

**ENGINEERING PROCUREMENT CONSTRUCTION
MANAGEMENT(EPCM) FOR IMPLEMENTATION OF CGD
PROJECT IN GA-12.01, ARUNANCHAL PRADESH
GEOGRAPHICAL AREA**

DOMESTIC COMPETITIVE BIDDING

TENDER No. AGPL001P27

Dated 19.10.2026

**ARUNACHAL GAS PVT LTD.
(A JV of OIL & BPCL)
OIL PHQ, NARENGI,
Guwahati, Assam, 781171**

CONTENTS

SECTION – I INVITATION FOR BIDS (IFB)	5
1. INTRODUCTION :.....	6
2. SALIENT FEATURES :.....	6
5. BACKING OUT BY L1 BIDDER AFTER ISSUE OF LOA:.....	15
6. FURNISHING FRAUDULENT INFORMATION/DOCUMENT:.....	15
7. RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:.....	15
8. SITE VISIT	17
9. ONE BID PER BIDDER.....	18
10. PRE-BID CONFERENCE	18
STAGE I: PRE-QUALIFICATION STAGE:.....	26
STAGE II: QUALIFICATION STAGE:	27
6. GENERAL :.....	34
7. COMPLIANCE OF THE COMPETITION ACT, 2002:	35
SECTION – II INSTRUCTIONS TO BIDDERS (ITB)	40
1 ELIGIBILITY OF THE BIDDER	41
2 BID DOCUMENTS.....	41
3 TRANSFERABILITY OF BID DOCUMENTS:.....	42
4 AMENDMENT OF BID DOCUMENTS:.....	42
5 PREPARATION OF BIDS:	43
6 BID FORM:	43
7 BID PRICE	43
8 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:	44
9 BID SECURITY:	44
10 EXEMPTION FROM SUBMISSION OF BID SECURITY:	47
11 PERIOD OF VALIDITY OF BIDS:.....	47
12 DEADLINE FOR SUBMISSION OF BIDS	48
13 MODIFICATION AND WITHDRAWAL OF BIDS	48
14 LATE BIDS:.....	48
15 BID OPENING AND EVALUATION:	49
16 OPENING OF PRICED BIDS:.....	50
17 EVALUATION AND COMPARISON OF BIDS:.....	50
18 CONTACTING THE COMPANY:	51
19 AWARD OF CONTRACT:	51
20 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:	51
21 NOTIFICATION OF AWARD:	51
22 PERFORMANCE SECURITY:	51
23 SIGNING OF CONTRACT:	54
24 CREDIT FACILITY:	55
25 MOBILISATION AND ADVANCE PAYMENT:	55
26 LOCAL CONDITIONS:.....	55
27 SPECIFICATIONS:	56
28 GOODS AND SERVICES TAX:.....	56
29 DOCUMENTS REQUIRED TO BE SUBMITTED BY MSE BIDDERS:	57
30 BIDDERS MAY CONTACT THE FOLLOWING IN CASE OF ANY QUERY:	58
SECTION – III GENERAL CONDITIONS OF CONTRACT (GCC)	59
GENERAL CONDITIONS OF CONTRACT.....	60
1 APPLICABILITY, DEFINITION & INTERPRETATION:.....	60

2	CONTRACT DOCUMENT:.....	63
3	WAIVERS AND AMENDMENTS:.....	64
4	CONTRACT TIMELINE:.....	64
5	SCOPE OF WORK/CONTRACT:.....	64
6	GENERAL OBLIGATION OF CONTRACTOR:	64
7	GENERAL OBLIGATION OF COMPANY:.....	65
8	DUTIES AND POWER /AUTHORITY:	65
9	PERSONNEL TO BE DEPLOYED BY CONTRACTOR:.....	66
10	PERFORMANCE SECURITY:	67
11	SIGNING OF CONTRACT:	68
12	CLAIMS, TAXES & DUTIES:.....	68
13	CUSTOMS DUTY, IF APPLICABLE:	71
14	INSURANCE:.....	71
15	LIABILITY:.....	74
16	LIMITATION OF LIABILITY:.....	76
17	LIABILITY OF UNION GOVERNMENT OF INDIA:.....	76
18	CONSEQUENTIAL DAMAGE:	76
19	RISK PURCHASE:	77
20	INDEMNITY AGREEMENT:	77
21	INDEMNITY APPLICATION:	77
22	ROYALTY PATENTS:.....	77
23	WARRANTY AND REMEDY OF DEFECTS:	77
24	SUBCONTRACTING/ASSIGNMENT:.....	78
25	RECORDS, REPORTS AND INSPECTION:.....	78
26	CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:	78
27	REMUNERATION AND TERMS OF PAYMENT:	79
28	PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT /CONSULTANT /REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):	81
29	DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI, ETC:.....	81
30	TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:.....	82
31	FORCE MAJEURE:.....	82
32	SET-OFF:	83
33	WITHHOLDING:	83
34	APPLICABLE LAWS:	84
35	LABOUR LAWS:	85
36	STATUTORY REQUIREMENTS:.....	86
37	GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:	86
38	POLLUTION AND CONTAMINATION:	87
39	STATUTORY VARIATION/ NEWLY ENACTED LAW:	87
40	SEVERABILITY:	88
41	COMMISSION OF MISCONDUCT/SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER/CONTRACTOR AND BANNING THEREOF:	88
42	SETTLEMENT OF DISPUTES:	89
43	COMPLETION OF CONTRACT:	93
44	TERMINATION:	93
45	TO DETERMINE THE CONTRACT:	94
46	WITHOUT DETERMINING THE CONTRACT:.....	95
47	MISCELLANEOUS PROVISIONS:	95
	SECTION-IV SPECIAL CONDITIONS OF CONTRACT (SCC)	96
1	DESCRIPTION OF THE SERVICE:	97
2	GOODS AND SERVICES TAX	99
3	ORDER OF PRECEDENCE	103
4	SAFETY MEASURES	104

5. PAYMENT TERMS.....	109
SECTION-V FORMS & FORMATS	120
FORMAT FOR BIDDER'S PREBID QUERIES	146
SECTION – VI SCHEDULE OF RATES (SOR).....	147
SECTION – VII SCOPE OF WORK FOR EPCM CONSULTANT.....	156
CC. SCHEDULE / SCHEDULE OF RATES (SOR)	181
DD. DELIVERABLES BY EPCM:.....	181
MATRIX-A:	182
MATRIX-B:	182
EPCM PROJECT CONTROLS, PLANNING, COST ENGINEERING, MIS & PERFORMANCE	182
DELIVERABLES MATRIX.....	182
A. PROJECT INITIATION & PLANNING.....	183
B. ENGINEERING DELIVERABLES.....	183
C. PROCUREMENT & TENDERING DELIVERABLES	184
D. CONSTRUCTION SUPERVISION DELIVERABLE.....	184
E. PNG & CNG ROLLOUT DELIVERABLES.....	185
F. STATUTORY & COMPLIANCE DELIVERABLES	185
G. TESTING, COMMISSIONING & CLOSEOUT DELIVERABLES.....	186
MATRIX-B:	186
EPCM PROJECT CONTROLS, PLANNING, COST ENGINEERING, MIS &	186
PERFORMANCE DELIVERABLES MATRIX.....	186
6. KEY RESULT AREAS AND RECOVERIES:.....	187

INVITATION FOR BID (IFB)

SECTION – I INVITATION FOR BIDS (IFB)

INVITATION FOR BID (IFB)

1. INTRODUCTION :

Arunachal Gas Private Limited (AGPL), a joint venture company of **Oil India Limited (OIL)** and **Bharat Petroleum Corporation Limited (BPCL)**, has been granted authorization by the Petroleum & Natural Gas Regulatory Board (PNGRB) under the Authorization of Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks regulations in the 12th round of CGD bidding. The authorization is for laying, building, operating, or expanding the City Gas Distribution (CGD) network in the authorized areas of Arunachal Pradesh State.

AGPL intends to appoint an Engineering, Procurement & Construction Management Consultant (EPCM Consultant) for design, detailed engineering, and project management services for the development and implementation of the City Gas Distribution network and CNG stations in the authorized areas of Arunachal Pradesh State.

2. SALIENT FEATURES :

Arunachal Gas Private Limited (AGPL) invites Local Competitive Bids (LCB) from competent and experienced Contractor through OIL's e-procurement site "<https://etender.srm.oilindia.in/irj/portal>" for **IFB No. AGPL001P27 for "IMPLEMENTATION OF CGD PROJECT IN GA-12.01, ARUNACHAL PRADESH GEOGRAPHICAL AREA"**.

One complete set of Bid Document covering AGPL's IFB for hiring of above services is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

Engagement of Engineering, Procurement & Construction Management Consultant (EPCM) for implementation of CGD Project in the GA-12.01 Arunachal Pradesh State.			
i.	IFB No./Tender No.	:	AGPL001P27
ii.	Type of Bid	:	Open Indigenous E-Tender, Single-Stage Two Bid System
iii.	Bid Closing Date & Time	:	As mentioned in Online E-tender portal
iv.	Technical Bid Opening Date & Time	:	As mentioned in Online E-tender portal
v.	Price Bid Opening Date & Time	:	Will be intimated to the eligible/qualified bidders nearer the time.
vi.	Bid Submission Mode	:	Bid to be uploaded on-line on OIL's E-Procurement portal
vii.	Bid Opening Place	:	Office of GM-C&P Arunachal Gas Pvt Ltd. OIL HQ, NARENGI, Guwahati, Assam, 781171

INVITATION FOR BID (IFB)

viii.	Bid Validity	:	Minimum One Hundred and Twenty (120) Days from Bid Closing Date. Note: In exceptional circumstances, AGPL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid.
ix.	Mobilization Period	:	Thirty (30) days from date of issuance of LOA.
x.	Bid Security/EMD Amount	:	₹ 20,00,000 Refer Clause No. 9.0 of Instruction to Bidder (ITB)
xi.	Bid Security/EMD Validity	:	As mentioned in Online E-tender portal i.e 30.06.2027
xii.	Original Bid Security to be submitted to	:	Office of GM-C&P Arunachal Gas Pvt Ltd. OIL PHQ, NARENGI Guwahati, Assam, 781171
xiii.	Amount of Performance Security	:	5 % of Total Contract value. Refer Clause No. 22.0 of Instruction to Bidder (ITB)
xiv.	Validity of Performance Security	:	3(three) months beyond Contractual Defect Liability Period.
xv.	Location of job	:	Within Geographical area of Arunachal Pradesh
xvi.	Duration of the Contract	:	"The completion schedule for the consultancy work, as detailed in the SOR, shall be 36 (Thirty Six) months from the date of issuance of the LOI/LOA excluding mobilization period.
xvii.	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion and Penalty and Recoveries	:	Refer relevant clause under General Conditions of Contract (GCC) and Special Conditions of Contract (SCC)
xviii.	Bids to be addressed to	:	Office of GM-C&P OIL PHQ, NARENGI Guwahati, Assam, 781171

INVITATION FOR BID (IFB)

xix.	Pre-Bid conference	:	03.11.2026 (Tuesday) Office of GM-C&P Arunachal Gas Pvt Ltd. OIL PHQ, Narengi Guwahati, Assam, 781026
xx.	Last Date and time of receipt of Queries prior to Pre-Bid conference	:	26.10.2026 (Monday), before 5.00 pm. Note: AGPL will not be liable to respond to any queries received after the last date. (Will be decided at the time of publication of tender)
xxi.	Site Visit	:	Bidder at his own interest may carry out site visit to access the site condition. Site address: RT Terminal, Itanagar, Arunachal Pradesh and Namsai, Arunachal Pradesh along with 12 other Charge Area. All costs pertaining to Site Visit by bidder shall be to prospective bidders' account.
xxii.	Whether tendered item is splitable	:	No
xxiii.	Mobilization Time	:	30 Days
xxiv.	MSE Purchase Preference	:	Not Applicable
xxv.	PPP-MII Purchase Preference	:	Not Applicable
xxvi.	Extension of Bid Closing Date	:	The Company expects the bidders to adhere to the Bid submission end date timeline. Bidders are requested to refrain from seeking extension of "Bid Closing date" and such request for Bid Closing Date extension shall not be entertained by the Company. However, AGPL at its discretion may extend the Bid Closing Date due to unforeseen circumstances.
xxvii.	Use of Digital Signature Certificates (DSCs) in OIL's e-Tender Portal	:	In view of the ongoing transition to FIPS 140-3 compliant Digital Signature Certificates (DSCs), bidders may experience digital signing issues with certain newly issued DSCs while submitting bids through OIL's e-Tender Portal. Bidders are therefore advised to use valid DSCs issued/downloaded prior to 21.09.2026, wherever available and valid, and to complete bid submission well before the bid closing date. Further updates in this regard, including availability of a permanent solution, shall be notified through appropriate means.

3. GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

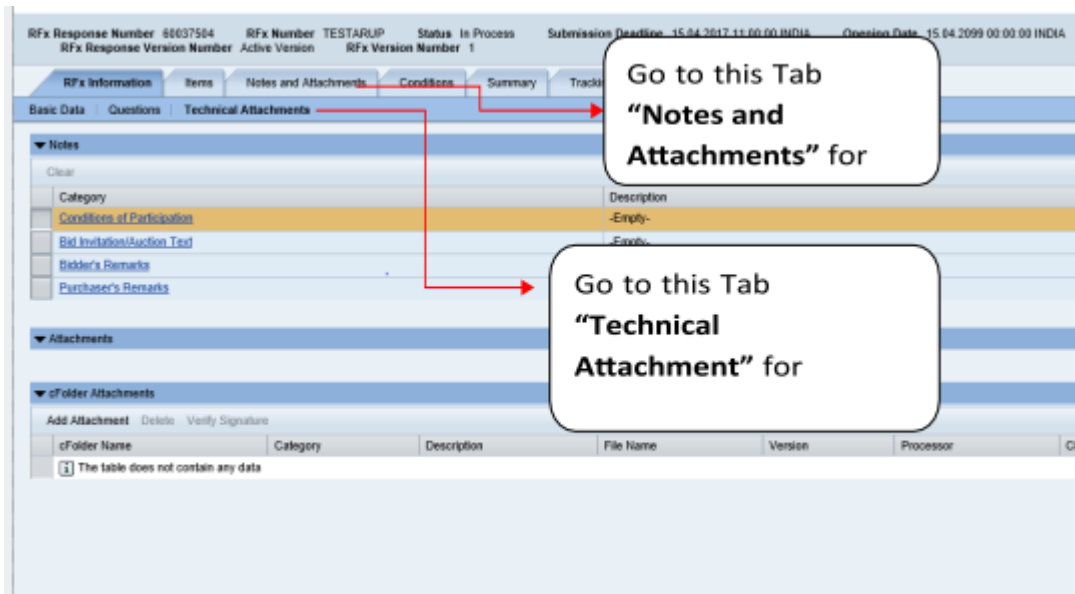
- 3.1 Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-Procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name and Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.
- In case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.
- Encryption certificate is mandatorily required for submission of bid. In case bidder creates response with one certificate (using encryption key) and then the bidder changes his Digital Signature Certificate, then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. is not responsible.
- The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of "Class 3 with Organizations Name and Encryption Certificate", the bid will be rejected.
- Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder/Bidding company to bind the Bidder/Bidding company to the contract.
- 3.2 For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.
- 3.3 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site <https://etender.srm.oilindia.in/irj/portal>.
- 3.4 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- 3.5 Parties, who do not have a User ID, can click on Guest login button in the E-portal to view and download the tender. The detailed guidelines are available in OIL's e-Procurement site (Help Documentation). For any clarification in this regard, bidders may contact e-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807178/4903.
- 3.6 The link to OIL's E-Procurement Portal has been provided through OIL's web site (www.oil-india.com).
- 3.7 Bid should be submitted online in OIL's e-Procurement site on or before 11.00 AM (IST) (Server Time) of the bid closing date as mentioned in the e-Procurement portal and will be opened on the same day at 2.00 PM (IST) (Server Time) at the office of the **CEO- AGPL** in presence of the authorized representatives of the bidders.

INVITATION FOR BID (IFB)

- 3.8 The price shall be quoted as specified in the "PRICE BID FORMAT" attached under "Notes and Attachments" tab. Bidder should note that no pricing information is furnished in the "Technical Attachment" (Un-priced Techno-Commercial Bid), otherwise the bid will be rejected.
- 3.9 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to debarment from participation in future tenders, at the sole discretion of the company.
(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondence will be entertained in this regard.
- 3-10 Conditional bids are liable to be rejected at the discretion of the Company.
- 3.11 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced Techno-Commercial Bid documents.
- (a) In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and GSTIN number.
 - (b) In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and GSTIN number.
 - (c) In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, Email and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and GSTIN number.
 - (d) In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and GSTIN number.
 - (e) In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and GSTIN number.
 - (f) In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and GSTIN number.
 - (g) In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and GSTIN number.

3.12 SCREEN SHOTS:

INVITATION FOR BID (IFB)



RFx Response Number: 66637564 RFx Number: TESTARUP Status: In Process Submission Deadline: 15.04.2017 11:00:00 INDIA Question Date: 15.04.2009 00:00:00 INDIA

RFx Response Version Number: Active Version RFx Version Number: 1

RFx Information Items Notes and Attachments Conditions Summary Tracker

Basic Data Questions Technical Attachments

Notes

Clear

Category

Conditions of Participation

Bid Invitation/Auction Text

Bidder's Remarks

Purchaser's Remarks

Attachments

cFolder Attachments

Add Attachment Delete Verify Signature

cFolder Name	Category	Description	File Name	Version	Processor
The table does not contain any data					

Go to this Tab "Notes and Attachments" for

Go to this Tab "Technical Attachment" for

On "EDIT" Mode, bidders are advised to upload "Technical Bid" and "Priced Bid" in the respective places as indicated above.

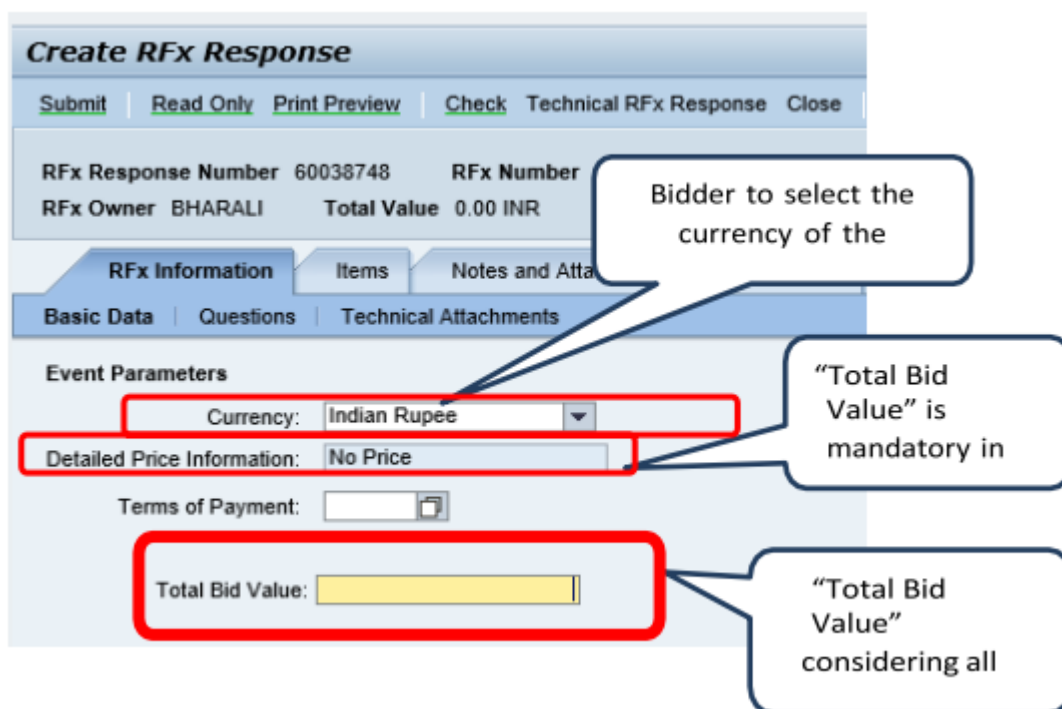
Note:

- * The "Technical Bid" shall contain all techno-commercial details except the prices.
- ** The "Priced bid" must contain the price schedule and the bidder's commercial terms and conditions, if any. For uploading Priced Bid, first click on 'Add Attachment', a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on 'Save' Button of the Response to Save the uploaded files.

