM: COVERING LETTER
2. FORM F1: BID FORM AND APPENDIX TO BID FORM
3. FORM F2: BIDDER'S GENERAL INFORMATION
4. FORM F3: LIST OF REQUIRED CREDENTIALS
5. FORM F5: PRESENT COMMITMENT OF THE BIDDERS
6. FORM F7: NO DEVIATION/ MODIFICATIONS
7. FORM F9: LETTER OF AUTHORITY
8. FORM F10: PERFORMA FOR BG FOR EMD/ BID SECURITY
9. FORM F11: PERFORMA FOR PERFORMANCE BANK GUARANTEE -unconditional
10. FORM F-16: CONFIDENTIALITY AGREEMENT
11. FORM F-17: POWER OF ATTORNEY
12. FORM F-18: DECLARATION

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## COVERING LETTER FOR SUBMISSION OF THE BID {Required on the letter head of the bidder}

Ref. No.:

Date:

To,

Shri S.Tamuli, DGM(TS)  
Assam Gas Company Limited,  
Duliajan, Assam – 786602

Our Offer No. :

Dear Sir,

With reference to the above:

1. I/We (Bidder Name) hereby confirm that the required work shall be performed as per tender document within the specified completion period. A separately signed and accepted, Schedule of Rates quoted for the complete material required / quoted in accordance with Notice Inviting Tender, General conditions of Contract, Special Conditions of Contract, Schedule of Rates of Completion of Job, Technical specifications and other documents and papers, all as detailed in the Tender documents is also submitted.
2. It has been explained & understood to me/us that the time stipulated for jobs and completion of work in all respects and in different stages mentioned in the “Time Schedule” of completion of jobs and signed and accepted by me/us is the essence of the CONTRACT. I/We agree that in the case of failure on my/our part to strictly observe the Time of Completion mentioned for jobs or any of them and to the Final Completion of Facility in all respects according to the schedule set out in the said “Time Schedule” of completion of jobs, I/We shall pay compensation to the OWNER as per provisions and stipulations contained in General Conditions of Contract and I/We agree to recovery being made as specified therein. In exceptional circumstances, extension of time which shall always be in writing may, however, be granted by the Project manager / Engineer-in-Charge at his entire discretion for some items of work, and I/We agree that such extension of time will not be counted for the extension of completion dates stipulated for job and for the Final Completion of supply as stipulated in the said “Time Schedule” of completion of jobs.
3. I/We also agree to pay the Bid Security / Earnest Money Deposit and accept the terms and conditions laid down in the memorandum below in this respect.

### MEMORANDUM:

- a) General Description of Work:
  - b) Earnest Money / Bid Security: (Rupees) \_\_\_\_\_  
The Earnest Money / Bid Security is payable in the manner set out in para 5 below & also as per the format attached.
  - c) Performance Guarantee Deposit:  
10% of the Contract / Order amount which will be paid in the manner set out in the General Terms & Conditions & as per the format attached.
4. Should this tender be accepted, I/We hereby agree to abide by and fulfill all terms and



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conditions referred to above and in default thereof, to forfeit and pay to AGCL or its successors or its authorized nominees such sums of money as are stipulated in conditions contained in General Tender Notice and other Tender Documents.

5. I/We hereby pay the Earnest Money/ Bid Security of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) in Bank Demand Draft/ Bank Guarantee No. .... issued by..... (as listed in ITB) in favour of Assam Gas Company Limited.

6. If I/We fail to commence the scope of work mentioned in the bid document, I/We agree that AGCL or its successors without prejudice to any other right or remedy be at liberty to forfeit the said Earnest Money / Bid Security in full. AGCL shall also be at liberty to cancel the Notice of Acceptance of Tender if I/We fail to submit Earnest Money / Bid Security in full as aforesaid or to execute an Agreement or to start SUPPLY as stipulated in the Tender Documents.

I/We enclose herewith evidence of my/our experience of execution of works of similar nature and magnitude carried out by me/us in the prescribed proforma.

(Seal and Signature of the Bidder)

# ASSAM GAS COMPANY LIMITED

(A GOVT. OF ASSAM UNDERTAKING)

Tender No: AGCL/TS/PMC-GHT/2018/01 Dated: 01.09.2018

F-1 (BID FORM AND APPENDIX TO BID FORM)

To,

Shri S. Tamuli, DGM(TS)  
Assam Gas Company Limited,  
Duliajan, Assam – 786602

Dear Sir,

After examining/reviewing the bid documents for “Engineering” including technical specifications, drawings, RFP, IFB, ITB, GCC, SCC, Price bid etc. the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the scope of work in conformity with the said Bid Documents, including Addenda, if any.

We confirm that our bid is valid for a period of 180 Days from the last date of Bid submission and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the performance guarantee equal to 10% (Ten percent) of the Contract Value, for the due performance within thirty Days of such award.

Enclosed herewith is the Appendix to the Bid form duly completed and signed. Until a final Contract is prepared and executed, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

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

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

(SEAL AND SIGNATURE) DATE:  
Duly authorized to sign bid for and on behalf of \_\_\_\_\_

(SIGNATURE OF WITNESS)  
WITNESS NAME:  
ADDRESS:

# ASSAM GAS COMPANY LIMITED

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## APPENDIX TO BID FORM (F-1)

Amount of Performance Guarantee:

10% of the Contract Value valid till 60 (sixty) days beyond defect liability Period shall be submitted within 30 days from the date of notification of award/ LOA/ PO.

Defect liability period: The Defect Liability Period for Services performed under this Agreement shall be for period of 12 months beyond commissioning/pre-commissioning of the entire project.

Effective Date: Date of Letter of Award.

Bid Validity Period: 180 days from the last date of Technical and Price bids submission (unless otherwise extended by the Owner).

Completion Schedule: As specified in RFP.

(Seal and Signature of the Bidder)

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## F-2 (BIDDER'S GENERAL INFORMATION)

To,

Shri S. Tamuli, DGM (TS),  
Assam Gas Company Limited,  
Duliajan, Assam – 786602

| Sr. No. | Details                                   | Submitted by Bidder                              |
|---------|---|--|
| 1       | Bidder's Name                             |  |
| 2       | Number of Years in Operation              |  |
| 3       | Address of Registered Office              | City/ State/ Country/ PIN/ZIP                    |
| 4       | Operation Address if different from above | City/ State/ Country/ PIN/ZIP                    |
| 5       | Phone Number                              | (Country Code) (Area Code)<br>(Telephone Number) |
| 6       | Fax Number                                | (Country Code) (Area Code)<br>(Telephone Number) |
| 7       | E-mail address                            |  |
| 8       | Website                                   |  |
| 9       | ISO Certification, if any                 |  |
| 10      | Type of Business                          |  |
| 11      | Banker's Name & Branch                    |  |
| 12      | Branch Code                               |  |
| 13      | Bank account number                       |  |
| 14      | PAN No                                    |  |
| 15      | EPF No.:                                  |  |
| 16      | GST No                                    |  |
| 17      | NSIC / SSI Registration No.               |  |
| 18      | PF Registration No.                       |  |

Note:

To be submitted on Bidders letter head.

Supporting documents to be submitted

Seal and signature of the bidder

# ASSAM GAS COMPANY LIMITED

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## F- 3 (LIST OF REQUIRED CREDENTIALS)

To,

Shri S. Tamuli, DGM (TS),  
Assam Gas Company Limited,  
Duliajan, Assam – 786602

Dear Sir,

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

- 1) Power of Attorney of the signatory to the bid document.
- 2) Purchase Order Copy/ Work completion Certificate to satisfy technical criteria of BQC.
- 3) Net worth certificate Duly Certified by Statutory Auditor. Copies of Audited accounts for last three financial years.
- 4) Copies of Statutory registration certificates i.e. certificate of incorporation, GST Registration, Permanent Account Number
- 5) A Copy of ISO Certification.
- 6) Organization chart with head of the project from the Bidder entity and all HOD of discipline like seismic design, intelligent pigging, HSE, process, mechanical, civil, HDD design, electrical, cathodic protection and instrumentation & control and CVs of the personnel. Bidder should also provide the details with back up document of licensed software available with them pertaining to design of pipeline projects.
- 7) Copy of Quality Manual to be submitted.
- 8) Un-price bid by mentioning Quoted/Not Quoted/Value of % value for taxes & duties, duly signed & stamped.
- 9) Copy of PF Registration Certificate.
- 10) Bidder to submit a soft copy duly signed & stamped of complete tender document including addendums, if any.
- 11) QA/QC and HSE program relevant to this work.