3.13 MAINTENANCE OF TOTAL BID VALUE IN THE RESPONSE:

For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing after price bid opening to those bidders whose price bids have been opened in the system. For tenders where Detailed Price Information under RFx Information Tab is "No price", the Price Bid is invited through attachment form under "Notes & Attachment". As per the existing process, Bidders must upload their pricing as per the "Price Bidding Format" under "Notes & Attachment". Additionally, the bidders must fill up the online field "Total Bid Value" under Tab Page "RFx Information" with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

INVITATION FOR BID (IFB)



The “Total Bid Value” as entered by the Bidder in the on-line response shall be displayed in the e-tender portal amongst the Techno-Commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders in the “Total Bid Value” field.

It is to be noted that Amount mentioned in the “Total Bid Value” field will not be considered for bid evaluation and evaluation will be purely based on the “Price bidding Format”.

4. SCOPE OF WORK (in BRIEF) (Details given in Section VII):

The scope of work to be executed under this tender shall include but not limited to the following works which is only indicative but not exhaustive. The Contractor shall carry out and complete all related works so as to make the scheme complete in all respect of technical requirements and to deliver the desired output/performance.

SCOPE OF SERVICES:

To assist in developing the CGD's network in Geographical Areas, GA12.01 in the state of Arunachal Pradesh spanning over 12 Districts.

EPCM's Scope of Services shall include but not limited to the following –

- (i) Basic Engineering and Design Basis as per latest guidelines of PNGRB
- (ii) Design & Detail Engineering for facilities as per MWP Target.
- (iii) Planning & scheduling for development of the project.
- (iv) Provide technical assistance to AGPL for obtaining various statutory permissions from statutory authorities like Forest authorities, Pollution Control Board, Railways, Irrigation, National/ State highways, CCOE (Chief Controller of Explosives) etc.
- (v) Preparation of Material Take-offs (MTO), Material Requisition (MR), Service Requisition (SR) etc.
- (vi) Preparation of cost estimate for all tenders.

INVITATION FOR BID (IFB)

- (vii) Preparation of tender documents, invite bids, expediting submission of offers evaluation of un-priced and price bids, PBO recommendation, recommendation for award of job as per AGPL C&P procedure, assistance during negotiations.
- (viii) Expediting CPBG, Contract agreement, Indemnity bond etc.
- (ix) Preparation of letter of intent, work orders / purchase orders, contract documents/ agreements.
- (x) Amendment in PO/WO, returning of EMD of unsuccessful bidders.
- (xi) Review and approval of design/drawings/documents submitted by vendors/ contractors/ suppliers.
- (xii) Quality Assurance and Quality control of the work being executed.
- (xiii) Inspection / Expediting of equipment / Materials being manufactured by vendors including contractors supplied items.
- (xiv) Management of Stores and Stores Accounting in AGPL.
- (xv) Mapping of all work orders/purchase orders and processing of the vendors' bill including verification and certification by EPCM and submitting and BWS preparation in system and making reconciliation statement with each RA bill
- (xvi) Review and approval of 'As Built Documents/Drawings.
- (xvii) Construction Management & Supervision works at site/s..
- (xviii) Supervision during Commissioning.
- (xix) Project Cost Control, Management & Monitoring.
- (xx) Carrying out the technical & coordination works for lodging of insurance claims and realization of these claims from the insurance agencies. However, implementation of insurance policies and payment of its premium would be in scope of either Vendor/Contractor or AGPL.
- (xxi) Providing liability in-respect of work executed on quarterly basis duly signed by EPCM.
- (xxii) Preparing of replies of statutory auditors / Govt auditors and other statutory auditor in respect of work being executed by EPCM under this contract
- (xxiii) Recommendation for Project closeout including reconciliation of materials and time extension etc.
- (xxiv) Quarterly closure of contract, health monitoring of contract.

The infrastructure facility planned for 08 years, as per the Minimum work program as authorised by PNGRB for laying, building, operating or expanding CGD network in the authorised area of Arunachal Pradesh state under the Petroleum and Natural Gas Regulatory Board Regulations 2008 for the GAs is as below: -

Sr No.	Facility Description	Total
1	Numbers of CNG stations (Online and Daughter Booster Stations)	26
2	Numbers of Domestic Piped Natural Gas Connections.	19000
3	Inch-KM of Steel pipeline network	150

Note: All payments as per actual executions at the field.

GENERAL SCOPE

- (i) Review of the existing DFR inputs / Business Plan including technical & commercial aspects like technology, line sizing, pipeline configuration, costing and estimation etc.
- (ii) Basic Engineering & Hydraulics.
- (iii) Preparation of drawings, Material Requisitions and Project Document Index.

INVITATION FOR BID (IFB)

- (iv) Carry out necessary calculations and conduct appropriate design procedures and analysis, as required, to optimize the sizing and selection of the equipment and specification of materials.
- (v) HAZOP Study for the System.
- (vi) Identify the interface points/battery limits and incorporate them on relevant drawings and documents.
- (vii) Provide technical assistance with statutory authorities like Forest authorities, Pollution Control Board, Railways, Irrigation, National/ State highways, PESO /CCOE (Chief Controller of Explosives) for obtaining various statutory permissions etc.
- (viii) Preparation of Material Take-offs (MTO), Material Requisition (MR), Service Requisition (SR).
- (ix) Preparation of Cost Estimate for all tenders and providing analysis of estimation (if required for percentage tendering etc.).
- (x) Preparation of tender documents, specification of tenders, invite bids, evaluation of un-priced and price bids, recommendation for award of job as per AGPL C&P procedure, assistance during negotiations.
- (xi) Preparation of Letter of Intent, Work Orders / Purchase Orders, Contract Documents / Agreements, Purchase / service Requisition (PR)/ SR etc. for submission to AGPL which to be issued to the vendors.
- (xii) Entry in AGPL System for all Purchase Orders / Work orders. Entry of all the bills in system issuance of bill receipt to vendor and processing of bills duly signed by EPCM.
- (xiii) Review and approval of design / drawings / documents submitted by vendors / contractors/ suppliers.
- (xiv) Quality Assurance and Quality Control.
- (xv) Review and approval of 'As Built Documents /Drawings
- (xvi) Project execution at site including Supervision, Quality assurance, certification of measurements and contractor's bills.
- (xvii) Carrying out the technical & coordination works for lodging of insurance claims and realization of these claims from the insurance agencies. However, implementation of insurance policies and payment of its premium would be in scope of either Vendor/Contractor or AGPL.
- (xviii) Supervision of receipt of materials, issuance of materials to contractors, maintaining the records in SAP, etc., under Stores Management.
- (xix) Recommendation for closure of contract including reconciliation of Free issue materials, bought out items, time extension, Final bill and Documentation
- (xx) Performance of Vendors/ Contractors
 - a. Carry out the performance evaluation of vendors/contractors.
 - b. Along with the order/contract closing statements, the consultant shall provide performance evaluation report of all the vendors/ contractors who have participated in the bidding process. The format for the same shall be provided to the bidder who will be appointed as the EPCM.
- (xxi) Revalidation of existing Detailed Feasibility Report (DFR) / Bid Advisory
- (xxii) Design & Detailed Engineering including Network sizing and Hydraulics.
- (xxiii) Planning, Scheduling & Reporting of Project Management.
- (xxiv) Preparation of Construction Procedures, Quality Assurance Manual, SOPs, QAPs & ITPs etc.
- (xxv) Cost Planning, Accounting & Management for the project.
- (xxvi) Tendering & Ordering include Purchase of equipment and materials, ensuring transportation of materials & equipment to site and lining up of service contracts, etc.,
- (xxvii) Inspection & expedition of Equipment & Materials being manufactured by vendors including contractors supplied items.
- (xxviii) Assistance in Management of Construction Stores and Stores Accounting

INVITATION FOR BID (IFB)

- (xxix) Assistance in preparation of drawings as GA level, for obtaining permission, work execution, etc.
- (xxx) Construction Management & assistance/guidance supervision by Third Party Agency.
- (xxxi) Engineering & Design of Civil, Mechanical, Electrical & Instrumentation components of CGD.
- (xxxii) Project Commissioning / Commissioning Assistance.
- (xxxiii) Project Cost Control, Management & Monitoring.
- (xxxiv) Project Closeout.
- (xxxv) Detailed scope of work is enumerated in the Special Conditions of Contract.
- (xxxvi) The quantities indicated in the Schedule of rates are indicative only.

5. BACKING OUT BY L1 BIDDER AFTER ISSUE OF LOA:

In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited, and the bidder shall be dealt as per the Bidding Policy of the Company.

6. FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

The information and documents furnished by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/ fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and penal action will be initiated (if fake document/false statement pertains to such bidder). The bidder has to submit an undertaking in this regard as per Proforma-IX attached.

7. RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:

Subject to **Order No. F. 7/10/2021-PPD (1) dated 23.02.2023** (as amended from time to time) issued by Department of Expenditure, Ministry of Finance, Govt. of India, Bidders should take note of the following:

- 7.1** Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from bidder) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.
- a. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
 - b. Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or

INVITATION FOR BID (IFB)

- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

Note :

The beneficial owner for the purpose of para 7 above will be as under:

- a. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the Directors or to control the management or policy decisions including by virtue of their shareholding or management rights or voting agreements.
- b. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- d. Where no natural person is identified under 6.3.1 or 6.3.2 or 6.3.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- f. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- g. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per Exhibit-I in this respect to be submitted by the bidder for participation in this tender.
- h. Validity of registration: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at

INVITATION FOR BID (IFB)

the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

- i. The bidders are required to provide undertaking as per Exhibit-II & Exhibit- III along with their bid complying with Clause No. 6.0 above for participation in this tender.

If the undertakings viz. **Exhibit-I, Exhibit-II and Exhibit-III** given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per AGPL's Banning Policy and further legal action in accordance with law.

8. SITE VISIT

- a) The Bidder is advised to visit and examine the CHARGE AREA within geographical boundary of the state of Arunachal Pradesh and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.
- b) The Bidder or any of its personnel or agents shall have to obtain ILP from the Govt of Arunachal Pradesh to enter the Charge Areas and also obtain permission of the company to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify.
- c) The Bidder shall indemnify Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- d) The intending bidders shall be deemed to have visited the CHARGE AREAS and familiarised submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the Works/Services in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance
- e) The Bidder shall not be entitled to hold any claim against AGPL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to CHARGE AREAS, surrounding, working conditions, weather etc. on its own before submission of the bid.

DETAILS OF CHARGE AREA

Sr No	Charge Area Name
1	Anjaw and Lohit District
2	Changlang and Namsai
3	Dibang Valley and Lower Dibang Valley
4	East Kameng and PakkeKessang
5	East Siang and Upper Siang
6	Kamle, Lower Siang and Lepa Rada
7	KraDaddi and KurungKumey District
8	Tirap and Longding District
9	Papum Pare and Lower Subansiri

INVITATION FOR BID (IFB)

- | | |
|----|--------------------------------|
| 10 | SHI YOMI and Siang |
| 11 | Tawang and West Kameng |
| 12 | Upper Subansiri and West Siang |

9. ONE BID PER BIDDER

- a. Firm/ Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- b. Alternative Bids shall not be considered.

10. PRE-BID CONFERENCE

1. A Pre-Bid Conference is tentatively scheduled to be held as mentioned above at office of Arunachal Gas Pvt Ltd. to explain the requirements of Company in details to the interested prospective bidders and to understand bidders' perspective including exchange of views/ clarifications, if any, on the Scope of Work, Bid Rejection - Bid Evaluation Criteria and other terms & conditions of the Tender. The parties who want to participate in the pre-bid meeting must confirm their participation and forward their pre-bid queries, if any, before the date mentioned above. For details, bidders may contact: -

6.3 G.M, C&P, AGPL., OIL PHQ, NARENGI, Guwahati, Assam-781171 Phone: +91-9547252755 and 70026-29841
E-mail: pklaskar@oilindia.in

2. Maximum 02 (two) representatives from each prospective bidder shall be allowed to participate in the pre-bid conference and the bidder must confirm their participation through E-mail.
 - a. The prospective bidders shall submit their queries / clarifications against the tender through E-mail / Fax / Courier addressed to G.M, C&P, AGPL., OIL PHQ, NARENGI , Guwahati, Assam- 781171, Assam and such queries must reach AGPL's office at Guwahati latest within the date mentioned above. AGPL shall provide clarifications to only those queries received within the cutoff date. Queries / Clarifications against the tender received beyond cutoff date will not be entertained and replied. AGPL will not be responsible for non-receipt or late receipt of any bidder's query in AGPL's office.
3. However, clarifications / exceptions / deviations, if required, should be brought out by the bidder prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the pre-bid conference, Company may communicate the changes in this regard, if agreed any, through an addendum to tender document. Company will not accept any exception / deviation to tender conditions / specifications once the same are frozen after the pre-bid conference and the non-compliant bid(s) shall be rejected outright against this tender.
4. Format for submission of pre-bid queries as under (To be submitted in word/xls form along with official letter head):

Sl.no	Tender Clause no	Query	Remarks/Reason, if any	Page no of Tender Doc.

INVITATION FOR BID (IFB)

5. Non-attendance of the pre-bid meeting shall not be a cause for disqualification of the bidder.

AGPL now looks forward to your active participation in the IFB.

Thanking you,

Yours faithfully,
AGPL

(PK LASHKAR)
G.M, C&P

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

1. TECHNICAL EVALUATION CRITERIA

A1 GENERAL CONFORMITY: The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected. Bidders are advised not to take any exception/deviations to the bid document. All the documents related to BEC/BRC must be submitted along with the Un-Priced Techno-Commercial Bid.

A2 CONFLICT OF INTEREST: The EPCM Consultant, its affiliates, subsidiaries, group companies, consortium members, sub-consultants and their related entities shall not participate, directly or indirectly, as bidder, subcontractor, supplier or service provider in any procurement package for which the EPCM Consultant has prepared specifications, estimates, tender documents, BEC, evaluated bids or provided procurement advisory services, except with the prior written approval of AGPL in cases specifically permitted under the applicable procurement policy. **A declaration to this effect is required to be submitted along with the technical bid. (as per format attached, Annexure-A-3)**

B. CRITERIA FOR LOCAL CONTENT (LC):

The bidder must be incorporated/constituted in India and must maintain more than 20% local content (LC) for the offered services to be eligible to bid against this tender.

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 by-MoPNG (including subsequent amendments thereof, if any) shall be applicable.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

(a) The bidder must provide the percentage (%) of local content in their bid, without which the bid shall be summarily rejected being non-compliant.

(b) The Bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid, stating that the bidder meets the minimum LC requirement (equal to or above 20%) and such undertaking shall become a part of the contract, if awarded. [Format enclosed as **Annexure- A-1**]

(c) The aforesaid undertaking of the bidder as stated in point (b) above shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content. [Format enclosed as **Annexure- A-2**]

(d) Bidder to submit a copy of their Certificate of Incorporation/ registration in India.

C. EXPERIENCE:

The Bidder should have successfully carried out and completed/executed Similar Works, as

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

defined in the tender, during the last seven (7) years reckoned from the Original Bid Closing Date of this tender.

For qualification, the Bidder shall satisfy any one of the following criteria. The value of such completed/executed work(s) shall be considered exclusive of GST:

- a) Three similar completed/executed works, each costing not less than **₹ 1,43,02,136.00**
OR
- b) Two similar completed/executed works, each costing not less than **₹ 1,78,77,670.00**
OR
- c) One similar completed/executed works costing not less than **₹ 2,86,04,271.00**

Definition of 'SIMILAR WORK':

Design, Engineering, Procurement, Inspection, Construction Management, Supervision, Quality Assurance and Commissioning Support as EPCM/ EPMC for establishment of City Gas Distribution (CGD) Project in any Government / PSU / Public Limited / Private Limited Company.

Documents required to be submitted as proof of above

- a) In support of the experience criteria above, the bidder must furnish documentary evidence citing names and addresses of the clients along with project description and year of completion.
- b) For proof of requisite Experience, the following documents/photocopy (self-attested/attested) must be submitted along with the technical bid:

I. Completion Certificate issued by Project proponent (owner) in their letterhead having following details:

- i Title of project/ contract
- ii Original period of EPCM service as per Letter of Award
- iii Date of start of the work
- iv Date of completion/ commissioning of the work
- v Total executed value

II. Contract document/ Letter of Intent (LOI)/ Letter of Award (LOA)/ Work Order showing detailed scope of work in line with Clause No. 8.1.C.

OR

III. Project Completion Report/Job Completion Certificate/SES (Service Entry Sheet)/ Certificate of Payment (COP) or any other document showing:

- i Quantum of Job Done
- ii Nature of Service
- iii Work order no./Contract no.
- iv Contract period and date of completion.

IV. Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.

V. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) will only be treated as acceptable experience.

Note: It shall be the bidder's responsibility to ensure that the documents submitted in compliance of the experience criteria is clear and adequate.

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

Note to Clause above:

1. For Experience Clause No. C above, in case the start date of the requisite experience is beyond the prescribed **7 (Seven) years** reckoned from the original bid closing date but completion is within the prescribed **7 (Seven) years** reckoned from the original bid closing date.
2. Proof of work experience against Clause No.- C above, to satisfy 1) similar work, 2) minimum prescribed Value, 3) prescribed period of 7 (Seven) years, to be submitted as below:
3. Bidder must submit the breakup of similar work and Value executed within the prescribed period of 7 (Seven) years reckoned from the original bid closing date. The breakup must be certified by the end user.
4. Work executed through 'sub-contracting' shall not be considered for evaluation.
5. Work carried out by the bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.
6. Bids submitted for part of the work will be rejected.
7. Bids will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Clause No. C above.
8. Any party who extends support by way of entering into Collaboration agreement or MoU with another party shall not be allowed to submit an independent bid against the tender. Under such situation, both the bids shall be rejected
9. Bids on Consortium or Joint venture basis are not acceptable and shall be rejected.
10. Experience of ongoing works which are yet to be commissioned shall not be considered and shall be rejected.
11. Successfully carried out & Completed Work referred to in this BEC would be scrutinized.
12. Bidder shall furnish documentary evidence i.e., copies of work orders/ relevant pages of contract, completion certificate from their clients/PM & SS Services provider, annual reports containing audited balance sheets in support of their fulfilling the bid qualification criteria. Every Work Order enclosed should be accompanied by a Work Completion/Execution Certificate clearly mentioning the total executed Value & date of completion. The Work order & work completion certificate shall be in the name of bidder only. AGPL reserves the right to complete the evaluation based on the details furnished without seeking any additional information.

2.FINANCIAL EVALUATION CRITERIA:

- i. Average Annual Financial Turnover from operation of the bidder during preceding 03 (Three) financial/accounting years from the original bid closing date should be at least ₹ **1,78,77,670/-**
- ii. Net worth of the bidder must be **Positive** for the preceding financial/accounting year from the original bid closing date.

Note:

- Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).
- Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves)

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

– deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"

- iii. In case where the audited result for the last financial year, i.e. 31st March 2026 as on date of submission of the tender is not available, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluation of the financial parameters subject to submission of a Certificate signed by CEO/CFO/Partner/Proprietor of the Bidder stating that the financial results of the last financial year of the Company/Firm are under audit as on the due date of submission of the bid.
- iv. Bidder to ensure that any Attestation/Certification/Audited Financial Statement by Chartered Accountant submitted in Bid Document should bear Unique Document Identification Number (UDIN).

Notes to BEC Clause 2 above:

- a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid.
 - (i) Audited Balance Sheet along with Profit & Loss account.
 - OR
 - (ii) A certificate* issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **Annexure-XI**.

***Note:**

- Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019, by Chartered Accountant in Practice.
 - In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.
 - In case the bidder is a Central Govt. organization/PSU/State Govt. organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, the bidder to provide documentary evidence for the same.
- b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding

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

financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/ accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per Proforma-X.

- c. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para-a. and b. above.
- d. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned above.