Note:

- 1) Above required documents has to be uploaded on (n) code site in “List of Enclosures for bidder”
- 2) Successful Bidder to submit a hard copy duly signed & stamped of complete tender document including addendums, if any.

(SEAL AND SIGNATURE OF BIDDER)

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## RFP

| Sr. No. | Full Postal Address and phone nos of Client & Name of Officer-in-charge | Description of the Work | Contract Value | Date of Commencement of Work | Scheduled Comp. Period | % Age Comp. as on date | Expected Date of completion | Remarks |
|---------|---|-------------------------|----------------|------------------------------|------------------------|------------------------|-----------------------------|---------|
|         |   |                         |                |                              |                        |                        |                             |         |
|         |   |                         |                |                              |                        |                        |                             |         |
|         |   |                         |                |                              |                        |                        |                             |         |
|         |   |                         |                |                              |                        |                        |                             |         |
|         |   |                         |                |                              |                        |                        |                             |         |
|         |   |                         |                |                              |                        |                        |                             |         |
|         |   |                         |                |                              |                        |                        |                             |         |
|         |   |                         |                |                              |                        |                        |                             |         |
|         |   |                         |                |                              |                        |                        |                             |         |
|         |   |                         |                |                              |                        |                        |                             |         |
|         |   |                         |                |                              |                        |                        |                             |         |

Note: This list must be a full list of all type of works in hand.

(SEAL AND SIGNATURE OF BIDDER)

# ASSAM GAS COMPANY LIMITED

(A GOVT. OF ASSAM UNDERTAKING)

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F-7 (NO DEVIATIONS / MODIFICATIONS)

To,

Shri S. Tamuli, DGM (TS),  
Assam Gas Company Limited,  
Duliajan, Assam – 786602

We (Bidder's name \_\_\_\_\_) confirm our acceptance to all terms and conditions mentioned in Bid document no. \_\_\_\_\_ and all subsequent clarifications, addendums, corrigendums etc., in totality and withdraw all deviations raised by us, if any.

Authorized Signatory with seal.

Date:

Place:

# ASSAM GAS COMPANY LIMITED

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F- 9 (LETTER OF AUTHORITY)

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT NEGOTIATIONS/CONFERENCES

No.

Date:

To,

Shri S. Tamuli, DGM (TS),  
Assam Gas Company Limited,  
Duliajan, Assam – 786602

Dear Sir,

We \_\_\_\_\_ hereby authorize following representative(s) to attend un-priced bid opening and price bid opening and for any other correspondence and communication against above Bidding Document:

- 1) Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_
- 2) Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

We confirm that we shall be bound by all commitments made by aforementioned authorised representatives.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

Note:

This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder. Not more than two persons are permitted to attend techno-commercial un-priced and price bidopening.



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F- 10 (PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/BID SECURITY)

(To be stamped in accordance with the Stamp Act)

Ref... .. Bank Guarantee No... ..

Date.....

To,

Shri S. Tamuli, DGM (TS),  
Assam Gas Company Limited,  
Duliajan, Assam – 786602

Dear Sir(s),

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

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

We, the \_\_\_\_\_ Bank at \_\_\_\_\_ having our Head Office  
\_\_\_\_\_

(Local Address) guarantees and undertakes to pay immediately on demand without any recourse to the tenderers by AGCL the amount \_\_\_\_\_ without any reservation, protest, demur and recourse. Any such demand made by AGCL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain valid upto \_\_\_\_\_ [this date should be 180 days from the date of bid submission]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s. \_\_\_\_\_ whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_ at \_\_\_\_\_.

WITNESS:

(SIGNATURE)  
(NAME)

(SIGNATURE)  
(NAME)  
Designation with Bank Stamp

# ASSAM GAS COMPANY LIMITED

(A GOVT. OF ASSAM UNDERTAKING)

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(OFFICIAL ADDRESS)

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

Date: \_\_\_\_\_

## INSTRUCTIONS FOR FURNISHING EARNEST MONEY DEPOSIT/BID SECURITY

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.
2. The expiry date as mentioned in bid document should be arrived at by adding 60 days to the date of expiry of the bid validity unless otherwise specified in the Bid Documents.
3. The bank guarantee by bidders will be given from bank as specified in Clause 6.5 of IFB.
4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee /all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB.
5. Bidders must indicate the full postal address of the bank along with the bank's E-mail/ Fax from where the earnest money deposit has been issued.