3. COMMERCIAL EVALUATION CRITERIA:

- i. Bids are invited under **SINGLE STAGE TWO BID SYSTEM**. Bidders shall quote accordingly. Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid. The "Unpriced Bid" shall contain all techno-commercial details except the prices, which shall be kept blank. The "Price Bid" must contain the price schedule and the bidder's commercial terms and conditions. Bidder not complying with above submission procedure will be rejected. Bids shall be submitted under single stage Two Bid System i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "**Technical Attachments**" Tab and Priced Bid uploaded in the "**Notes & Attachments**" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.
- ii. The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non- responsive and rejected.
- iii. Bids received with validity of offer less than **One Hundred twenty (120) days** from Bid Opening Date will be rejected.
- iv. **BID SECURITY:** Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of **G.M, C&P, AGPL., OIL PHQ, NARENGI Guwahati, Assam-781171 on or before 25.11.2026 1400 Hrs (IST)** on or before the bid closing date and time. The amount & validity of Bid Security should at least be as specified in the IFB. Bid without proper & valid Bid Security will be rejected. Bidders may please refer to ITB Clause No. 9.0. Exemption from submission of bid security shall be governed by ITB Clause No. 10.0.
- v. All the Bids must be Digitally Signed using Class III digital certificate (e-commerce application) with 'Certificate Type: Organization Certificate' as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" and "Organization" digital certificate, will be rejected. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.
- vi. There should not be any indication of price in the Un-priced Techno- Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial

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

- Bid
- vii. Bids received through the OIL's E-tender portal shall only be considered for evaluation. Bids received in any other form like physical document/ Telex/ Cable/ Fax/ E-mail, shall not be considered and will be rejected.
 - viii. Bids containing incorrect statement will be rejected.
 - ix. Bids submitted after the Bid Closing Date and Time will be rejected.
 - x. The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
 - xi. Bid documents shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative, failing which the bid will be rejected.
 - xii. Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid.
 - xiii. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
 - xiv. Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
 - xv. Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document; otherwise, the Bid will be summarily rejected.
 - xvi. The following points are deemed as "non-negotiable" and offer shall be rejected straightaway without seeking clarification:
 - i. Validity of bid shorter than validity indicated in the tender.
 - ii. Bid Security (value and amount) not received on or before the bid closing date and time.
 - xvii. Successful bidder will be required to furnish **a Performance Bank Guarantee with 5% of the total contract value.**
 - xviii. Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected –
 - a) Firm price
 - b) EMD/Bid Security/Bid Bond
 - c) Period of validity of Bid
 - d) Price Schedule
 - e) Performance Bank Guarantee / Security deposit
 - f) Delivery / Completion Schedule
 - g) Scope of work
 - h) Guarantee of material / work
 - i) Liquidated Damages clause
 - j) Tax liabilities
 - k) Arbitration / Resolution of Dispute Clause
 - l) Force Majeure
 - m) Applicable Laws
 - n) Specifications

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

o) Mobilization

- xix. No press advertisement will be published regarding amendment to Bidding Document or extension of Bid Closing Date. The same will be uploaded in OIL's website. Bidders to keep themselves updated.
- xx. Other terms and conditions of the enquiry shall be as per General Condition of Contract-GCC. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC/BRC) mentioned here contradict the Clauses in GCC of the tender and/or elsewhere, those mentioned in this BEC/BRC shall prevail.
- xxi. Bidder shall submit the Price Break up as per **Proforma-B**. Bidders should fill up the annexure, sign and upload under "**Notes & Attachments**" > "**Attachments**" only.
- xxii. If there is any discrepancy between the unit price and the total price, the unit price will prevail, and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- xxiii. Purchase Preference (Linked with Local Content) (MII/PP-LC) and purchase preference to MSE is not applicable against this tender.
- xxiv. Bidders should submit an Undertaking that their bid is compliant to Order No. F. 7/10/2021-PPD (1) dated 23.02.2023 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India.
In this regard, bidders must submit duly sealed & signed undertaking as per format provided vide **Exhibit-I, Exhibit-II and Exhibit-III** along with the technical bid.

xxv. **DOCUMENT AUTHENTICITY / FURNISHING FRAUDULENT INFORMATION /DOCUMENT**

Bidders should note that Company (AGPL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates/ information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/ terminate the contract besides taking action as per AGPL's Banning Policy available in the AGPL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-IX**.

- i. Bidders shall submit declaration as per **Appendix-1** that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law OR no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them.
- ii. Bidders shall submit declaration as per **Appendix-2** confirming that neither the bidder nor any of their allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by AGPL debarring them from carrying on business dealings with AGPL.
- iii. Duly filled **Commercial Checklist (Proforma-XIX)** are required to be submitted along with the technical bid. a. To be submitted along with the technical bid. Non-submission of the same will render the bid liable for rejection.

4. BID EVALUATION METHODOLOGY

Stage I: Pre-qualification stage:

- a) Bids qualifying as per terms of Technical Criteria (Para 1 above), Financial

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

Criteria (Para 2 above) and Commercial Criteria (Para 3 above) shall be eligible for this evaluation.

- b) The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation.

Stage II: Qualification stage:

The bids qualified in the pre-qualification stage will be evaluated for their technical superiority based on the qualification parameters outlined in Table -1 below. The technical bids received will be awarded marks based on the parameters mentioned in Table-1. Maximum marks for this stage shall be **100**. Technical Bids receiving scores greater than or equal to a cut-off score of **75%** against cumulative total marks obtained from Table-1 below shall be shortlisted for opening of price bid.

TABLE-1

S.No.	Quality Parameter	Max. Marks Assigned
A	Organizational strength in terms of suitability of key personnel for the assignment of the firm	50
(i)	Number of Years the bidder is in business as consultant in development of City Gas Distribution Project / Infrastructure in India reckoned from the bid due date.	10
	1. Minimum 3 Years: 2 Marks	
	2. Greater than 3 years and upto 5 Years: 4 marks	
	3. Greater than 5 years and upto 7 years: 6 marks	
	4. Greater than 7 years: 6 marks + add 1.0 marks to each year completed above 7 years subjected to the total mark's limitation under this item head.	
	<u>Documents to be submitted:</u> Bidder shall also submit Work Order/ LOA along with the Work Completion Certificate issued by CGD entity in support of being engaged as an EPCM/ Engineering Consultancy Services for development of City Gas Distribution Infrastructure in India.	
(ii)	Availability of qualified key professional staff (BE/B.Tech/MTech/PhD in Mechanical / Electrical/ Civil/ Instrumentation/ any other specialized engineering category) with minimum 5 years of experience in the Firm for Design and Engineering of Work in CGD business.	20
(a)	Availability of minimum 10 personnel: 5 marks	
(b)	Availability of more than 10 personnel up to 15 personnel: 10 marks	
(c)	Availability of more than 15 personnel up to 20 personnel: 15 marks	
(d)	Availability of minimum 5 personnel with Post Graduation in Technical Field (M. Tech or PhD) above 20 personnel with B.E/B.Tech: 20 Marks	

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

	Documents to be submitted:	
	List of all such professionals with their date of appointment to be furnished along with the bid.	
	BE/B. Tech/MTech/PhD Certificate of the professional staff in support of his/ her qualification.	
	Certificate of experience issued by authorized Signatory/ HR authority of the Bidding Firm as on 31-08-2026.	
	PF Proof issued by authorized Signatory/ HR authority of the Bidding Firm.	
(iii)	Experience of qualified key professional staff in the firm for Supervision of work in site for the following indicative category.	12
a)	Mechanical / Electrical engineer (BE/B.Tech) with experience in Laying, Testing and Commissioning of Steel Pipeline Network with Cathodic Protection of the same. (Max: 4 marks)	4
b)	Civil Engineer / Electrical engineer (BE/B.Tech) with experience in Composite works (Civil, Mechanical & Electrical works) of CNG Stations or City Gate Station (Max: 4 marks)	4
c)	Instrumentation Engineer / Electrical engineer (BE/B.Tech) with experience in Automation Systems and Gas Metering for any City Gas Distribution Project (Max: 4 marks)	4
	The marks will be awarded based on the experience of the professional staff.	
	1. Experience less than 3 years: 0 Marks	
	2. Experience greater than or equal to 3 years up to 5 years: 2 marks.	
	3. Experience greater than 5 years: 2 marks + add 1.0 marks to each year completed above 5 years subjected to the total mark's limitation under each item head.	
	4. The total marks limitation under each item head above is 4 marks. Experience of professional /Engineer under each item head will be evaluated individually.	
	Documents to be submitted:	
	a) List of all such professionals with their date of appointment to be furnished along with the bid.	
	b) BE/ B. Tech Certificate of the professional staff in support of his/ her qualification.	
	c) Certificate of experience issued by authorized Signatory/ HR authority of the Firm.	

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

	d) PF Proof issued by authorized Signatory/ HR authority of the Firm.	
(iv)	Project Coordinator-Engineer (BE/B.Tech) / RCM from Reputed Institution with minimum 10 years of work experience in City Gas Distribution Project	5
	The marks will be awarded based on the experience of the professional staff	
	1. Experience greater than 10 years upto 12 years: 2 marks.	
	2. Experience greater than 12 years: 2 marks + add 1.0 mark to each year completed above 12 years subject to the total mark limitation under this item head.	
	Documents to be submitted:	
	a) List of all such professionals with their date of appointment to be furnished along with the bid.	
	b) BE/ BTech Certificate of the professional staff in support of his/her qualification.	
	c) Certificate of experience issued by authorized Signatory/ HR authority of the Firm.	
	d) PF proof issued by authorized Signatory/ HR authority of the Firm.	
(v)	Availability of qualified key professional staff in the firm for the following indicative category:	3
	Engineer (BE/B.Tech) with experience in updating/ preparation of GIS database for any CGD entity (Max: 3 marks)	
	The marks will be awarded based on the experience of the professional staff	
	1. Experience less than 3 years: 0 Marks	
	2. Experience greater than or equal to 3 years and less than 5 years: 2 marks.	
	3. Experience greater than 5 years: 3 marks	
	Documents to be submitted:	
	a) List of all such professionals with their date of appointment to be furnished along with the bid.	

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

	b) BE/ B. Tech Certificate of the professional staff in support of his/ her qualification.	
	c) Certificate of experience issued by authorized Signatory/ HR authority of the Firm.	
	d) PF Proof issued by authorized Signatory/ HR authority of the Firm.	
B	Experience of works	50
(i)	Completed design, engineering / Executed Construction, supervision and commissioning of steel pipeline for City Gas Distribution Project.	10
	1. Less than 25 km: 0 marks	
	2. Greater than or equal to 25 km and less than 50 km: 4 marks	
	3. Greater than or equal to 50 km and less than 100 km: 6 marks	
	4. Greater than or equal to 100 km: 6 marks + add 1.0 marks for each 15 km completed above 100 km subject to the total mark limitation under this item head.	
	Documents to be submitted:	
	Documentary evidence in support of completion of design, engineering, /execution, supervision and commissioning of steel pipeline system (300# or above) for CGD Project.	
(ii)	Completed design, engineering / Executed construction, supervision and commissioning of MDPE network with LMC for City Gas Distribution Project.	10
	1. Less than 250 km of assorted size of PE pipes and less than 5000 LMC: 0 mark.	
	2. More than or equal to 250 km up to 500 km of assorted size of PE pipes and more than 5000 LMC up to 10,000 LMC: 6 Mark.	
	3. More than 500 km of assorted size of PE pipes and more than 10,000 LMC: 6 Mark+ add 1.0 mark for each 75 km completed above 500 km and each 5000 LMC completed above 10,000 LMC subjected to the total mark limitation under this item head.	
	Documents to be submitted:	
	Documentary evidence in support of completion of design, engineering /execution, supervision and commissioning of PE network and LMC work for CGD Project.	
(iii)	Completed design, engineering / Executed supervision and commissioning of Online CNG Station / Daughter Booster Station (DBS) / Daughter Station(DS)	10

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

	1. Less than 4 nos. of Online CNG Station / DBS/DS: 0 mark.	
	2. Greater than 4 Nos. Online CNG Station / DBS/ DS and less than 8 Nos Online CNG Station / DBS/ DS: 4 marks.	
	3. Greater than or equal to 8 Nos Online CNG Station / DBS/ DS and less than 12 Nos Online CNG Station / DBS/ DS: 6 marks.	
	4. Greater than or equal to 12 Nos Online CNG Station/ DBS/DS: 6 marks + add 1.0 marks for each Online CNG Station/ DBS / DS completed above 12 Nos. Online CNG Station/ DBS/DS subjected to the total mark limitation under this item head.	
	Documents to be submitted:	
	Documentary evidence in support of completion of design, engineering/execution and commissioning of Online CNG Station / DBS/ CGS.	
(iv)	Completed design, engineering / Executed supervision and commissioning of City Gate Station (CGS / CNG Mother Station (MS).	6
	1. 2 Nos. CGS/MS: 3 marks.	
	2. Greater than 2 CGS/MS and less than 4 CGS/MS: 4 marks.	
	3. Greater than or equal to 4 CGS/MS: 6 marks	
	Documents to be submitted:	
	Documentary evidence in support of completion of design, engineering/execution and commissioning of CGS/MS.	
(v)	Completed Simulation of Steel/PE Pipeline	4
	1. Less than 50 km Steel and 100 km PE Pipeline: 0 mark.	
	2. Greater than or equal to 50 km Steel and 100 km PE Pipeline and less than 100 km Steel and 200 km PE Pipeline: 2 marks.	
	3. Greater than or equal to 100 km Steel and 200 km PE Pipeline and less than 150 km Steel and 300 km PE Pipeline: 3marks.	
	4. Greater than or equal to 150 km Steel and 300 km PE Pipeline and less than 200 km Steel and 400 km PE Pipeline: 4 marks.	
	Documents to be submitted:	

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

	Relevant simulation report to be submitted in support of claim.	
(vi)	Nos of Projects Completed/Executed as EPMC/PMC in CGD Projects	5
	1. 1 no of EPMC/PMC Project Completed /executed: 1 mark.	
	2. 2 nos. of EPMC/PMC Project Completed /executed: 3 marks.	
	3. More than 2 nos. of EPMC/PMC Project Completed /executed: 5 marks.	
	Documentary evidence in support of project completion/execution certificate from the CGD entity to be submitted.	
(vii)	Nos of Tenders (Services/Works/Supply) awarded by EPMC in CGD Projects as Consultant.	5
	1. Less than 4 nos. of tender: 0 mark.	
	2. Greater than 4 nos. tender and less than 8 nos. of tender: 3 marks.	
	3. Greater than 8 nos. tender : 5 marks.	
	Documentary evidence in support of recommendation for award of tenders in CGD projects to be submitted.	
	TOTAL MARKS	100

Stage III: Final stage:

The final stage of evaluation & finalization of the bid will be carried out under a combined quality cum cost-based system. The weightage allotted for both the technical & financial proposals will be as follows:

Technical evaluation	70% weightage
Financial bid evaluation	30% weightage

Note: Before the detailed evaluation of the bidder's technical proposals, bidders have to meet the minimum bid qualification criteria mentioned of the BEC. The relevant clauses are present in the section above.

FINAL EVALUATION:

The order shall be awarded to the **first ranked** bidder based on **QCBS methodology**. A brief illustration of QCBS award methodology is given below:

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

Note:

- In case of tie for R1 bidder, the order shall be placed on the bidder having highest scores in Quality part, i.e. in Technical Criteria.
- In case of further tie, the order shall be placed on the bidder having highest turnover during last preceding Financial Year i.e. 2025-26.
- ILLUSTRATION TO ARRIVE AT R1 IS GIVEN BELOW:

ILLUSTRATION OF QUALITY CUM COST BASED SELECTION SCORING

Technical Criteria	Bidder I	Bidder II	Bidder III
Total Technical score	88	80	76
Relative Technical Score (Tt)	100	90.91	86.36
Financial Criteria	Bidder I	Bidder II	Bidder III
Total Financial score	600,00,000	500,00,000	450,00,000
Relative Financial Score (Tf)	75	90.00	100.00

➤

Combined Score $\{(T_t \times 0.7) + (T_f \times 0.3)\}$	Bidder I	Bidder II	Bidder III
Technical Score x 0.7 + Financial Score x 0.3	92.5	90.64	90.45
Ranking	1	2	3

Note:

1. The figures given in the table above is for illustration purposes only and is in no way related to the assignment given in the Tender document.
2. The technical scores accounted for evaluation (at above illustration) are cumulative total technical scores of each scope mentioned at Table – 1 for stage – II (Technical Evaluation).

Basis of Calculation:

1. A combined score rounded off to 2 decimals will be arrived at after considering weightages of 30% for price bid and 70% for Technical Evaluation (Stage II) scores.
2. The bidder scoring highest on technical criteria will be awarded 100 points. Other bidders would be awarded points out of 100 in the ratio of their technical score compared to technical score of the technically best bidder.
3. Relative Technical Score = (Actual Score of the bidder / **Highest** Score) x 100
4. The bidder with the financially lowest score will be awarded 100 points. Other bidders would be awarded points out of 100 in the ratio of their quoted cost compared to bidder with the lowest quoted cost.
5. Relative Financial Score = (**Lowest** bid amount / Actual quoted amount of the bidder) x

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

100

6. Bidder scoring highest score as per QCBS evaluation methodology shall be ranked 1 (R1) and other bidders shall be ranked 2 (R2), 3 (R3), etc. as per their score.

5. AWARDING METHODOLOGY:

- I. The Evaluated Bid Score (B) shall be considered upto two decimal places
- II. Contract shall be awarded to the bidder with the Highest Evaluated Bid Score (B-1).
- III. In the event of two or more bids having the same highest Evaluated Bid Score (B- 1), the bid scoring the highest marks against Quality criteria will be recommended for award of contract. Even if still there is a tie, "draw of lots" will be resorted to arrive at the recommended bidder.
- IV. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation.
- V. Prices shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on AGPL.
- VI. The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.
- VII. Original Bid closing date will be considered for evaluation of BEC/BRC criteria even in case of any extension of the original Bid Closing Date.

6. GENERAL :

- i. In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will, however, be accepted in the clauses covered under BEC/BRC.
- ii. To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- iii. If any of the clauses in the BEC/BRC contradict other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.
- iv. Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise, Bids shall be rejected.
- v. AGPL will not be responsible for delay, loss, or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- vi. The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to AGPL as and when asked for.
- vii. All work order offered toward BEC – Technical should be supported by completion certificate or certified bills.
- viii. Only the Completed value of the work order shall be considered as illustrated below:
For this purpose of BEC, the following shall be treated as Single Order.
 - Carried out at multiple locations through a single purchase order.
 - Carried out at multiple locations through multiple purchase orders but through a single bidding process.

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

- Carried out at a single location through multiple Purchase Orders but through a single bidding process/Tender/ OR multiple Purchase/Executed orders under single tender shall be considered one single purchase order.

7. COMPLIANCE OF THE COMPETITION ACT, 2002:

The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation of the provisions of the Act shall attract penal action under the Act.

Annexure- A-1

SELF CERTIFICATION BY BIDDER WHO IS A CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION

(APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)

To,

**GM-C&P
ARUNACHAL GAS PVT LTD.
OIL PHQ, NARENGI
GUWAHATI - 781171**

SUB: Tender no. for

Dear Sir

We, M/s _____ (Name of Bidder) confirm that as per the definition of policy we are:

Class-I Local supplier	[]
Class-II Local Supplier	[]

(Bidder is to tick appropriate option (✓) above).

It is further confirm that M/s _____ (Name of Bidder) meet the mandatory minimum Local content/Domestic Value Addition requirement for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of%.

The details of the location (s) at which the local value addition is made is as under:

.....

We further confirm that in case we fail to meet the minimum local content/domestic value addition, the same shall be treated false information and AGPL will take action as per provision of tender document.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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

Annexure:A-2

**CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED ACCOUNTANT OF
BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE
ADDITION
(APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)**

To,
**GM-C&P
ARUNACHAL GAS PVT LTD.
OIL PHQ, NARENGI
GUWAHATI - 781171**

SUB: Tender no.

Dear Sir

"We _____ the statutory auditor/ cost auditor/chartered accountant (not an employee of the company) of M/s. _____ (**Name of the bidder**) hereby certify that as per definition specified in policy, M/s. _____ (**Name of the bidder**) is

Class-I Local supplier []

Class-II Local Supplier []

(Bidder is to tick appropriate option (✓) above).

It is further confirm that M/s _____ (**Name of Bidder**) quoted vide offer No. _____ dated _____ against tender No. _____ meet the mandatory minimum Local content/Domestic Value Addition requirement specified for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Policy for Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of% .

Name of Audit Firm:

Date:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

Membership no.

(Affix Seal of the Organization here)

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

Note:

- (i) This certificate is to be furnished by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)
- (ii) The above format is indicative, the statutory auditor/ cost auditor/ cost accountant can modify the format without changing the intent of certification.

Annexure:A-3

DECLARATION REGARDING NON-PARTICIPATION IN PROCUREMENT PACKAGES

To
GM-C&P
ARUNACHAL GAS PVT LTD.
OIL PHQ, NARENGI
GUWAHATI -781171

Sub: Undertaking/Declaration regarding conflict of interest

Ref: Tender No. _____

We, _____ (name of bidder), hereby confirm and undertake that:

(1) We, our affiliates, subsidiaries, group companies, consortium members, sub-consultants and their related entities shall not participate, directly or indirectly, as bidder, subcontractor, supplier or service provider in any procurement package for which we have prepared specifications, estimates, tender documents, BEC, evaluated bids or provided procurement advisory services.

(2) The above restriction shall not apply where prior written approval of AGPL has been obtained, in cases specifically permitted under the applicable procurement policy.