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F-11 (Proforma for Performance Guarantee - Unconditional)

[on stamp paper of appropriate value]  
[from a scheduled bank]

Date:

Loan / Credit No:

IFB No:

[Name of Contract]

To: [Name and address of Purchaser]

Subject : Bank Guarantee No. [insert]

WHEREAS, [insert] a company incorporated under [insert] having its registered office at [insert] and a company incorporated under [insert] having its registered office at [insert] and a company incorporated under [insert] having its registered office at [insert] (collectively hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) have entered into a Contract for \_\_\_\_\_ for [insert description of the Project] at [insert location State of Assam, India], dated [insert] (hereinafter such agreement, as amended modified or supplemented, referred to as the "Contract") with AGCL a company duly incorporated and existing under the laws of India having its registered office at Dulijan (hereinafter referred to as the "Purchaser" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns).

WHEREAS, it has been stipulated under Clause 6.4 of IFB of the General Conditions of Contract that the Consultant is obliged to furnish to AGCL an irrevocable, unconditional, first demand bank guarantee issued by specified financial institutions acceptable to AGCL, for a sum equal to 10% (ten percent) of the Contract Value for the due performance by the Consultant of the Contract.

AND WHEREAS, [insert] having its registered office at [insert] and a branch office at [insert name of city in India] India, hereinafter referred to as the "Bank" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors), being a schedule bank in India and acceptable to AGCL, has at the request of the Consultant agreed to issue this performance bank guarantee in favour of AGCL.

NOW THEREFORE THIS BANK GUARANTEE WITNESSETH AS FOLLOWS:

- 1) The Bank hereby undertakes the pecuniary responsibility of the Consultant to AGCL for the due performance of the Contract and for the payment of any money by the Consultant to AGCL and hereby issues in favour of AGCL this irrevocable and unconditional performance and payment bank guarantee (hereinafter referred to as the "Guarantee") on behalf of the Consultant in the amount of Indian Rupees / USD [insert] (insert an amount equal to Ten percent (10%) of the Contract Value) (hereinafter referred to as the "Guarantee Amount".)
- 2) The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to AGCL without any demur, reservation, cavil, protest or recourse; immediately on receipt of first written demand from AGCL, any sum or sums (by way of one or more claims) not exceeding in the aggregate the amount of Indian Rupees /USD[insert] (insert an amount equal to Ten percent (10%) of the Contract Value) without AGCL needing to prove or to show to the Bank grounds or reasons for such demand for the sum specified therein and notwithstanding any dispute or difference between AGCL and the Consultant in respect of the performance of the

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Contract or moneys payable by Consultant to AGCL or any matter whatsoever related thereto.

- 3) The Bank acknowledges that any such demand by AGCL of the amounts payable by the Bank to AGCL shall be final, binding and conclusive evidence in respect of the amounts payable by the Consultant to AGCL.
- 4) The Bank hereby waives the necessity for AGCL from demanding the aforesaid amount or any part thereof from the Consultant and also waives any right that the Bank may have of first requiring AGCL to pursue its legal remedies against the Consultant, before presenting any written demand to the Bank for payment under this Guarantee.
- 5) The Bank further unconditionally agrees with AGCL that AGCL shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time, to:
  - (i) vary and/or modify any of the terms and conditions of the Contract,
  - (ii) extend and/or postpone the time for performance of the obligations of the Consultant under the Contract, or
  - (iii) forbear or enforce any of the rights exercisable by AGCL against the Consultant under the terms and conditions of the Contractand the Bank shall not be relieved from its liability by reason of any such act or omission on the part of AGCL or any indulgence by AGCL to the Consultant or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.
- 6) The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by Purchaser to timely pay or perform any of its obligations under the Contract.
- 7) Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever and by whomever imposed; and where any withholding on a payment is required by law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that Purchaser receives the full amount due hereunder as if no such withholding had occurred.
- 8) This Guarantee shall be a continuing bank guarantee and shall not be discharged by the change in constitution of any member of the Consultant and the Guarantee shall not be affected or discharged by the liquidation, winding up, bankruptcy, reorganization, dissolution or insolvency of any member of the Consultant or any other circumstances whatsoever.
- 9) This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by AGCL to secure the performance of the obligations of the Consultant under the Contract.
- 10) The Bank agrees that AGCL at its option shall be entitled to enforce this Guarantee against the surety, as a principal debtor in the first instance without proceeding at the first instance against the Consultant.
- 11) Without prejudice to any continuing liability to perform obligations under this Guarantee which have arisen prior thereto, the Bank shall be released from any further obligations arising hereunder after [insert] (insert the date as per clause 16).