Place: _____

Date: _____

(Name & Signature of the authorized signatory of the bidder)

APPENDIX-1

DECLARATION ABOUT BIDDER'S FINANCIAL STANDING

**To
GM-C&P
ARUNACHAL GAS PVT LTD.
OIL PHQ, NARENGI
GUWAHATI -781171**

Sub: Undertaking/Declaration regarding financial standing

Ref: Tender No. _____

We, _____ (name of bidder), hereby confirm that:

(1) We are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law.

(OR)

(2) No insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against us.

Place: _____

Date: _____

(Name & Signature of the authorized signatory of the bidder)

APPENDIX-2

**DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY LIST / DELISTED / BLACKLISTED /
DEBARRED IN AGPL**

To

**GM-C&P
ARUNACHAL GAS PVT LTD.
OIL PHQ, NARENGI
GUWAHATI -781171**

Sub: Undertaking/Declaration regarding Holiday List, debarment etc.

Ref: Tender No. _____

We, _____ (Name of the bidder) hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by AGPL debaring us/them from carrying on business dealings with AGPL.

Place: _____

Date: _____

(Name & Signature of the authorized signatory of the bidder)

Name & Signature of the authorized signatory of the bidder)

INSTRUCTIONS TO BIDDERS (ITB)

SECTION – II INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO BIDDERS (ITB)

1 ELIGIBILITY OF THE BIDDER

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

2 BID DOCUMENTS

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

- i) Covering Letter
- ii) Invitation for Bids (IFB)
- iii) Instructions to Bidders (ITB)
- iv) Bid Evaluation Criteria (BEC)
- v) General Conditions of Contract (GCC)
- vi) Schedule Of Rates (SOR)
- vii) Special Conditions of Contract (SCC)
- viii) Scope of Work (SOW)/Terms of Reference (TOR)
- ix) Safety Measures (SM)
- x) Bid Form: Proforma-I
- xi) Statement of Non-Compliance: Proforma-II
- xii) Authorizations for Attending Bid Opening: Proforma-III
- xiii) Proforma of Letter of Authority: Proforma-IV
- xiv) Bid Security (Bank Guarantee Format): Proforma-V
- xv) Proforma for E-Remittance: Proforma-VI
- xvi) Format of Performance Security: Proforma-VII
- xvii) Agreement Form: Proforma-VIII
- xviii) Format of Undertaking by Bidders towards submission of authentic information/documents: Proforma-IX
- xix) Certificate of Compliance of Financial Criteria: Proforma-X
- xx) Certificate of Annual Turnover & Net Worth (Proforma-XI)
- xxi) Undertaking towards submission of Bank Guarantee (Proforma-XII)
- xxii) Undertaking For Local Content (Proforma XIV)
- xxiii) Format For Hindrance Register (Proforma-XV)
- xxiv) Format for Inspection Certificate from TPIA (Proforma-XVI)
- xxv) Commercial Check List (Proforma-XIX)
- xxvi) Undertaking For Works Involving Possibility of Sub-Contracting (Exhibit-I)
- xxvii) Undertaking Towards Compliance of Provisions for Restrictions on Procurement from A Bidder of a Country Which Shares Land Border with India (Exhibit-II)
- xxviii) Additional Undertaking by Bidder in Cases of Specified Transfer of

Technology (ToT) (Exhibit-III)

xxix) Price Bidding Format (Attached under “Notes and Attachments” tab in the main bidding engine of E-tender Portal Proforma-B

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

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

3 TRANSFERABILITY OF BID DOCUMENTS:

3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.

3.2 In case of E-tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.

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

4 AMENDMENT OF BID DOCUMENTS:

4.1 At any time prior to the deadline for submission of bids, the Purchaser / Consultant, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by amendment.

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab “Technical Rfx” and under External Area - “Amendments” folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal [“Technical RFX” Tab and under the folder “Amendments”] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

4.3 In order to allow prospective bidders reasonable time to take care of the addendum/corrigendum into account in preparing their bids, the Purchaser/ Consultant, at its discretion, may extend the deadline for the submission of bids.

INSTRUCTIONS TO BIDDERS (ITB)

5 PREPARATION OF BIDS:

5.1 Language of Bids: The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the AGPL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

5.2 Bidder's/Agent's Name & address: Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail. Documents comprising the bid: Bids are invited under **Single Stage Two Bid System**. The bid to be uploaded by the Bidder in OIL's E-tender portal shall comprise of the following components:

A. Technical Bid (to be uploaded in "Technical Attachments" tab):

- a) Complete technical details of the services offered.
- b) Documentary evidence established in accordance with Clause No. 11.0.(Validity of Bids)
- c) Bid Security as per Proforma-V.
- d) Copy of Bid Form without indicating prices in Proforma-I.
- e) Statement of non-compliance as per Proforma-II.
- f) Copy of Priced Bid without indicating prices.
- g) Proforma-IV attached with the bid document to be signed by the bidder's Authorized representative.
- h) All Other relevant Undertakings and Proformas as applicable as part of Bid.

Note: No price should be mentioned in the "Technical Attachments" tab.

B. The Price Bid as per the Price Bid Format shall be uploaded in "Notes and Attachments" tab.

Note: The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

6 BID FORM:

The bidder shall complete the bid form and upload the same along with their bid

7 BID PRICE

7.1 It shall consist of Price Bid only. It shall be uploaded on the OIL's e-tender portal. Bidders are advised to ensure that the Price Bid is quoted and uploaded in the OIL's Portal. Ex-works price

INSTRUCTIONS TO BIDDERS (ITB)

quoted by the bidder shall include packing, forwarding, third party inspection charges and GST on components and raw materials including Inland Transportation to Delivery Location and any other charges, if any.

- 7.2** Bidders have to ensure that Bid Price is not mentioned anywhere in the Techno-Commercial bid, failing which the bid is liable to be rejected.

8 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

- 8.1** Pursuant to IFB, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

- 8.2** The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- that the Bidder has the financial, technical, and manpower capability necessary to perform the contract.
- that the Bidder meets the qualification criteria stipulated in the Tender.

9 BID SECURITY:

- 9.1** The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of Bid Security, pursuant to sub-clause 9.8.

- 9.2** All the bids must be accompanied by Bid Security in Original as prescribed under, for the amount as mentioned in the "IFB/ITB" of the tender documents:

- a. The Bid Security may be submitted in the form of irrevocable Bank Guarantee (as per **PROFORMA-V**) issued by Nationalized or Scheduled Bank in favour of M/s AGPL and payable at Guwahati. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker.
- b. Alternately Bid Security can also be paid through Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt (Account ARUNACHAL GAS PVT LTD)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer (subject to credit in AGPL's account within prescribed time) to designated account of AGPL.
 - I. If the Bid Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "AGPL" payable at Guwahati.
 - II. Bid Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated AGPL's bank account:

INSTRUCTIONS TO BIDDERS (ITB)

	Bank Details of Beneficiary: ARUNACHAL GAS PVT LTD	
A	Bank Name	ICICI BANK
B	Branch Name	Churchgate Branch, MUMBAI
C	Branch Address	Churchgate Branch, MUMBAI
D	Bank Account No.	777705016799
E	Type of Account	Current Account
F	IFSC Code	ICIC0000393
G	MICR Code	400229027
H	SWIFT Code	ICICINBBCTS

III. If the bid security is submitted through NEFT or RTGS mode, details such as **UTR No., Tender No., Bidder's name & Deposited Amount etc.** must be uploaded with the Unpriced Techno-Commercial Bid documents.

- c. In case of Bidders submitting Bid Security in the form of Bank Guarantee/ Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Bid Security should reach the office of **GM- C&P** on or before **2.00 p.m. (IST)** on the bid closing / opening date otherwise bid will be rejected.
- d. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.
- e. This Bid Security Deposit shall be refunded to all unsuccessful bidders but is liable to be forfeited in full or part, at Company's discretion, as per **Clause No.9.8** below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.
- f. No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.

Note:

- I. Bidders claiming waiver of Bid Security shall upload supporting documents as mentioned in **Para No. 10.0** below along with technical bid.
- II. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected unless the bidder is exempted from submission of Bid Security as per Bid Security Exemption Criteria of this tender and proper proof towards this exemption is submitted by the bidder. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.

INSTRUCTIONS TO BIDDERS (ITB)

- 9.3 Any bid not secured in accordance with sub-clause 9.2 above shall be rejected by the Company as non-responsive.
- 9.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by AGPL, at the bidder's cost.
- 9.5 Unsuccessful Bidder's Bid Security will be discharged and / or returned **within 30 days** after finalization of the Tender.
- 9.6 Successful Bidder's Bid Security will be discharged and / or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the **Performance Security in conformity with Clause No. 22.0 below is furnished.**
- 9.7 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 9.8 The Bid Security may be forfeited:
- If the bidder withdraws the bid within its original / extended validity.
 - If the bidder modifies / revises their bid Suo-moto within its original / extended validity.
 - If the bidder does not accept the contract.
 - If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender / contract.
 - If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.
- 9.9 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited, and the party shall be debarred as per the prevailing Banning Policy of the Company (AGPL).
- 9.10 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and / or if the Bid Security validity is shorter than the validity indicated in Tender and / or if the Bid Security amount is less than the amount indicated in the Tender.
- 9.11 The Bank Guarantee issuing bank branch must ensure the following:
- [Tender Number should reflect in the SFMS text under MT 760 / MT 760 COV]
The above message / intimation shall be sent through SFMS (indicating the Tender Number) by the BG issuing bank branch to **ICICI Bank, Churchgate Branch, Mumbai, IFS Code – ICIC0000393; SWIFT Code – ICICINBBCTS; Branch Address: ICICI Bank Ltd, 163, H.T. PAREKH MARG, BACKBAY RECLAMATION, CHURCHGATE, MUMBAI: 400028-400020**

INSTRUCTIONS TO BIDDERS (ITB)

	Bank Details of Beneficiary	
A	Bank Name	ICICI BANK
B	Branch Name	CHURCHGATE BRANCH MUMBAI
C	Branch Address	ICICI Bank Ltd, 163, H.T. PAREKH MARG, BACKBAY RECLAMATION, CHURCHGATE, MUMBAI: 400028-400020
D	IFSC Code	ICIC0000393
E	Company name	ARUNACHAL GAS PVT LTD
F	SWIFT Code	ICICINBBCTS

BENEFICIARY DETAILS FOR ISSUE OF E-BG

	Details of Beneficiary	
A	Name	ARUNACHAL GAS PVT LTD
B	PAN	ABECA1511C
C	Date of Incorporation	15-11-2025
D	Email-ID	pkaskar@oilindia.in
E	Local Address	6 th Floor, NRL Centre, G S Road, Guwahati
F	Registered address	Mumbai.

10 EXEMPTION FROM SUBMISSION OF BID SECURITY:

In case any bidder is exempted from paying the Bid security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below.

- a) MSEs Units (manufacturers / Service Providers only and not their dealers / distributors) are eligible for exemption of Bid Security. Traders are excluded from the purview of this Policy.
- b) Government Departments and Public Sector Undertakings (PSUs) are exempted from submitting bid security.

Note: Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant Document/Certificate towards exemption of EMD, issued by appropriate authority.

11 PERIOD OF VALIDITY OF BIDS:

- 11.3** Bids shall remain valid as per the requirements mentioned in Introduction from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being

INSTRUCTIONS TO BIDDERS (ITB)

non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for minimum **120 days** from Bid Opening Date.

- 11.4** In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their Bid.

12 DEADLINE FOR SUBMISSION OF BIDS

- 12.1** The bid must be submitted on the specified in OIL's E-tender portal as specified in IFB not later than the time and date as specified in IFB. The online Portal will not allow any bid or part thereof whatsoever to be submitted after the due time on the due date.
- 12.2** The Purchaser/Consultant may, at its discretion, extend this deadline for the submission of bids by amending the bid documents in accordance with ITB, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

13 MODIFICATION AND WITHDRAWAL OF BIDS

- 13.1** The Bidder may modify or withdraw its bid after the bid's submission (but before the deadline for submission of bids) as per provisions provided on the OIL's E-TENDER Portal. After the bid due date & time however, no modifications whatsoever are allowed in the bid.
- 13.2** No bid shall be deviated/ modified after the deadline for submission of bids. In case bidder submits new deviation/ modification; his bid will be rejected. At the sole discretion of the owner bidder may be given opportunity to withdraw the deviation and in case the same is not withdrawn by the bidder, the offer of the bidder shall be rejected & EMD/ Bid security submitted by the bidder shall be forfeited.
- 13.3** No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

14 LATE BIDS:

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

15 BID OPENING AND EVALUATION:

- 15.1** Company will open the Bids, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Introduction. However, an authorization letter (as per Proforma-III) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register to evidence of their attendance. Only one representative against each Bid will be allowed to attend.
- 15.2** In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the GeM Portal.
- 15.3** In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 15.4** Bids which have been withdrawn pursuant to clause 18.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 15.5** At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Securing Declaration and such other details as the Company may consider appropriate.
- 15.6** Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by AGPL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 15.7** Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial

responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

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

16 OPENING OF PRICED BIDS:

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

16.2 In case of two bid system, Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders.

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

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

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

17 EVALUATION AND COMPARISON OF BIDS:

17.1 The AGPL will evaluate and compare the bids which have been determined to be substantially responsive. Bid will be evaluated as per the QCBS evaluation given under Bid Evaluation Criteria.

17.2 Evaluation

The Owner will evaluate and compare the bids previously determined to be substantially responsive. In evaluating bids, the Owner will determine for each bid the evaluated bid Price by adjusting the bid Price as follows:

- Arithmetical errors will be rectified on the following basis:
- If there is discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected.
- If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount will be corrected.

- Deviations from terms and conditions of the bid document stipulated by the bidder if found acceptable, shall be evaluated and loaded to the quoted price.

18 CONTACTING THE COMPANY:

- 18.1** From the time of bid opening to the time of contract award, if any Bidder wishes to contact the AGPL on any matter related to the bid, it should do so in writing.
- 18.2** Any effort by a Bidder to influence the AGPL in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

19 AWARD OF CONTRACT:

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

20 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

21 NOTIFICATION OF AWARD:

- 21.1** Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail that its Bid has been accepted.
- 21.2** The notification of award will constitute the formation of the Contract.

22 PERFORMANCE SECURITY:

Successful bidder has to submit Performance Security amount as mentioned in **Introduction, within 21 (Twenty One) days** from the date of issue of Letter of Award (LOA).

- 22.1** The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per Proforma-VII) issued by Nationalized or Scheduled Bank in favour of M/s AGPL and payable at Mumbai. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled 'Undertaking' towards details of BG (Format attached as Proforma-XII) must be submitted along with original copy of PBG.

INSTRUCTIONS TO BIDDERS (ITB)

- a. Alternately, the Performance Security can also be paid through Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt (Account AGPL)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer (subject to credit in AGPL's account within prescribed time) to designated account of AGPL.
 - i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Arunachal Gas Pvt Ltd" payable at Mumbai.
 - ii. Performance Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated AGPL's bank account:

Bank Details of Beneficiary: ARUNACHAL GAS PVT LTD		
a	Bank Name	ICICI BANK
b	Branch Name	CHURCHGATE, MUMBAI
c	Branch Address	ICICI Bank Ltd, 163, H.T. PAREKH MARG, BACKBAY RECLAMATION, CHURCHGATE, MUMBAI: 400028-400020
d	Bank Account No.	777705016799
e	Type of Account	Current Account
f	IFSC Code	ICIC0000393
g	MICR Code	400229027
h	SWIFT Code	ICICINBBCTS

If the Performance security is submitted through NEFT or RTGS mode, the bidder shall submit details such as UTR No., Contract No., Bidder's name & Deposited Amount etc.

Beneficiary details for issue of e-BG:

Details of Beneficiary		
A	Name	ARUNACHAL GAS PVT LTD
B	PAN	ABECA1511C
C	Date of Incorporation	15-11-2025
D	Email-ID	pklaskar@oilindia.in
E	Local Address	Guwahati, Assam
F	Registered address	Guwahati, Assam

- b. In case of Bidders submitting Performance Security in the form of Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the

INSTRUCTIONS TO BIDDERS (ITB)

original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.

- c. No other mode of payment other than the mode covered under point nos. a & b will be accepted by the Company.

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

22.3 The Bank Guarantee issuing bank branch must ensure the following:

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to **ICICI Bank, CHURCHGATE, MUMBAI BRANCH**; IFS Code – **ICIC0000393**; SWIFT Code – **ICICINBBCTS**; Branch Address: **ICICI Bank Ltd, 163, H.T. PAREKH MARG, BACKBAY RECLAMATION, CHURCHGATE, MUMBAI: 400028-400020**

	Bank Details of Beneficiary	
A	Bank Name	ICICI BANK
B	Branch Name	CHURCHGATE MUMBAI
C	Branch Address	ICICI Bank Ltd, 163, H.T. PAREKH MARG, BACKBAY RECLAMATION, CHURCHGATE, MUMBAI: 400028-400020
D	IFSC Code	ICIC0000393
E	Company name	ARUNACHAL GAS PVT LTD
F	SWIFT Code	ICICINBBCTS

22.4 In case performance security is submitted in the form of Fixed Deposit, the following details must be attached in the form of declaration by the vendor/party for confirmation of Fixed Deposit from the issuing bank.

Full address of the issuing bank
Branch Code
Authorised signatory with full name and designation
Phone (Mobile) Numbers of the branch
Email address of the branch
Such fixed/term deposit must be pledged in favour of APGL and it must in the printed form on the physical original FDR in words "Pledged in favour of Arunachal Gas Pvt Ltd.

22.5 To avoid delay in confirmation of Fixed deposit from the issuing bank and consequent delay in processing of bills and payment, party shall arrange the confirmation mail regarding issue

INSTRUCTIONS TO BIDDERS (ITB)

of fixed deposit with the following details directly from **bank's official email id** to AGPL India's following e-mail id (pkaskar@oilindia.in):

FD NO.	Issue Date	Maturity Date	FD Amount	Beneficiary / Contractor Name	Whether above FD is pledged in favor of 'AGPL (Yes/No)	FD amount pledged (in ₹) as per bank's books of accounts	Mode of FD Renewal (Auto Renewal/Auto closure)	Remarks (if any) of the issuing Bank
A	B	C	D	E	F	G	H	I

22.6 This **Performance Security must be valid for 3 months** after the date of expiry of the contract defect liability period. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

22.7 The Performance Security Deposit will be refunded to the Contractor after **3 months** of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

23 SIGNING OF CONTRACT:

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

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

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

24 CREDIT FACILITY:

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

25 MOBILISATION AND ADVANCE PAYMENT:

- 25.1** Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.
- 25.2** Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 3 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.
- 25.3** In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

26 LOCAL CONDITIONS:

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

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

27 SPECIFICATIONS:

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

28 GOODS AND SERVICES TAX:

28.1 In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST / VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly, reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.

Bidders are required to submit copy of the **GST Registration Certificate** while submitting the bids wherever GST (CGST & SGST / UTGST or IGST) is applicable.

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

28.3 Where the AGPL is entitled to avail the input tax credit of GST:

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

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

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

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

The bids will be evaluated based on total price, including **GST**.

28.5 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods / services as per GST (Goods & Service Tax) Act should be correctly done by the contractor

INSTRUCTIONS TO BIDDERS (ITB)

to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the AGPL on account of any error on the part of the contractor.

28.6 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to AGPL.

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

28.8 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST / UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

28.9 AGPL will prefer to deal with registered supplier of goods / services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where AGPL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

28.10 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

28.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.

28.12 In case the GST rating of bidder on the GST portal / Govt. official website is negative / blacklisted, then the bid may be rejected by AGPL.

29 DOCUMENTS REQUIRED TO BE SUBMITTED BY MSE BIDDERS:

Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020.

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

INSTRUCTIONS TO BIDDERS (ITB)

- i. Udyam Registration Number with Udyam Registration Certificate.

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

In all national competitive tenders, only class-I local suppliers and class-II local suppliers shall be eligible to bid.

[Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined in PP-LC policy; Class-II local supplier': means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under PP-LC policy].

30 BIDDERS MAY CONTACT THE FOLLOWING IN CASE OF ANY QUERY:

E-mail: pkaskar@oilindia.in

SECTION – III GENERAL CONDITIONS OF CONTRACT (GCC)

General Conditions of Contract

1 APPLICABILITY, DEFINITION & INTERPRETATION:

1.3 Applicability

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

1.4 Definition & Interpretation

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

1.4.1 COMPANY/AGPL/Operator:

Shall mean ARUNACHAL GAS PVT LIMITED [AGPL] a JV, incorporated under Companies Act, 2013 (18 of 2013) having its registered office at 12th Floor, BPCL, E & F Maker Towers, Colaba, Mumbai, Mumbai- 400005, Maharashtra.

1.4.2 CONTRACTOR:

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

1.4.3 Contract:

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

1.4.4 Site:

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

1.4.5 COMPANY's Site Representative/Engineer:

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

1.4.6 Sub-Contract:

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

1.4.7 Sub-Contractor:

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

1.4.8 Contractor's Representative:

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

1.4.9 Contract Price/Value:

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

1.4.10 Firm price:

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

1.4.11 Service/Works/Operations:

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

1.4.12 Equipment/Materials/Goods:

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

1.4.13 Drawings:

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

1.4.14 Specifications:

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

1.4.15 Engineer In-charge (EIC):

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

1.4.16 Inspectors:

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

1.4.17 Tests:

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

1.4.18 Approval:

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

1.4.19 Day:

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

1.4.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.4.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.4.22 Working day:

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

1.4.23 Bid/offer:

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

1.4.24 Guarantee:

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

1.4.25 Mobilization:

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

1.4.26 **De-mobilization:**

Shall mean the removal of all items forming part of the Mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.

1.4.27 **Willful Misconduct:**

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

1.4.28 **Gross Negligence:**

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

1.4.29 **Criminal Negligence:**

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

1.4.30 **GST Legislations:**

'GST legislations' means 'any or all of the following legislations as may be applicable to the CONTRACTOR and AGPL:

- A. The Central Goods & Services Tax Act, 2017;
- B. The Integrated Goods & Services Act, 2017;
- C. The Union Territory Goods & Services Tax Act, 2017;
- D. The respective State Goods & Service Tax Acts'
- E. The Goods and Services (Compensation to States) Act, 2017
- F. The Customs Act and the Customs Tariff Act.
- G. Any other applicable Act related to GST

2 **CONTRACT DOCUMENT:**

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

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

2.5 Amendment in CONTRACT: No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. AGPL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT. Governing language: The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT

3 WAIVERS AND AMENDMENTS:

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

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

4 CONTRACT TIMELINE:

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

4.4 Date of Commencement of Operation:

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

4.5 Duration of the contract:

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

5 SCOPE OF WORK/CONTRACT:

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

6 GENERAL OBLIGATION OF CONTRACTOR:

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

- 6.3** Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.
- 6.4** Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.
- 6.5** Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 6.6** Comply with all applicable statutory obligations specified in the contract.
- 6.7** CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 6.8** CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio- political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 6.9** CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

7 GENERAL OBLIGATION OF COMPANY:

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

- 7.3** Pay CONTRACTOR in accordance with terms and conditions of the contract.
- 7.4** Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.
- 7.5** Perform all other obligations required of COMPANY by the terms of this contract.

8 DUTIES AND POWER /AUTHORITY:

8.3 AGPL site representative/engineer:

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

- i. Overall supervision, co-ordination and Project Management at site
- ii. Proper and optimum utilization of equipment and services.

- iii. Monitoring of performance and progress
- iv. Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However, this shall not construe to imply an acceptance by the inspector.

Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

- vi. Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/ comments of the AGPL's representative/engineer without which no claim shall be entertained by the AGPL.

8.4 CONTRACTOR's representative:

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

9 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

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

- 9.3** The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.
- 9.4** The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from AGPL/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.

9.5 However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.

9.6 CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

10 PERFORMANCE SECURITY:

10.3 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within **21 (twenty one) days** from the date of issue of LOA for an amount specified in the IFB/ITB and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft/ Cashier's cheque/Banker's cheque*/NEFT/RTGS/Electronic fund transfer to designated account of AGPL# or Fixed Deposit Receipt (account AGPL) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

a. Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider.

OR

b. Any scheduled bank in India or from international bank who has its branch in India registered with Reserve Bank of India, in case of foreign CONTRACTOR/service provider.

OR

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

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

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

- Full address Branch Code
- Code Nos. of the authorized signatory with full name and designation. Phone Nos.
- Fax Nos.
- E-mail address.

10.5 The domestic CONTRACTOR/service provider(s) will have to submit the Bank

Guarantee from any of the scheduled banks and on non- judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

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

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

10.8 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of **03(three) months** beyond the contract defect liability period. The Performance Security will be discharged by COMPANY not later

than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

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

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

10.11 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award. In such an eventuality, action will be initiated as per the Banning Policy of AGPL in vogue.

Subject to credit in AGPL's account within prescribed time

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

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

11 SIGNING OF CONTRACT:

11.3 The successful bidder is required to sign a formal detailed contract with AGPL within a maximum period of **30 days of date of LOA**. Until the contract is signed, the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, AGPL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday list.

12 CLAIMS, TAXES & DUTIES:

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

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

12.5 Taxes:

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

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

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

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

12.5.13 AGPL would not accept any invoice without its GSTIN mentioned on the invoice

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

12.6 Goods and Services Tax:

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

12.6.2 Where the AGPL is entitled to avail the input tax credit of GST: per format specified in rules/ regulation of GST to enable AGPL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

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

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

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

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

12.6.6 Beyond the contract period, in case AGPL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the AGPL.

- 12.6.7 Beyond the contract period, in case AGPL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to AGPL's account.
- 12.6.8 Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 12.6.9 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 12.6.10 The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self- attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

12.7 Anti-profiteering clause

- 12.7.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.
- 12.7.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then AGPL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by AGPL.

13 CUSTOMS DUTY, IF APPLICABLE:

- 13.3 CONTRACTOR shall be responsible to import the equipment/tools/spares/ consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify AGPL from all the liabilities of Customs in this regard.
- 13.4 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.
- 13.5 Above clause is to be read with Customs Duty Clause in SCC, if any.

14 INSURANCE:

- 14.3 CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:
- Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein.
 - The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone.
 - Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract.
 - All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company

may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

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

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

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

14.7 Certificate of Insurance:

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

- a) Kinds and amounts of insurance as required herein
- b) Details of coverage
- c) Insurance corporation or companies carrying the aforesaid coverage
- d) Effective and expiry dates of policies
- e) That AGPL shall be given thirty (30) days written advance notice of any material change in the policy
- f) Waiver of subrogation endorsement has been attached to all policies and
- g) The territorial limits of all policies.

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

14.9 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, AGPL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a **penal interest @ 1% of the Total contract value** shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

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

14.11 Principal Assured:

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

"ARUNACHAL GAS PVT LIMITED, and CONTRACTOR's name (as appearing in the Contract/LOA)"

14.12 Waiver of subrogation:

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

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

14.13 Deductible:

The CONTRACTOR shall take policy with minimum deductible as per IRDA prescribed for the policy(ies). That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

14.14 Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972"

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

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

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

14.15 Loss Payee Clause:

The Insurance Policies should mention the following in Loss Payee Clause:

"In respect of Insurance claims in which AGPL's interest is involved, written consent of AGPL will be required".

14.16 On account payment to AGPL in case of claim

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

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

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

- i) **Workman Compensation and/ Employers' Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of all CONTRACTOR's items to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/ its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of AGPL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) **Any other insurance policy set forth in the SCC**

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

15 LIABILITY:

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

COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORs and sub-CONTRACTORs.

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

to the equipment of COMPANY and/or its CONTRACTORS or sub-CONTRACTORS when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

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

16 LIMITATION OF LIABILITY:

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

17 LIABILITY OF UNION GOVERNMENT OF INDIA:

It is expressly understood and agreed upon by and between CONTRACTOR and ARUNANCHAL GAS PVT LIMITED, and that ARUNANCHAL GAS PVT LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that ARUNANCHAL GAS PVT LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/ CONTRACTOR expressly agrees, acknowledges and understands that ARUNANCHAL GAS PVT LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

18 CONSEQUENTIAL DAMAGE:

Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but

without limitation interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub- CONTRACTORS.

19 RISK PURCHASE:

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

20 INDEMNITY AGREEMENT:

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

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

21 INDEMNITY APPLICATION:

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

22 ROYALTY PATENTS:

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

23 WARRANTY AND REMEDY OF DEFECTS:

23.3 CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and

current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.

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

24 SUBCONTRACTING/ASSIGNMENT:

- 24.3** CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.
- 24.4** Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

25 RECORDS, REPORTS AND INSPECTION:

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

26 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 26.3** CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such

employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:

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

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

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

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

However, the above obligation shall not extend to information which:

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

27 REMUNERATION AND TERMS OF PAYMENT:

27.3 COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided

for in the Contract. All payments will be made in accordance with the terms hereinafter described.

- 27.4** Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by AGPL under any circumstances.
- 27.5** MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.6** Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.
- 27.7** INVOICES: Mobilization charges will be involved only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/ operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.8** CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR
- 27.9** CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.10** Payment of monthly invoices, if undisputed within 30 days following the date of receipt of invoice by COMPANY
- 27.11** COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. 27.4 above.
- 27.12** The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.
- 27.13** Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- Audited account up to completion of the Contract.
 - Tax audit report for the above period as required under the Indian Tax Laws.
 - Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub- CONTRACTOR.

- d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
- e) Any other documents as required by applicable Indian Laws.

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

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

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

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

29 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI, ETC:

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

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

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

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
 - 1) The furnished information is correct to the best of his knowledge.
 - 2) In case any discrepancies or irregularities is /are noticed in this undertaking, then AGPL is free to inform the PF/ESIC Authorities.

- 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
- 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/ Security Deposit may be withheld by AGPL.

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

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

30 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence then operation within the period specified as specified under mobilization clause under SCC, AGPL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
- b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request AGPL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, AGPL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 5% of the Contract Price.
- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by AGPL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC) excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31 FORCE MAJEURE:

In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The term force majeure as

employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared /undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionizing radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

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

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

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

Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract] Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

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

32 SET-OFF:

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

33 WITHHOLDING:

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

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

33.4 Defective work not remedied by CONTRACTOR.

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

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

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

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

33.9 Withholding will also be affected on account of the following:

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

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

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

34 APPLICABLE LAWS:

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in Dibrugarh (or the Place where the contract is executed) and Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

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

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

- a) The Mines Act 1952
- b) The AGPL Mines Regulations, 1984
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- f) The Employees' Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

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

35 LABOUR LAWS:

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to laborers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.

- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If, however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36 STATUTORY REQUIREMENTS:

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

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

- 37.3** It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.
- 37.4** It will be entirely the responsibility of the Contractor/his supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in AGPL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/ Supervisor/Junior Engineer for safe operation.
- 37.5** Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

- 37.6** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 37.7** When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

38 POLLUTION AND CONTAMINATION:

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

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall

release, indemnify and hold CONTRACTOR and its sub-CONTRACTORS harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

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

39 STATUTORY VARIATION/ NEWLY ENACTED LAW:

- 39.3** All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.
- 39.4** In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.
- 39.5** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties

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

- 39.6** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 39.7** Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub- CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
 - ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
 - iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
 - iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.
- 39.8** In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:
- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.
 - ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.
- 39.9** The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to AGPL and not applicable on taxes and duties on input (goods and services) towards such services.
- 39.10** Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti- profiteering clause under GST Act have been complied with.

40 SEVERABILITY:

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

41 COMMISSION OF MISCONDUCT/SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER/CONTRACTOR AND BANNING THEREOF:

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any

misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

42 SETTLEMENT OF DISPUTES:

42.3 Arbitration (Applicable for Suppliers/CONTRACTORs other than PSU and MSME):

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

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

- 5) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

- 6) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for then concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- 7) Parties agree and undertake that neither shall be entitled for any pre- reference or pendentite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- 8) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended)
- 9) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
 - (i) 20% of the fees if the claimant has not submitted statement of claim.
 - (ii) 40% of the fees if the pleadings are complete
 - (iii) 60% of the fees if the hearing has commenced.
 - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
- 10) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

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

42.4 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes - concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference

shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

42.5 Arbitration (Applicable to Micro, Small and Medium Enterprise)

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

42.6 Resolution of disputes through conciliation by OEC

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Board of Directors of AGPL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) AGPL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by AGPL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so, arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by neither party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to

accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) AGPL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of AGPL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or AGPL is completely prohibited in conciliation proceedings and AGPL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

42.7 Exclusions

Parties agree that following matters shall not be referred to conciliation or arbitration:

- (i) Any claim, difference or dispute relating to, connected with or arising out of AGPL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- (ii) Any claim, difference or dispute relating to, connected with or arising out of AGPL's decision to comply with any order or directive of any statutory or government authority.
- (iii) Any claim which is less than Rs. 25 Lakh.

43 COMPLETION OF CONTRACT:

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

44 TERMINATION:

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

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

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

44.6 Termination on account of insolvency: In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith. However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

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

- 44.8 Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and /or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- 44.9** If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORS being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.
- 44.10 Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment along with crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, AGPL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.11** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from **44.1 to 44.8** and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- 44.12 Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel & materials.

45 TO DETERMINE THE CONTRACT:

In such an event (i.e. termination under Article No. 43.4 to 43.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

46 WITHOUT DETERMINING THE CONTRACT:

In such an event (i.e. termination under Article No. 43.4 to 43.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47 MISCELLANEOUS PROVISIONS:

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

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

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

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.

SECTION-IV SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Clauses of 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.

1 DESCRIPTION OF THE SERVICE:

SI No.	Definition	Clause Description
1.	Mobilization	Mobilization Period: Thirty (30) days from date of issuance of LoA. Activities to be performed during mobilization period: The Contractor shall report to AGPL, Guwahati office Seven (07) days from date of issue of LOA for a Kick-off Meeting to obtain necessary information and instructions for commencement of work after carrying out the following activities: Submission of PBG.
2.	GCC Clause No. 10 (Performance Security)	Upon awarding of the contract, the contractor shall furnish performance security for an amount of 5.00% of Contract Value within twenty (21) days of receipt of LoA with a validity of three (03) months beyond the contractual defect liability period
3.	GCC Clause No. 31.0 (Force Majeure)	a) In case of force majeure, as per T&C laid down in GCC.
4.	Insurance	b) All applicable insurance coverage as per T&C laid down in GCC. c) ESIC wherever applicable. d) Employees' compensation insurance as required by the laws of the country of origin of the employee. e) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract. f) Contractor All Risk (CAR) Policy / any other insurance policy covering all equipment and contractor supplied items. Bidders to note that until the successful handover of the Project to AGPL, security and safety of all the company and Contractor supplied materials will be under the scope of the Contractor.

SPECIAL CONDITIONS OF CONTRACT (SCC)

5.	De-Mobilization	The contractor shall demobilize all his man and equipment within 7 (seven) days post completion of the job.
6.	Liquidated Damage	<u>LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION/COMPLETION OF WORKS AND SERVICES:</u> In the event of the Contractor's default in timely mobilization and completion within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 5% of contract value. In case the time delay in mobilization is made up by completing the job execution within the timeline by the Contractor, no liquidated damages shall be deducted. Similarly, if the mobilization is completed before scheduled period of mobilization but completion of job execution is delayed, LD shall be applicable only for the period exceeding the total period allowed for mobilization and job completion put together. Further, in case both Mobilization and job completion are delayed, Liquidated Damages shall be applicable on both Mobilization as well as job completion. In the event of there being undue delay on the part of the Contractor in commencing or executing the work, the COMPANY reserves the right to cancel the Contract and without any compensation whatsoever.
7.	Provision of Personnel facilities	All the associated costs related to the said contract viz. accommodation, lighting arrangement, logistics, fooding, tools & tackles, PPE's, water pumps, JCB's, Excavator's, any expert etc. to be borne by the contractor.
8.	Warranty and remedy of defects	A period of twelve (12) months from the date of completion of contract which shall be treated as Defect Liability Period.
9.	Limitation of Liability (%)	100% in line with GCC.
10.	Subcontracting: Allowed/Not Allowed	Sub-contracting petty services is not allowed under the contract.

SPECIAL CONDITIONS OF CONTRACT (SCC)

11.	Address details for submission of invoice	The invoices are to be addressed to General Manager-C&P Arunachal Gas Private Limited OIL PHQ-Narengi, Guwahati, Assam -781171
12.	PENALTIES FOR NON-ADHERENCE TO TIMELINES	As per the T&C in SCC under Clause 9.0, Table A and Table-B.

2. GOODS AND SERVICES TAX

- 1) In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly, reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.
- 2) Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
- 3) "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
- 4) Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only. Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.
- 5) Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
- 6) Where the AGPL is entitled to avail the input tax credit of GST: AGPL will reimburse the GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable AGPL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

- 7) The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 8) Where the AGPL is not entitled to avail/take the full input tax credit of GST: AGPL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.
- 9) The bids will be evaluated based on total price including GST.
- 10) Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, AGPL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from AGPL.
- 11) Contractor/Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by AGPL. In the event that the contractor / Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, AGPL shall not be liable to make any payment on account of GST against such invoice.
- 12) GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/Contractor, AGPL shall withhold the payment of GST.
- 13) GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by AGPL.
- 14) Where AGPL has the obligation to discharge GST liability under reverse charge mechanism and AGPL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to AGPL or ITC with respect to such payments is not available to AGPL for any reason which is not attributable to AGPL, then AGPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by AGPL to Contractor / Supplier.
- 15) Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Contractor is denied by the tax authorities to AGPL for reasons attributable to Contractor / Contractor, AGPL shall be entitled to recover such amount from the Contractor / Contractor by way of adjustment from the next invoice. In addition to the amount of GST, AGPL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on AGPL.
- 16) TDS under GST, if applicable, shall be deducted from contractor's/ Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.
- 17) The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.

- 18) It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the AGPL on account of any error on the part of the contractor.
- 19) In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, AGPL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and AGPL will have the right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.
- 20) Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of AGPL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- 21) Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to AGPL.
- 22) GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 23) In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- 24) Beyond the contract period, in case AGPL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the AGPL.
- 25) Beyond the contract period, in case AGPL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to AGPL's account.
- 26) Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 27) The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 28) The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- 29) In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 30) AGPL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However,

in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where AGPL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

- 31) Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 32) Documentation requirement for GST: The Contractor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to AGPL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
Note: AGPL GSTIN numbers are as follows:
Assam: **Will be intimated**
Arunachal Pradesh: **Will be intimated**
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services [SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:

- (i) The original copy being marked as ORIGINAL FOR RECIPIENT;
- (ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- (iii) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

- 33) Anti-profiteering clause: As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.
- 34) In case the GST rating of Contractor on the GST portal / Govt. official website is negative / blacklisted, then the bids may be rejected by AGPL. Further, in case rating of bidder is negative / blacklisted after award of work for supply of goods / services, then AGPL shall not be obligated or liable to pay or reimburse GST to such Contractor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by AGPL.

3. ORDER OF PRECEDENCE

In case of an irreconcilable conflict amongst General Conditions of Contract (GCC) and other conditions mentioned in Scope of Work, SCC, Specifications or Price Schedule / Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- a. Final Contract Agreement
- b. Letter of Acceptance (LoA) / Work Order
- c. Special Conditions of Contract (SCC)
- d. Scope of Work
- e. Instructions to Bidders
- f. General Conditions of Contract (GCC)"

4. SAFETY MEASURES

To
GM-C&P
ARUNACHAL GAS PVT LTD.
GUWAHATI – 781171

SUB: SAFETY MEASURES

Description of service: _____

Sir,

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

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the authorized persons who would be supervising the jobs on day-to-day basis from our end are the following:

i) _____

i) _____

ii) _____

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

- c) Due notice would be given for any change of personnel under item (b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the AGPL Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.
- g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

- 1) It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely, the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the

contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub or sub-subcontractors.

- 2) Every person deployed by the contractor in a mine must use appropriate PPEs (Personal Protective Equipment) to be provided by the contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved or conforming to relevant IS/BIS standards. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (AGPL) for providing the same. AGPL will provide the safety items, if available. But in turn, AGPL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work.

All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

In absence of appropriate PPEs, the Departmental Engineer - in - Charge has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.

- 3) The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
- 4) The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
- 5) Keep an up-to-date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- 6) Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site-specific code of practice in line.
- 7) It will be entirely the responsibility of the Contractor/ his supervisor/ representative to ensure strict adherence to all HSE measures and statutory rules during operation in AGPL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/ Junior Engineer for safe operation.
- 8) Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 9) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 10) The contractor shall have to report all incidents including near miss to AGPL Project In Charge / departmental representative of the department concerned of AGPL.