# ASSAM GAS COMPANY LIMITED

(A GOVT. OF ASSAM UNDERTAKING)

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- 12) AGCL may assign this Guarantee to any person and in such case AGCL shall inform the Bank in writing. This Guarantee shall not be assigned or transferred by the Bank.
- 13) All disputes arising under this Guarantee shall be referred to a tribunal comprising three (3) arbitrators under the (Indian) Arbitration and Conciliation Act, 1996. Each Party to the arbitration shall appoint one (1) arbitrator and the two (2) arbitrators thus appointed shall choose the third arbitrator who will act as a presiding arbitrator of the tribunal (together forming the "Arbitral Tribunal"). The decision(s) of the Arbitral Tribunal, shall be final and binding on the Parties. The venue of arbitration shall be Dibrugarh, Assam. This Clause 13 shall survive the termination or expiry of this Guarantee. The governing law of the arbitration shall be the substantive laws of India.
- 14) This Guarantee shall be construed and interpreted in accordance with and governed by the laws of India, and subject to Clause (13) above the courts at [Dibrugarh] shall have jurisdiction over all matters arising out of or relating to this Guarantee.
- 15) The Bank has the power to issue this Guarantee in favour of AGCL. The aggregate liability of the Bank under this Guarantee shall not under any circumstance exceed Indian Rupees/ USD [insert] (insert an amount equal to ten percent (10%) of the Contract Value).
- 16) Notwithstanding anything contained herein, this Guarantee shall be valid up to sixty (60) days from the date of testing & commissioning of last link or including any extensions thereof, written notice of which shall be provided to the Bank, whichever occurs later. Any claim under this Guarantee must be received by us before the expiry of the validity period of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of Owner under this guarantee will cease. However, if such a claim has been received by us by the said date. All the rights of AGCL under this guarantee shall be valid and shall not cease until we have satisfied that claim.
- 17) No action, event or condition which by any Applicable Law should operate to discharge the Bank from liability hereunder shall have any effect and the Bank hereby waives any right it may have to apply such law, so that in all respects its liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.
- 18) Capitalized terms not otherwise defined herein shall have their respective meanings given such terms set forth in the Contract.

IN WITNESS WHEREOF the Bank, through its authorized officer, has set its hand and stamp on this [insert] day of [insert] 2006.

(Signature)

[insert name of signatory]

[insert designation of signatory]

(Duly Authorized representative)

Vide power of attorney No. [insert]

Dated [insert]

Witness

[insert]

[insert]

# ASSAM GAS COMPANY LIMITED

(A GOVT. OF ASSAM UNDERTAKING)

Tender No: AGCL/TS/PMC-GHT/2018/01 Dated: 01.09.2018

## F-18: DECLARATION

[On Bidder's letter head]

To,  
Shri S. Tamuli, DGM (TS),  
Assam Gas Company Limited,  
Duliajan, Assam – 786602

Dear Sir,

We, (Bidder's name) Confirm that we are not under any liquidation, court receivership or any other similar proceedings.

We confirm that we have not been put on holiday list/ black-listed by AGCL.

Authorised Signatory with seal.

Date:

Place:

# ASSAM GAS COMPANY LIMITED

(A GOVT. OF ASSAM UNDERTAKING)

Tender No: AGCL/TS/PMC-GHT/2018/01 Dated: 01.09.2018

SECTION – XI

PREBID QUERIES FORM

Name of the company

Tender No.

| Clause details | Page No. of the tender doc | Queries | Response |
|----------------|----------------------------|---------|----------|
|                |                            |         |          |
|                |                            |         |          |
|                |                            |         |          |

Signature and Name of the Bidder

Place

Date