- 11) The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
 - 12) If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc.) the contractor will not have any objection to any such training.
 - 13) To arrange daily tool box meeting and regular site safety meetings and maintain records.
 - 14) i) It may be noted that as per DGMS circular & Gazette Notification for maintenance of register as required by the Mines Act 1952 and Mines Rules, 1955, the forms A, B, D and E have been updated and modified. The above- mentioned forms need to be maintained as per the new format.
ii) All other statutory forms to be maintained in respect to Mines Act, 1952, Mines Rules 1955, AGPL Mines Regulations 2017 and other applicable laws.
 - 15) A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
 - 16) A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
 - 17) Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
 - 18) In case Contractor is found non-compliant of HSE laws as required, company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized as per prevailing relevant Acts/Rules/Regulations.
 - 19) When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures company will have the right to direct the contractor to cease work until the non-compliance is corrected.
 - 20) The contractor should prevent the frequent change of his contractual employees as far as practicable.
 - 21) For any HSE matters not specified in the contract document, the contractor will abide by the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.
- (b) **Specific Safety measures for the job: The bidder will have to strictly follow the following norms / guidelines.**
1. Necessary cold and hot work permits including excavation clearance, as applicable are to be obtained from the competent person (Installation Manager) through the site engineer before start of the job(s)
 2. While carrying out the welding and cutting work, the contractor should strictly enforce the guidelines as stated in OMR-2017 and AGPL's SOP VOL-II (Safe Maintenance Procedure for Floating roof crude AGPL tanks)
 3. The oxy acetylene cutting sets will have to be fitted with flash back arrestors in the regulator side as well as nozzle side.

4. Under no circumstances LPG should be used for gas cutting purpose.
5. The job of pipeline laying will have to be executed as per strict compliance of regulations enforced by State Pollution Control Board.
6. During transportation of line pipes by road, they should be tied up securely with rope/ chain on trailers, to prevent toppling over of pipes on bumpy roads along with necessary signage. The pipes should be unloaded carefully to prevent damage at the ends/ body of the pipes.
7. The trenching operation should be just ahead of welding operation. This will avoid deep trenches remaining open for many days, creating safety hazards. In any case all the open trenches dug are to be suitably barricaded and marked.
8. Before lowering the pipeline in the trench, it should be ensured that no person is present inside the trench. In case the sides cave in, the pipeline should be kept adequately supported before removing loose soil from underneath.
9. Utmost care is to be observed in deciding the number of the tripods with chain pulley blocks for handling any job. Also, the capacity of the chain pulley blocks must be minimum 1.5 times the weight of the material it is going to lift / lower. Two-point anchoring may be used wherever required as additional safety measure.
10. Necessary sign board / warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used while working on tanks. The said signals / sign boards shall have to be arranged by the contractor. Barricading of area to be done with reflecting tapes as applicable during work.
11. First aid box is to be arranged by the contractor for each gang working at site and same has to be carried by contractor's personnel to the site while carrying out the job. The expiry date of the medicines and other items in the box to be checked on monthly basis.
12. The contractor shall clear all the rubbish and surplus materials from the site on completion of the work and shall have to leave the site clean and tidy.
13. The contractor has to ensure complete safety of the personnel engaged by him, and of all the equipment they will handle and must take full responsibility for their safety.
14. The contractor has to ensure the quality and reliability of all the tools, equipment and instruments they use.
15. The contractor has to provide suitable facility such as Drinking Water, Lighting (approved FLP light in hazardous area).
16. The contractor personnel have to take every possible care to keep the environment clean and free from pollution.
17. The contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by AGPL to counter them, if anything goes wrong.
18. The contractor shall have to report all sorts of near misses, incidents and accidents to Installation Manager / departmental representative of Field Engineering dept.
19. Tool Box Meeting to be regularly held.

20. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the tool box meeting.

(Seal)
Date _____
M/s _____

Yours Faithfully

FOR & ON BEHALF OF CONTRACTOR

SPECIAL CONDITIONS OF CONTRACT (SCC)

5. PAYMENT TERMS

S. No.	Item Description	UOM	Recommended Payment Schedule
1A	DEVELOPMENT OF STEEL PIPELINE NETWORK – BASIC ENGINEERING	Inch-Km	• 40% on submission of Draft Basic Engineering Package
			• 50% on approval of Final Basic Engineering Package
			• 10% on Contract Closure
1B	DEVELOPMENT OF STEEL PIPELINE NETWORK – DETAIL ENGINEERING	Inch-Km	• 40% on submission of Draft Detail Engineering Package
			• 50% on approval of Final Detail Engineering Package
			• 10% on Contract Closure
2A	DEVELOPMENT OF CGD MDPE & GI NETWORK – BASIC & DETAIL ENGINEERING	Km	• 40% on submission of Draft Engineering Package
			• 50% on approval of Final Engineering Package
			• 10% on Contract Closure
3A	DESIGN OF DRS/MRS/DCU – BASIC ENGINEERING	No.	• 40% on submission of Draft Basic Engineering including Process Package
			• 50% on approval of Final Basic Engineering Package
			• 10% on Contract Closure
3B	DESIGN OF DRS/MRS/DCU – DETAIL ENGINEERING	No.	• 40% on submission of Draft Drawings including Plot Plan, Piping GAD, Earthing, Fencing etc.
			• 50% on approval of Final Drawings

SPECIAL CONDITIONS OF CONTRACT (SCC)

			• 10% on Contract Closure
4A	DETAILED ENGINEERING OF CGS / CGS CUM MOTHER CNG STATION / MOTHER CNG STATION/DS/DBS/ONLINE CNG STATIONS– BASIC ENGINEERING	No.	• 40% on submission of Draft Basic Engineering Including Process Package • 50% on approval of Final Basic Engineering • 10% on Contract Closure
4B	DETAILED ENGINEERING OF CGS / CGS CUM MOTHER CNG STATION / MOTHER CNG STATION/DS/DBS/ONLINE CNG STATIONS– DETAIL ENGINEERING	No.	• 40% on submission of Draft Engineering Drawings • 50% on approval of Final Engineering Drawings • 10% on Contract Closure
5	DESIGN OF SCADA SYSTEM	No.	• 40% on submission of Draft Technical Documents • 50% on submission of Final Technical Documents • 10% on Contract Closure
6	INSPECTION OF MATERIAL	Man-Days	• 90% on monthly certification of inspection activities by AGPL • 10% on Contract Closure
7	STORES / WAREHOUSE SUPPORT	Man-Month	• 90% on certified monthly deployment and satisfactory performance • 10% on Contract Closure
8	TENDER FOR WORK CONTRACTS	No.	• 15% on submission of Draft Tender Document • 25% on submission of Final Tender Document

SPECIAL CONDITIONS OF CONTRACT (SCC)

			• 20% on Tender Floating & Bid Support • 25% on Bid Evaluation & Recommendation • 5% on Award Placement • 10% on Contract Closure
09	TENDER FOR SUPPLY CONTRACTS	No.	• 15% on submission of Draft Tender Document • 25% on submission of Final Tender Document • 20% on Tender Floating & Bid Support • 25% on Bid Evaluation & Recommendation • 5% on Award Placement • 10% on Contract Closure
10	SUPPLY OF CONSTRUCTION MANPOWER AT SITE	Man-Month / EA	• 85% on actual monthly deployment certified by AGPL • 5% linked to KPI compliance and satisfactory performance • 10% on Contract Closure
11	ANY OTHER ACTIVITY NOT SPECIFICALLY MENTIONED ABOVE	As Applicable	• 80% on completion of activity • 10% on acceptance of deliverable by AGPL • 10% on Contract Closure

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Retention Clause

“10% retention shall be deducted from each running bill subject to cumulative maximum of 5% of total Contract Value. Retention amount shall be released after successful completion and closure of all contractual obligations.”

2. KPI-Linked Payment Clause

“Payments shall be subject to satisfactory achievement of KPI requirements, deployment obligations, quality compliance, reporting obligations and certification by AGPL.”

3. Recovery Adjustment Clause

“Any applicable recoveries, compensation recoveries, statutory deductions or financial adjustments shall be recoverable from running bills, retention money or any amount payable to the EPCM Consultant.”

4. Contract Closure Requirements Clause

“Final payment and release of retention amount shall be subject to submission and acceptance of all as-built drawings, final reports, material reconciliation, closure documents, statutory compliance documents, pending NCR closure and final handover documentation.”

5. Payment for Manpower Deployment Clause

“Payment for manpower deployment shall be made only against actual deployment certified by AGPL representative.”

6. Withholding Clause

“AGPL reserves the right to withhold payment against unresolved NCRs, incomplete documentation, incomplete or unsatisfactory work, pending statutory compliance, unresolved safety observations or incorrect certification, incomplete re-conciliation of works or materials.”

SPECIAL CONDITIONS OF CONTRACT (SCC)

6.0 PENALTIES / RECOVERIES

- a) In the event of EPCM consultant's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (AGPL) shall direct the EPCM consultant with notice for corrective action within 15 days. In case of non-compliance to the notice by EPCM consultant to the satisfaction of AGPL, AGPL reserves the right to hire the services from any other source at the EPCM Consultant's risk & cost and the difference in cost shall be borne by the EPCM Consultant. Further, AGPL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations AGPL reserves the right to take over the site including the service equipment at the risk and cost of the EPCM Consultant.
- b) EPCM Consultant shall be responsible for resolution and submission of recommendations with analysis on extra claims / disputes / arbitration cases raised by the contractors/ vendors up to 6 months from the closure of all contracts/purchase orders from their Head Office. Final acceptance/settlement shall be taken care of by Owner.
- c) For the works falling under the ambit of Defect Liability of the EPCM consultant, all necessary technical and commercial assistance, as required, related to the issues shall be extended by the EPCM Consultant during the Defect Liability Period at no extra cost. However, beyond the Period, necessary assistance shall be provided by EPCM consultant on mutually agreed rates.
- d) For any rectification works during the Defect Liability Period of the concerned contractors/vendors, EPCM shall extend necessary supervisory or technical assistance, as required, at no extra cost.
- e) In the event of delay in commissioning of the project as per Time Schedule mentioned above and due to reasons attributable to EPCM Consultant, other than due to an event of Force Majeure, then the Contract Price against Item No. 14 and Item No 15 of the Price Schedule/ SOR shall be reduced by 0.5% per week of delay or part thereof subject to a maximum deduction of 5% of the Contract Price against Item No. 14 and Item No 15 after any adjustments made to the Contract.
- f) In addition to above, In the event of delay in commissioning of the project and due to reasons attributable to the EPCM and other than due to an event of Force Majeure, then the Man Month rates of the Contract against Item No. 14, Item No. 15, Item No. 16 and Item No. 17 of the Price Schedule shall remain same till such period of delay without any escalation.

SPECIAL CONDITIONS OF CONTRACT (SCC)

- g) In the event of Delay/Default on the part of EPC Contractor/Works Contractor/Vendor, resulting in extension of EPCM contract, the additional cost may be incurred by the owner towards the EPCM contract during such extended period. Necessary mechanism may be required to be developed to recover the cost of the same from the concerned contract/order which has delayed the project. EPCM consultant in consultation with the owner is required to work on the same and as agreed by both parties, necessary provision for the same may be incorporated in all the contracts/orders under the project.
- h) EPCM CONSULTANT shall check the materials received viz-a-viz the vendor's obligation as per PO and submit the shortcomings/deductions, if any, while recommending for release of payments against supply and closures of orders. EPCM shall expedite with the vendor for supply of balance materials. In case, the same is not realized from the vendor and payment towards the same has been effected from AGPL on recommendation of EPCM consultant, the cost towards the same shall be deducted from the EPCM.
- i) EPCM Consultant shall be responsible for the entire design and execution of the project. Accordingly, EPCM shall be responsible for any fault in design or poor supervision of jobs that are observed during construction, commissioning and subsequent operation up to the defect liability period of the EPCM consultant. Thus, any rectifications works, that may be required to be carried out due to design fault or poor supervision shall be at the cost of the EPCM.
- j) All the above penalties/recoveries mentioned under clause 35.0 of SCC shall be in addition to the Liquidated Dam-ages/Price Reduction Schedule as mentioned in GCC or SCC or elsewhere in the tender and subject to a maximum of 10% of the total original contract price. GST as applicable on penalties shall be levied upon.
- k) For the purpose of calculation of Pro Rata basis of Man-month, the Man-Month shall be considered as 30 days.

SPECIAL CONDITIONS OF CONTRACT (SCC)

7.0 PROJECT DELIVERABLES, TIMELINES AND RECOVERIES.

TABLE-A			
TIMELINES FOR EPCM IMPORTANT ACTIVITIES & RECOVERIES			
Sr.	Activity	Timeline	Revised Recovery / Compensation Recovery
1	Finalization of Design Basis	Within 30 days from date of LOI/PO and after availability of complete project inputs from AGPL	Rs. 5,000/- per day of delay attributable to EPCM
2	Finalization of P&IDs	Within 10 working days from date of receipt of complete input from AGPL	Rs. 5,000/- per day of delay attributable to EPCM
3	Approval of Vendor / Contractor Drawings & Documents	Routine Documents: Within 4 working days; Major Engineering Documents: Within 7 working days from receipt of complete documents	Rs. 5,000/- per day of delay
4	Evaluation of Bids & Submission of PBO Recommendation including TQ/CQ	Within 7 working days from bid opening date subject to receipt of complete techno-commercial inputs	Rs. 5,000/- per day of delay
5	Submission of Award Recommendation	Within 7 days from approval of PBO / completion of negotiation, if applicable	Rs. 5,000/- per day of delay
6	Non-Deployment of Personnel as per approved deployment plan	Throughout contract period	Key Personnel: Rs. 5,000/- per person per day; Support Personnel: Rs. 2,000/- per person per day
7	Submission of Monthly Progress Report & Monthly Material Reconciliation Report	By 2nd day of succeeding month	Rs. 2,000/- per day of delay
8	Submission of Urgent Reports / MIS as sought by AGPL	Within 2 days from cut-off date specified by AGPL	Rs. 5,000/- per instance

SPECIAL CONDITIONS OF CONTRACT (SCC)

9	Submission of Minutes of Review Meeting conducted with AGPL	Within 2 days from date of meeting	Rs. 5,000/- per instance
10	Forwarding Certified Bills of Contractors	Within 7 days from receipt of complete bill and supporting documents	Rs. 2,000/- per day of delay beyond 7 days
11	Mobilization of Manpower including RCM and GA Incharge	Within 30 days from written instruction by AGPL	Rs. 2,500/- per manpower per day of delay
12	Submission of Tender Documents including BOQ/BOM/Estimate/BEC/QAP/Vendor List	Within 10 working days from requisition by AGPL	Rs. 5,000/- per day of delay
13	Approval of QAP / ITP	Within 7 working days from receipt of complete documents	Rs. 2,000/- per day of delay
14	Approval of Vendor Procedures / Method Statements	Within 3 working days from receipt of complete documents	Rs. 2,000/- per day of delay
15	Commencement of Inspection for Equipment / Materials	Inland: Within 1 week; Overseas: Within 3 weeks from inspection call, subject to vendor readiness and inspection clearance	Rs. 5,000/- per case per week of delay attributable to EPCM
16	Submission of Quarterly Closure Report & Quarterly Liability Statement	By 7th day of succeeding quarter	Rs. 3,000/- per week of delay
17	Contract Closure Recommendation with complete reconciliation and analysis	Within 30 days from completion of work/contract	Rs. 2,500/- per contract per week of delay
18	Submission of Minutes & ATR of Structured Internal Meetings	Within 1 week from date of meeting	Rs. 5,000/- per instance
19	Demonstration of Commissioning of Steel Pipeline System	Within 3 weeks from mechanical clearance and subject to readiness of associated systems/utilities/statutory clearances	Rs. 2,500/- per week per case attributable to EPCMEPCM
20	Demonstration of Commissioning of CNG Station / Compressor	Within 3 weeks from commissioning clearance and subject to availability of required parameters/utilities/statutory clearances	Rs. 2,500/- per week per case attributable to EPCMEPCM
21	Failure to Escalate Critical Delay / Safety / Quality Issues	Escalation within 24 hours of occurrence	Rs. 5,000/- per instance

SPECIAL CONDITIONS OF CONTRACT (SCC)

22	Failure in Monthly Material Reconciliation	Monthly	Rs. 10,000/- per week of delay
23	Incorrect Material Reconciliation Certification	Continuous	Recovery on actual financial implication basis
24	Failure to Report Major Unsafe Condition	Immediate reporting mandatory	Rs. 10,000/- per instance
25	Repeat NCR due to inadequate monitoring	Continuous	Rs. 5,000/- per repeated NCR
26	Wrong / Excess Certification of Quantities or Bills	Continuous	Recovery on actual financial implication basis
27	Failure in Maintaining Document Control / Records	Continuous	Rs. 5,000/- per instance
28	Delay in Submission of As-Built Drawings	Within 15 days from completion of work	Rs. 5,000/- per week of delay
29	Delay in Submission of Final Dossier / Close-Out Documents	Within 30 days from completion	Rs. 10,000/- per week of delay
30	Non-Availability of Key Personnel during Critical Activities	During hydrotest, commissioning, shutdown, gas-in activities	Rs. 10,000/- per instance

SPECIAL CONDITIONS OF CONTRACT (SCC)

TABLE-B
RECOVERIES RELATED TO COST, ENGINEERING & PERFORMANCE

Sl. No.	Activity	Revised Recovery Clause
1	Major Design Deficiency and Deficiency in Services attributable to EPCM resulting in measurable rework, delay or financial implication	0.5% of Contract Value per instance subject to maximum cumulative limit of 3% of Contract Value excluding taxes.
2	Variation between approved cost estimate and awarded contract/order value beyond permissible limit excluding market fluctuation, taxes, statutory changes and client scope changes	In case the deviation of any individual work contract exceeds 10% of the contract value or additional/extra items exceeds 10% of contract value for the reasons solely attributable to EPCM then recovery/penalty shall be made from the EPCM CONSULTANT as below: [(3% of Excess Deviation amount above 10%) or (Excess deviation in % x 2.5 % of EPCM CONSULTANT Estimated cost)] whichever is lower.
3	Delay of Project Mechanical Completion attributable solely to EPCM	EPCMEPCM overhead charges beyond approved contractual completion period shall not be payable
4	Incorrect Certification / Recommendation resulting in financial implication to AGPL	Recovery on actual financial implication basis
5	Failure in Monitoring Material Reconciliation resulting in material discrepancy	Recovery based on assessed financial implication
6	Failure in Delay Monitoring and Recovery Planning	Rs. 25,000/- per major instance
7	Failure in HSE Monitoring resulting in major unsafe condition remaining unreported	Rs. 25,000/- per major instance
8	Repeat Quality Non-Conformance due to inadequate supervision	Rs. 10,000/- per repeated NCR
9	Failure to maintain statutory compliance records/documentation	Rs. 10,000/- per instance

SPECIAL CONDITIONS OF CONTRACT (SCC)

10	Failure in maintaining audit trail/document retention	Rs. 10,000/- per instance
----	---	---------------------------

SECTION-V FORMS & FORMATS

PROFORMA-I

BID FORM

To
GM-C&P
ARUNACHAL GAS PVT LTD.
OIL PHQ, NARENGI
GUWAHATI – 781171

Sub: IFB No.

Gentlemen,

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

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

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

We agree to abide by this Bid for a period of 120 days from the date of Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2026.

Authorised Person's Signature: _____

Name: _____ **Designation:** _____ **Seal of the Bidder:**

PROFORMA-II

STATEMENT OF NON-COMPLIANCE (IF ANY)

(Only exceptions/deviations to be rendered)

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

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

Signature of Bidder: _____

Name: _____

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

PROFORMA-III

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To
GM-C&P
ARUNACHAL GAS PVT LTD.
OIL PHQ, NARENGI
GUWAHATI – 781171

Sir,
SUB: AGPL IFB No.

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA-IV

PROFORMA LETTER OF AUTHORITY

To
GM-C&P
ARUNACHAL GAS PVT LTD.
OIL PHQ, NARENGI
GUWAHATI – 781171

Dear Sir,

SUB: AGPL IFB No.

We _____ of _____
Confirm _____ that _____ Mr.

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

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____
Name & Designation _____
For & on behalf of _____

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

PROFORMA-V

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To
GM-C&P
ARUNACHAL GAS PVT LTD.
OIL PHQ, NARENGI
GUWAHATI – 781171

WHEREAS, (Name of Bidder)_____ (hereinafter called "the Bidder") has submitted their _____ offer Dated _____ for the provision of certain _____ services (hereinafter called "the Bid") against AGPL, Guwahati, Assam, India (hereinafter called the Company's) Tender No. _____
KNOW ALL MEN BY these presents that we (Name of Bank) _____ of _____ (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*____) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the said Bank this _____ day of _____ 20_____

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid Suo-moto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (**--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted up to Rs. _____

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

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

A. Issuing

Bank:

BANK

FAX

NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____ Name of Bank &
Address _____ Witness _____
Address _____
(Signature, Name and Address)

Date: _____ Place: _____

* The Bidder should insert the amount of the guarantee in words and figures.

** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid/as specified in the Tender.

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

The above message / intimation shall be sent through SFMS (indicating the Contract No.) by the BG issuing Bank branch to

The above message / intimation shall be sent through SFMS (indicating the Contract No.) by the BG issuing Bank branch to ICICI Bank, Churchgate Branch, Mumbai, IFSC Code – ICIC0000393; SWIFT Code - ICICINBBCTS. Address: ICICI Bank Ltd, 163, H.T. PAREKH MARG, BACKBAY RECLAMATION, CHURCHGATE, MUMBAI: 400028-400020, Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

PROFORMA-VI

[TO BE FILLED-UP/SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR E-REMITTANCE]

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

Bank Account Number (in which the Bidder wants remittance against invoices):

Bank Name:

Branch:

Address of the

Bank:

Bank Code:

IFSC/RTGS Code of the

Bank: NEFT Code of the

Bank:

PAN Number:

GST Registration Number:

Signature of Bidder with Official Seal

PROFORMA-VII

FORM OF PERFORMANCE BANK GUARANTEE

To
GM-C&P
ARUNACHAL GAS PVT LTD.
OIL PHQ, NARENGI
GUWAHATI – 781171

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

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

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

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

This guarantee is valid until the _____ day of _____

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall be restricted up to Rs. _____

b) This guarantee shall be valid till

c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (Date of Expiry of BG PLUS one year claim period).

d) At the end of the claim period that is on or after..... (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee

irrespective of receipt of original Bank Guarantee duly discharged, by Bank.
The details of the Issuing Bank and Controlling Bank are as under:

- A. Issuing Bank: BANK FAX NO:
BANK EMAIL ID: BANK TELEPHONE NO:
IFSC CODE OF THE BANK:
- B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

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

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

The above message / intimation shall be sent through SFMS (indicating the Contract No.) by the BG issuing Bank branch to ICICI Bank, Churchgate Branch, Mumbai, IFSC Code – ICIC0000393; SWIFT Code - ICICINBBCTS. Address: ICICI Bank Ltd, 163, H.T. PAREKH MARG, BACKBAY RECLAMATION, CHURCHGATE, MUMBAI: 400028-400020,

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

PROFORMA-VIII

AGREEMENT FORM

This Agreement is made on _____ day of _____ between ARUNACHAL GAS PVT LIMITED, A JV between OIL & BPCL), incorporated under the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014], having its registered office at 12th Floor, BPCL, E & F Maker Towers, Colaba, Mumbai, Mumbai- 400005, Maharashtra, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

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

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

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____ and the Contractor accepted the same vide Letter No. _____ dated _____.

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs. _____ (being 5 % of Contract value) with validity of 15 (Fifteen) months beyond the contract period.

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

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

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

- (a) SECTION- I INVITATION FOR BIDS (IFB)
- (b) SECTION – II INSTRUCTIONS TO BIDDERS (ITB)

- (c) SECTION – III GENERAL CONDITIONS OF CONTRACT (GCC)
- (d) SECTION-IV SPECIAL CONDITIONS OF CONTRACT (SCC)
- (e) SECTION-V FORMS & FORMATS
- (f) SECTION – VI SCHEDULE OF RATES (SOR)
- (g) SECTION – VII SCOPE OF WORK FOR EPCM CONSULTANT

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

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

Signed, Sealed and Delivered,

For and on behalf of
Company (ARUNANCHAL GAS PVT LIMITED)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

PROFORMA-IX

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

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No.

To
GM-C&P
ARUNACHAL GAS PVT LTD.
GUWAHATI – 781171

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized

Signatory Name:

Designation:

Phone No.:

Place:

Date:

(Affix Seal of the Organization here, if applicable)

PROFORMA-X

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

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No. Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

PROFORMA-XI

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER In INR	NET WORTH In INR

Place:

Date:

Seal:

Membership Number:

Signature

Registration No.:

UDIN:

PROFORMA-XII

UNDERTAKING TOWARDS SUBMISSION OF BANK GUARANTEE

To
GM-C&P
ARUNACHAL GAS PVT LTD.
GUWAHATI – 781171

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

BG issuing bank details: -

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

Declaration:

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

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

Encl: Original bank guarantee

PROFORMA-XIII

NOT APPLICABLE

PROFORMA-XIV

UNDERTAKING FOR LOCAL CONTENT (To be submitted in the letter head of the bidder)

We, _____ (Name of the bidder) have submitted Bid No. _____ against Tender No. _____ dated _____ for.....
.

We hereby undertake that we meet the mandatory minimum local content requirement as mandated by Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide Mo PNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any). The percentage of Local Content is%.

We further declare that the percentage of Local content for the tendered Goods/Services has been calculated in conjunction with the directive issued by Ministry of Petroleum and Natural Gas vide notification No. **FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.03.2024.**

For and on behalf of _____

Authorized signatory _____

Name _____

Designation _____

Contact No. _____

PROFORMA-XV

FORMAT FOR HINDRANCE REGISTER

Description of Project: Contract No. & Date:.....

Contractor's Name:.....

Scheduled Completion Date:.....

SI No.	Nature of Hindrance	Items of work that could not be executed because of this hindrance	Date start of Hindrance	Date of Removal of Hindrance	Period of Hindrance	Overlapping period, if any	Net Hindrance days	Remarks
Signature of Contractor's Representative			Signature of Engineer-in-charge			Signature of HoD		

PROFORMA-XVI

FORMAT FOR INSPECTION CERTIFICATE FROM THIRD PARTY INSPECTION AGENCY

(To be submitted on official letter head)

To
GM-C&P
ARUNACHAL GAS PVT LTD.
OIL PHQ, NARENGI
GUWAHATI – 781171

Sir,

SUB: AGPL IFB No. _____

M/s _____ having _____ registered _____ office _____ at _____
intend to participate in the above
referred tender of ARUNACHAL GAS PVT LTD.

The tender conditions stipulates that the bidder shall submit documents pertaining to Bid Evaluation Criteria (BEC), duly verified and certified by designated independent Third-Party Inspection Agency.

In this regard this is to certify that copies of documents pertaining to Bid Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having_nos. pages.

Note: In the event of any requirement, AGPL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to AGPL.

Thanking you,

Authorised Person's Signature: _____

Name: _____

PROFORMA-XVII

NOT Applicable for this Tender

PROFORMA-XVIII

NOT Applicable for this Tender

PROFORMA-XIX

COMMERCIAL CHECK LIST

Bidder's Name:_____

TENDER NO.

This Questionnaire duly filled in should be returned along with each copy of Un- priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.	Description	Bidder's Confirmation
1.	Type of Bidding Entity	
2.	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST.....%
6.	EMD Details: Whether Bid Security of requisite amount and validity as per tender submitted	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 120 (One Hundred Twenty) days from Date of bid opening.	
9.	Whether Mobilization and Completion period of contract is compiled?	
10.	Whether Integrity Pact Submitted (if applicable)?	

FORMS & FORMATS

11.	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document.	
12.	Confirm that percentage of Local Content along with Certification of Incorporation/Registration and other relevant documents required under BEC Clause No. 1.0 has been submitted	
13.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
19	Whether Technical Evaluation Sheet for BEC BRC submitted	
20	Confirm whether you want to avail/claim Purchase Preference (PPP- MII)	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature _____

Name _____

Designation _____

Office Stamp _____

EXHIBIT-I

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB- CONTRACTING

We, M/s _____, have read the clause regarding restrictions on procurement from a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

EXHIBIT-II

UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA

We, M/s_____, have read the clause regarding restrictions on procurement from a country which shares a land border with India, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

EXHIBIT-III

ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY (ToT)

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with competent authority.

OR

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

FORMAT FOR BIDDER'S PREBID QUERIES

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: _____

NOTE: - BIDDER TO SUBMIT THEIR PREBID QUERIES IN EXCEL FORMAT ONLY

SCHEDULE OF RATES (SOR)

SECTION – VI SCHEDULE OF RATES (SOR)

Schedule of Rates (SOR) / In Price column should be mentioned as “Quoted” must be submitted along with unpriced bid documents.

Sl. No.	Item Description	Item Code / Make	Quantity	Units
1	Development of Steel Pipeline Network			
1.01	Basic Engineering: Site visit, Site to ascertain optimal pipeline route to connect all demand centres with CGS through steel pipes, design and engineering for development of steel network for CGD including underground pipeline, above ground piping, SV(Sectionalising valves) stations, CP(Cathodic Protection) systems, branch/spur pipeline connections to CGS/ DRS/ MRS/ CNG stations/ consumer terminals/CBG plant (if any) including instrumentation/ electrical/ civil works for completion of the steel pipeline network in all respect to achieve 8 years demand potential of the GA. Preparation of Operation Manual, P&ID, Plot plan, etc. including Hydraulic Simulation of the Steel Pipe Network. Technical documents for Statutory/Regulatory approval: Layout drawings and other technical documents required for obtaining statutory and regulatory approvals from the Building Planner, District Magistrate/District Collector, PESO, and any other applicable statutory authorities, as applicable laying of Steel Pipeline Network. All other related works not covered under Basic engineering shall be covered under Detailed Engineering.	Item 1	100	KM
1.02	Detailed Engineering: Preparation of Detailed Engineering Drawings for Steel Pipeline Network and all other works not covered in Basic Engineering related to development of steel Pipeline network.	Item 2	100	KM
2	Development of CGD MDPE & GI Network			
2.01	Basic & Detail Engineering: Site Visit, Evaluation of Route Survey, Design & Engineering, Planning and Scheduling etc. for Development of MDPE Network, Last Mile Connectivity (LMC) & GI n/w to supply PNG to Domestic/ Commercial / Industrial consumers. Job includes interconnection among DRS, MRS, Regulators, Meters, valves, as per PNGRB regulations/ guidelines. Design & Engineering, Planning and Scheduling etc. of GI pipeline network till last mile connectivity of all type of PNG customers including Hydraulic Simulation of the MDPE pipe Network. Technical documents for Statutory/Regulatory approval: Layout drawings and other technical documents required for obtaining	Item 3	285	KM

SCHEDULE OF RATES (SOR)

	statutory and regulatory approvals from the Building Planner, District Magistrate/District Collector, PESO, and any other applicable statutory authorities, as applicable laying of MDPE and GI pipeline Network.			
3	Design of DCU (De-Compression Unit)			
3.01	Basic Engineering			
3.02	Site Visit, Design, Preliminary Engineering, Drawing, Documentation, Specifications, Scheduling/Planning, P&ID etc for DCU and its allied facilities. It includes Site Visit, preparation of General Arrangement Drawings and preliminary Layout for tender purpose, Simulation, Plot Plan, P&ID, etc. and preparation of Technical documents for Statutory/Regulatory approval : Layout drawings and other technical documents required for obtaining statutory and regulatory approvals from the Building Planner, District Magistrate/District Collector, PESO, and any other applicable statutory authorities, as applicable for construction of DCU. All other related works not covered under Basic engineering shall be covered under Detailed Engineering.	Item 4	10	Nos
3.03	Detail Engineering			
3.04	Site Visit, Detail Engineering from the approved preliminary Engineering for DCU along with sizing and including dispensing to pipeline network, BOM, piping arrangements, P&ID preparation, Storage, Electrical/ CP/ Civil/ Mechanical/ Instrumentation/ firefighting system, BOM, etc. conforming to applicable codes and standards. Any residual engineering required for completion/ commissioning of the work in all respect. It also includes providing BOM, and Specifications for preparation of PR and Tendering purpose. Job also includes Scheduling and Planning of the complete construction activity till start up and commissioning stage and obtaining Technical documents for Statutory/Regulatory approval : Layout drawings and other technical documents required for obtaining statutory and regulatory approvals from the Building Planner, District Magistrate/District Collector, PESO, and any other applicable statutory authorities, as applicable for construction of DCU and all other works not covered in Basic Engineering.	Item 5	10	Nos
4	Design of DRS/ MRS-District Regulating Stn / Meter Regulating Skid			
4.01	Basic Engineering			

SCHEDULE OF RATES (SOR)

4.02	Design, Preliminary Engineering, P&ID, Drawing, BOM, Documentation, Specifications, Scheduling/Planning etc for DRS/ MRS etc. and its allied facilities. It includes Site Visit, preparation of General Arrangement Drawings and preliminary Layout for tender purpose etc. Technical documents for Statutory/Regulatory approval: Layout drawings and other technical documents required for obtaining statutory and regulatory approvals from the Building Planner, District Magistrate/District Collector, PESO, and any other applicable statutory authorities, as applicable to DRS/MRS. One station shall be considered one unit for payment purposes. All other related works not covered under Basic engineering shall be covered under Detailed Engineering.	Item 6	10	Nos
4.03	Detail Engineering			
4.04	Site Visit, Detail Engineering from the approved preliminary Engineering for DRS/ MRS along with sizing and including dispensing from DRS or MRS to pipeline network, piping arrangements, Storage, Electrical/ CP/ Civil/ Mechanical/ Instrumentation/ firefighting system etc. conforming to applicable codes and standards. Any residual engineering required for completion/ commissioning of the work in all respect. It also includes providing BOM, SOR and Specifications for preparation of PR and Tendering purpose. Job also includes Scheduling and Planning of the complete construction activity till start up and commissioning stage and all other works not covered in Basic Engineering.	Item 7	10	Nos
5	Design of City Gate Station(CGS)			
5.01	Basic Engineering			
5.02	Site Visit, Design, Preliminary Engineering including simulation, P&ID, Plot Plan, documentation for PESO, Drawing, BOM, Documentation, Specifications, Scheduling/Planning etc for City Gate Station and its allied facilities etc. It includes Site Visit, preparation of P&ID, General Arrangement Drawings and preliminary Layout for tender purpose etc. Technical documents for Statutory/Regulatory approval: Layout drawings and other technical documents required for obtaining statutory and regulatory approvals from the Building Planner, District Magistrate/District Collector, PESO, and any other applicable statutory authorities, as applicable to CGS. One station shall be considered one unit for payment purposes. All other related works not covered under Basic engineering shall be covered under Detailed Engineering.	Item 8	3	Nos
5.03	Detail Engineering			
5.04	Site Visit, Detail Engineering from the approved preliminary Engineering for City Gate Station (CGS) facility including sizing along with Metering Skids, Odorizing Unit, Piping arrangements, Electrical/ CP/ Civil/ Instrumentation Systems/ firefighting system etc. conforming to applicable codes and standards. Any residual engineering required for completion/ commissioning of the work in all respect. It also includes providing BOM, SOR and Specifications for preparation of PR and Tendering purpose. Job also includes Scheduling and Planning of the complete construction activity till start up and commissioning stage and all other works not covered in Basic Engineering.	Item 9	3	Nos

SCHEDULE OF RATES (SOR)

6	Design of CGS Cum CNG Mother Station			
6.01	Basic Engineering			
6.02	Site Visit, Design, Preliminary Engineering, P&ID, Plot Plan, documentation for PESO, Drawing, BOM, Documentation, Specifications, Scheduling/Planning etc for CGS cum Mother CNG Station and its allied facilities etc. It includes Site Visit, preparation of General Arrangement Drawings, P&ID drawing and preliminary Layout for tender purpose etc. Technical documents for Statutory/Regulatory approval: Layout drawings and other technical documents required for obtaining statutory and regulatory approvals from the Building Planner, District Magistrate/District Collector, PESO, and any other applicable statutory authorities, as applicable to CGS-cum-CNG Stations/Mother Stations. One station shall be considered one unit for payment purposes. All other related works not covered under Basic engineering shall be covered under Detailed Engineering.	Item 10	2	Nos
6.03	Detail Engineering			
6.04	Site Visit, Detail Engineering from the approved preliminary Engineering for CGS cum Mother CNG Station facility including sizing along with Metering Skids, Odorizing Unit, Piping arrangements, Electrical/ CP/ Civil/ Instrumentation Systems/ firefighting system etc. conforming to applicable codes and standards. Any residual engineering required for completion/ commissioning of the work in all respect. It also includes providing BOM, SOR and Specifications for preparation of PR and Tendering purpose. Job also includes Scheduling and Planning of the complete construction activity till start up and commissioning stage and all other works not covered in Basic Engineering.	Item 11	2	Nos
7	Design of Mother Station			
7.01	Basic Engineering			
7.02	Site Visit, Design, Preliminary Engineering, Drawing, P&ID, BOM, Documentation, Specifications, Scheduling/Planning etc for Mother Station and its allied facilities etc. It includes Site Visit, preparation of General Arrangement Drawings, P&ID and preliminary Layout for tender purpose etc. Technical documents for Statutory/Regulatory approval: Layout drawings and other technical documents required for obtaining statutory and regulatory approvals from the Building Planner, District Magistrate/District Collector, PESO, and any other applicable statutory authorities, as applicable to Mother Stations etc. One station shall be considered one unit for payment purposes. All other related works not covered under Basic engineering shall be covered under Detailed Engineering.	Item 12	6	Nos
7.03	Detail Engineering			

SCHEDULE OF RATES (SOR)

7.04	Site Visit, Detail Engineering from the approved preliminary Engineering for Mother Station (MS) along with sizing and including Compressor, Cascades, Dispensers, SS Tubing, Piping arrangements, Electrical/ CP/ Civil/ Mechanical/ Instrumentation/ firefighting system etc. conforming to applicable codes and standards. Any residual engineering required for completion/ commissioning of the work in all respect. It also includes providing BOM, SOR and Specifications for preparation of PR and Tendering purpose. Job also includes Scheduling and Planning of the complete construction activity till start up and commissioning stage and all other works not covered in Basic Engineering.	Item 13	6	Nos
8	Design of DS/DBS/ON-LINE CNG Station at OMC outlets (BROWN FIELD)			
8.01	Preliminary Design for DS/DBS/ON-LINE CNG Station at OMC outlet (BROWN FIELD)			
8.02	Site Visit, Design, Preliminary Engineering, Drawing, P&ID, BOM, Documentation, Specifications, Scheduling/Planning etc for DS/DBS/ONLINE CNG stations at OMC outlet. It includes Site Visit, preparation of General Arrangement Drawings, P&ID and preliminary Layout for tender purpose etc. Technical documents for Statutory/Regulatory approval: Layout drawings and other technical documents required for obtaining statutory and regulatory approvals from the Building Planner, District Magistrate/District Collector, PESO, and any other applicable statutory authorities, as applicable to DS/DBS/Online Stations at OMC Outlets. One station shall be considered one unit for payment purposes. All other related works not covered under Basic engineering shall be covered under Detailed Engineering.	Item 14	29	Nos
8.03	Detail Engineering for CNG DS/DBS Station at OMC Outlet Station (BROWN FIELD)			
8.04	Site Visit, Detail Engineering from the approved preliminary Engineering for Daughter/ Daughter Booster Stations (DS/DBS) along with sizing and including Compressor, Cascades, Dispensers, SS Tubing, Piping arrangements, Electrical/ CP/ Civil/ Mechanical/ Instrumentation/ firefighting system etc. conforming to applicable codes and standards. Any residual engineering required for completion/ commissioning of the work in all respect. It also includes providing BOM, SOR and Specifications for preparation of PR and Tendering purpose. Job also includes Scheduling and Planning of the complete construction activity till start up and commissioning stage and all other works not covered in Basic Engineering.	Item 15	25	Nos
8.05	Detail Engineering for ON-LINE CNG Station at OMC Outlet Station (BROWN FIELD)			

SCHEDULE OF RATES (SOR)

8.06	Site Visit, Detail Engineering from the approved preliminary Engineering for Online CNG Station (OLS) at OMC outlets along with sizing and including Compressor, Cascades, Dispensers, SS Tubing, Piping arrangements, Electrical/ CP/ Civil/ Mechanical/ Instrumentation/ firefighting system etc. conforming to applicable codes and standards. Any residual engineering required for completion/ commissioning of the work in all respect. Job to include for releasing good for construction drawings/ specifications/ data sheets, approving vendor documents and till final as-built drawings/ document approvals. It also includes providing BOM, SOR and Specifications for preparation of PR and Tendering purpose. Job also includes Scheduling and Planning of the complete construction activity till start up and commissioning stage and all other works not covered in Basic Engineering.	Item 16	4	Nos
9	Design of DS/DBS/ONLINE CNG Station (GREEN FIELD)			
9.01	Preliminary Design for DS/DBS/ON-LINE CNG Station (GREEN FIELD)			
9.02	Site Visit, Design, Preliminary Engineering, P&ID, Drawing, BOM, Documentation, Specifications, Scheduling/Planning etc for CNG DS/DBS/ON-LINE stations in green field locations. It includes Site Visit, preparation of General Arrangement Drawings, P&ID and preliminary Layout for tender purpose etc. Technical documents for Statutory/Regulatory approval: Layout drawings and other technical documents required for obtaining statutory and regulatory approvals from the Building Planner, District Magistrate/District Collector, PESO, and any other applicable statutory authorities, as applicable to DS/DBS/Online Stations CNG stations. One station shall be considered one unit for payment purposes. All other related works not covered under Basic engineering shall be covered under Detailed Engineering.	Item 17	15	Nos
9.03	Detail Engineering for DS/DBS CNG Station (GREEN FIELD)			
9.04	Site Visit, Detail Engineering from the approved preliminary Engineering for Daughter/ Daughter Booster Stations (DS/DBS) along with sizing and including Compressor, Cascades, Dispensers, SS Tubing, Piping arrangements, Electrical/ CP/ Civil/ Mechanical/ Instrumentation/ firefighting system etc. conforming to applicable codes and standards. Any residual engineering required for completion/ commissioning of the work in all respect. It also includes providing BOM, SOR and Specifications for preparation of PR and Tendering purpose. Job also includes Scheduling and Planning of the complete construction activity till start up and commissioning stage.	Item 18	11	Nos
9.05	Detail Engineering for ON-LINE CNG Station (GREEN FIELD)			

SCHEDULE OF RATES (SOR)

9.06	Site Visit, Detail Engineering from the approved preliminary Engineering for ON-LINE CNG station along with sizing and including Compressor, Cascades, Dispensers, SS Tubing, Piping arrangements, Electrical/ CP/ Civil/ Mechanical/ Instrumentation/ firefighting system etc. conforming to applicable codes and standards. Any residual engineering required for completion/ commissioning of the work in all respect. It also includes providing BOM, SOR and Specifications for preparation of PR and Tendering purpose. Job also includes Scheduling and Planning of the complete construction activity till start up and commissioning stage.	Item 19	4	Nos
10	Design of SCADA System			
10.01	Site Visit, Design of SCADA System/ Telecom/Telemetry System for CGD Network of particular GA	Item 20	1	LS
11	Tendering for Works and Service Contract			
11.01	Tendering for work and services Contract including architectural (interior design etc), Preparation of Tender, floating and evaluation of tender, receipt of services and closure inclusive of the following activities: Preparation of tender, hosting of NIT/Recommendation for list of bidders, floating of tender, receipt of bids and opening of bids, Evaluation of tender, preparation of techno-commercial evaluation, recommendation of price bid opening, price evaluation and recommendation for Placement of order, expediting the delivery up to receipt of material and closure of contract. Job also includes Change PO, whenever and wherever required.	Item 21	10	Nos
12	Tendering for Supply Contract			
12.01	Tendering for Supply Contract, Preparation of Tender, floating and evaluation of tender, receipt of services and closure inclusive of the following activities: Preparation of tender, hosting of NIT/Recommendation for list of bidders, floating of tender, receipt of bids and opening of bids, Evaluation of tender-Vendor drawing/document review/approval, preparation of techno-commercial evaluation, recommendation of price bid opening, price evaluation and recommendation for Placement of order, Inspection, expediting the delivery up to receipt of material and closure of contract,. Job also includes Change PO, whenever and wherever required.	Item 22	15	Nos
13	INSPECTION of Material			
13.01	For inspection of material supplied by the manufacturers, attending Factory Acceptance Test (FAT) / Site Acceptance Test (SAT) etc as per the instruction of AGPLL for which the representative has to travel out of GA boundary inclusive of all expenditure viz. Travelling, Lodging, Boarding, Local Conveyance, communication expenses etc.as per the tender.	Item 23	1095	Man-Days

SCHEDULE OF RATES (SOR)

14	<u>Project Management & Co-ordination Team at AGPL CGD Head Office:</u> The Project Management Team consists of a GA In-Charge, one Planning Engineer, and one Billing Engineer: Deployment of Project Management team at AGPL head office, having experience as detailed in Scope of Work , by taking their support form their head / design office , sites/GAs / AGPL , for overall Planning, Preparation/ Review of construction schedule and monitoring of the same by using appropriate software , daily monitoring of project activities , Preparation of consolidated Weekly/ Monthly Progress report and submission of same to AGPL office, including interactions/ briefing with AGPL management as and when required. Attending progress/CGD review meetings at AGPL office on regular basis , virtual meeting for GA with all stakeholders as per direction of EIC and attending physical / virtual meeting with sites, submission of MoM/ record notes within next 3 working days to AGPL , submission of various reports to AGPL /sites . Preparation of Presentation for AGPL management in respect of CGD projects . ATR (Action taken report) , Catch up plan to meet the slippages if any , Bill certification work etc including any other jobs , as and when assigned by EIC.			
14.01	PROJECT MANAGER Cum PLANNING ENGINEER	Item 24	36	Man-Month
14.02	Billing Engineer	Item 25	36	Man-Month
15	Supply of Site Supervision team for GA: The Site supervision team consists of Resident Construction Manages and Construction Engineers: Carrying out Work planning, Monitoring, Co-ordination with site & Project management team, Site Supervision work, Inspection & Testing, Running bill verification, Commissioning and follow up with Statutory Authorities for clearances and all other associated project related works to be executed at site for CGS/CGS cum MS/MS/ Steel/ DRS/MRS/CNG/PNG/MDPE/LMC Station etc. as per direction of AGPL EIC.			
15.01	Resident Construction Manager- 1 PERSON	Item 26	36	Man-Month
15.02	Construction Engineer- 5 PERSONS.	Item 27	180	Man-Month

SCHEDULE OF RATES (SOR)

16	Supply of HSE team for GA			
16.01	Carrying out Health, Safety and Environment (HSE) planning, implementation and monitoring across the project; ensuring compliance with statutory requirements, project specifications and company HSE policies; conducting site safety inspections, audits and risk assessments; overseeing permit-to-work (PTW) systems; incident reporting and investigation; safety training and toolbox talks for project personnel; coordination with all contractors, vendors and statutory authorities for HSE-related activities; preparation and consolidation of HSE documentation, MIS, and periodic HSE performance reports for review meetings.	Item 28	36	Man-Month
17	STORES & Inventory Management-			
17.01	Management of stores such as receiving & issuing of the materials, Physical verification as per policy, entry on AGPL data management software, Preparation of Goods Receipt Note/ Material Inspection Note, preparation of Material Transfer Order (MTO) and any other work related to store and inventory management	Item 29	36	Man-Month
18	Additional Manhours for Engineering			
18.01	Additional man-hours for engineering and supervision work not covered under the Scope of Work (SOW) or the above SOR items	Item 30	1500	Man-Hours

SECTION – VII SCOPE OF WORK FOR EPCM CONSULTANT

INTRODUCTION

Arunachal Gas Private Limited (AGPL), a joint venture company of Oil India Limited (OIL) and Bharat Petroleum Corporation Limited (BPCL), has been granted authorization by the Petroleum & Natural Gas Regulatory Board (PNGRB) under the Authorization of Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks in the 12th round of CGD bidding. The authorization is for laying, building, operating, or expanding the City Gas Distribution (CGD) network in the authorized areas of Arunachal Pradesh State.

AGPL intends to appoint an Engineering, Procurement & Construction Management (EPCM) Consultant for design, detailed engineering, and construction management services for the development and implementation of the City Gas Distribution network and CNG stations in the authorized areas of Arunachal Pradesh State.

Development of CGD network is planned in this Geographical Area.

GA Name	State	Minimum Work Program		
		Steel (inch-Km)	CNG (no's)	PNG (Domestic) Nos
Arunachal Pradesh Geographical Area	Arunachal Pradesh	150	26	19000

The scope of work of EPCM CONSULTANT under this Contract is broadly defined hereunder and includes, but is not limited to, the following:

a. GENERAL

- The EPCM CONSULTANT shall perform the work with diligence and conforming to the best international practices available in this area.
- The EPCM CONSULTANT shall perform their obligations conforming to rules, regulations and procedures prescribed by law.
- The EPCM CONSULTANT shall quote the prices as per scope of work and SOR which will remain firm for the duration of contract till completion of work, taking into consideration all applicable taxes, duties, overheads, provision of safety gadgets to their personnel, office/camp facility cost/ material cost as per scope of work, transportation, conveyance, out of pocket expenses, local transportation, boarding & lodging, trainings, recruitments, communication charges, cost for providing tools & tackles, equipment, computers, mobiles, machineries, minimum spares, stationery etc. and nothing extra shall be payable by AGPL.

SCOPE OF WORK (SOW)

- iv. Dedicated team for AGPL projects in GA is required at Design / Head office of the EPCM CONSULTANT. A common procurement, design, planning, execution team is desired at their head office. The EPCM CONSULTANT has to mention their Design / Head office location in their bid.
- v. The EPCM CONSULTANT shall take approval/concurrence from AGPL on major and critical issues e.g. Design Basis, P&IDs, Business Plan, Different stages of tendering, etc.
- vi. There may be minor changes in scope during the implementation of the project. The EPCM CONSULTANT shall not be entitled for extra payment for the same.
- vii. The EPCM CONSULTANT shall suggest measures to cut-down cost and time over run without compromising the quality of work required in implementing the project.
- viii. The EPCM CONSULTANT shall provide approved drawings and allied documents etc. well in time to the contractors for commencing and proceeding with the work as per the agreed schedule.
- ix. Approvals on Design basis, detailed designing and engineering, finalization of procedures/ SOPs and all other major documents/ activities, stage wise approvals for procurement, Approvals/ issuance of Draft Lol & Purchase Orders, execution of agreement with vendors / contractors, certification of payments as per PO / WO terms etc. shall be in the scope of AGPL. However, EPCM CONSULTANT will provide all the inputs, preparation, and requirements, as per scope of work, to conclude above jobs.
- x. Technical Document/assistance required by AGPL for obtaining permissions from statutory/regulatory authorities shall be provided by the EPCM CONSULTANT.
- xi. The EPCM CONSULTANT shall be responsible to prepare daily, weekly, fortnightly, monthly & Quarterly progress reports of the Project in approved formats.
- xii. The EPCM CONSULTANT shall attend (& contribute) to Project & Construction Review meetings taken by AGPL management at Project/ Corporate/ Site offices of AGPL and also at Vendor's/ Contractor's offices from time to time for expeditious completion of the project within the quoted SOR price only, which shall be participated at appropriate level by the EPCM CONSULTANT.
- xiii. If so required, the EPCM CONSULTANT shall put in requisite efforts to achieve accelerated time schedules for project completion without compromising on quality and at no extra cost to AGPL.
- xiv. The EPCM CONSULTANT should intimate in advance any client's obligations for timely completion of activities (e.g.) requirements of statutory norms, regulatory authorities etc.
- xv. Technical Queries (TQ)/Commercial Queries (CQ) if required in tendering process should be raised with the consent from AGPL.
- xvi. Provide adequate number of Engineers, Planners, Specialists, Inspectors, Expeditors, etc. along with adequate support staff in all phases of the Project to ensure timely completion.
- xvii. Progress of the Site work shall be meticulously monitored and Report shall be submitted to AGPL on Daily/ Weekly/ Fortnightly/ Monthly/ Quarterly basis along with recovery plan, if applicable.
- xviii. The EPCM CONSULTANT to provide a team comprising of Engineers/ Specialists/ Draughtsman drawn from various disciplines for obtaining Site details and carrying out Site verification for all the units covered in this Project for finalization of "Approved for Construction Drawings (AFC)".

SCOPE OF WORK (SOW)

- xix. All efforts to be made for the awarded tenders to be completed in all respect during the contract period. In case of any tender remaining incomplete due to any reasons, the EPCM CONSULTANT shall complete the scope of work of the SOR item beyond the contract period after written permission from AGPL.
- xx. As the work at Site is continuous in nature, EPCM CONSULTANT's manpower is required to work for 7 days in a week except AGPL fixed holidays and weekly offs at site as well as Head office. Further EPCM CONSULTANT'S manpower is expected to work beyond the normal working hours including AGPL fixed holidays/weekly offs as per site requirement / EIC instructions, for this no extra payment for extra hours shall be made by AGPL.
- xxi. Key manpower consisting of Project Manager and Construction Engineers shall be on the payroll of the EPCM CONSULTANT. All statutory compliances w.r.t payment of minimum wages contribution towards EPF, ESI, WCI etc. must be adhered to by EPCM CONSULTANT directly.
- xxii. AGPL reserves the right to accept or replace any employee of EPCM CONSULTANT on prior notice. Bio- Data of all the personnel deployed for the project shall be forwarded to AGPL for approval.
- xxiii. EPCM CONSULTANT will provide the smooth transition of handover to other EPCM CONSULTANT/AGPL after completion of the contractual period. All resources deployed shall take prior consent of leave in advance from EIC/WIC/GAIC.
- xxiv. EPCM CONSULTANT's officials at site has to ensure that execution shall be carried out as per the technical specification, codes, standards and general engineering practices or as relevant codes, guidelines, Regulations & standards by Third Party Agency (TPA). If it is observed that execution has not been carried out as per the technical specification/codes/standards/general engineering practices or due to the lack of supervision, EPCM CONSULTANT is required to rectify the shortcomings as per the technical specification, codes, standards and general engineering practices or as relevant codes, guidelines, Regulations & standards. Further, if it is observed that due to negligence of EPCM CONSULTANT, any damage/financial loss occurred to the third-party utilities then Engineer-in- charge may impose suitable penalty at its discretion & it will be final & binding to the EPCM CONSULTANT.
- xxv. In case of any complaint regarding non-fulfillment of any obligation under the contract, AGPL reserves the right to withhold payment of the EPCM CONSULTANT, and out of such amount (including the security deposit), AGPL can make such payment to another agency at EPCM CONSULTANT's risk & cost as it may consider necessary for smooth and unhindered working of the system.
- xxvi. AGPL reserves the right to fix up priorities which will be conveyed by Engineer-in-charge and the EPCM CONSULTANT shall plan and execute the work accordingly.
- xxvii. EPCM CONSULTANT will work in close coordination with Third Party Agency (TPA) (for site supervision work) & Third-Party Inspection Agency (TPIA) (quality surveillance work), or any other agency working in GA.
- xxviii. The rates quoted against SOR items are inclusive of all overhead expenses like Telephone, fax, Local conveyance, Computer, Printer, Xerox and any other expense etc.

- xxix. EPCM CONSULTANT shall provide details of its intended compliance with Project Quality Assurance requirements pertaining to design, engineering, tendering, procurement, inspection, execution etc. This compliance shall be supported by quality statements and quality plan.

b. EPCM CONSULTANT MANPOWER

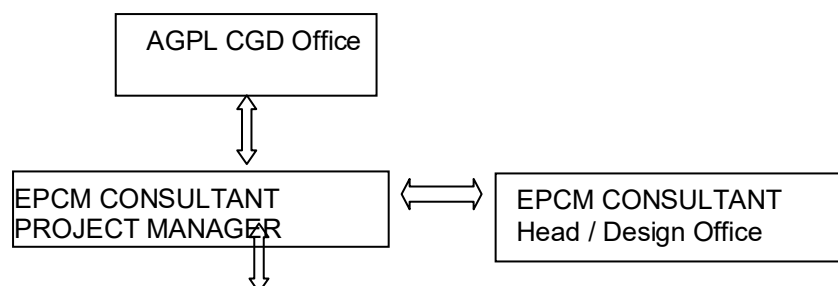
EPCM CONSULTANT shall deploy required number of manpower (on full-time basis) as per the instruction of EIC at their Head / Design/Engineering office, qualified and experienced personnel e.g., professional engineers, designer, draftsman, subordinate engineering personnel, and other specialists of appropriate levels to ensure:

- a. Quality of work in all stages as per requirement of codes, standards, specifications and best international practices.
- b. Timely & expeditious completion of the project.
- c. Economization of project expenses.
 - i. If required to expedite the work, EPCM CONSULTANT may deploy exclusive manpower, on instruction of EIC, at their project office within the quoted rate of SOR, without any extra cost to AGPL.
 - ii. **AGPL Office: EPCM CONSULTANT PROJECT MANAGER shall be** deployed on full time basis at AGPL Project Office. Only office facilities will be provided by AGPL and other required items are to be arranged by EPCM CONSULTANT. He will be responsible for overall Project Management, Construction Management. He will be responsible for overall Construction Activities / Project Management at sites including assistance in survey, permissions, steel laying, composite work for CNG Station, DCU (De Compression Unit) Station, DRS (District Regulating Skid), MRS (Meter and Regulating Skid), CGS (City Gate Station), and PE/GI laying work, etc. in coordination with AGPL GA In-Charge, TPIA, TPA and other agencies for complete construction activity in totality along with HSE management.

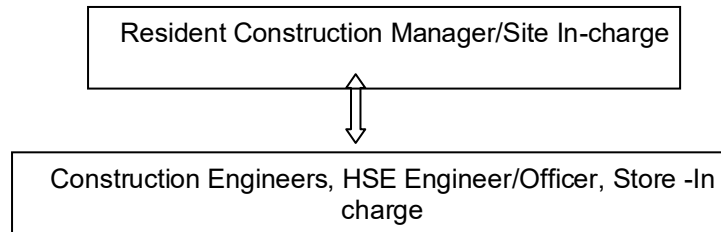
One Planning Engineer and one Billing Engineer shall also be deputed at the AGPL Project Office to assist the GA In-charge in project execution.

- iii. **Construction Team:** EPCM CONSULTANT shall submit the résumés of the construction team for site supervision and inspection, including the Resident Construction Manager/Site In-charge. The team shall consist of Construction Engineers from Mechanical, Electrical, and Instrumentation disciplines, other than the Resident Construction Manager and Site In-charge. Construction manpower shall be deployed at site as per site requirements. Engineers, Inspectors, or Third-Party Inspectors, other than the above-approved personnel, may be utilized for inspection only after submission of their résumés and receipt of written approval from AGPL.

An indicative structure for resources deployment is as under:



SCOPE OF WORK (SOW)



- iv. The EPCM CONSULTANT shall submit the following requisites for approval of the AGPL, after award of work, within a period of 2 weeks:
 - a. Organogram at EPCM CONSULTANT's Project HO/ Design office
 - b. Schedule of preliminary manning at their HO
 - c. Resumes of all the resources deployed at their HO/ Design office
 - d. Resumes of resources to be deployed at AGPL's HO, CGD GAs, etc. for AGPL Project as and when required
 - e. Organization and reporting structure
 - f. Activities wise schedule & planning of the entire project.
 - v. The EPCM CONSULTANT shall be given 30 days' time to mobilize required manpower at site. The EPCM CONSULTANT shall provide proper means of transportation and communication systems to all the managers for smooth functioning of the work.
 - vi. AGPL envisages carrying out the CGD project activities in multiple sites simultaneously at any time during the validity of the contract. The Bidder shall provide proper means of transportation and communication systems to all the manpower resources for smooth functioning.
 - vii. AGPL reserves the right to accept or replace/ remove the deployed resources without assigning any reason whatsoever on 1-week prior notice. Replacement shall be provided within 2 weeks by the EPCM CONSULTANT. Bio-data of all the personnel to be deployed for the project shall be forwarded to AGPL, as per approved format, for verification / validation which may be interviewed by the AGPL before granting clearance of deployment
 - viii. Scope of the EPCM CONSULTANT Construction Manpower is inclusive of transportation charges, Lodging & Boarding charges, office stationery, computer and peripherals for attending meetings etc. at offices. Only sitting arrangement with furniture will be provided for the persons deployed at AGPL head-office / Site Office
 - ix. The qualification of Key-Personnel to be deployed for the project as per the following table:

SCOPE OF WORK (SOW)

I. No.	Type	Qualification & Knowledge	Experience
1	Project Manager to be deployed at AGPL Head Office.	Degree in Engineering in any Discipline. Knowledge of Project Management, Contracts Management, Codes and Standards pertaining to gas pipelines, CGD sector, Industry accepted Best Practices in executing CGD/ Pipeline projects, Govt. Guidelines related to CGD Sector, PNGRB T4S for CGD	Overall Experience: At least 15 years' experience in executing projects in CGD Projects/ Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude/AGPL/ Gas), Petrochemical Plant, LPG Plant, Refinery, LNG Liquefaction or / and Re-gas Terminal etc. Mandatory Experience: Out of the 15 years' experience, at least 5 years' experience must be in senior position in the execution of CGD projects. Profile having previous work experience related to heading Engineering Procurement Management Consultant for multiple Gas will be given preference.
2	Resident Construction Manager	Degree in Engineering or Diploma in any Discipline. Engineering Knowledge of Project Execution and Management, Contracts Management, Codes and Standards pertaining to gas pipelines, Industry accepted best practices in executing CGD projects.	Overall Experience: At least 10 years' experience for Engineer & 15 years for Diploma in executing projects in Hydrocarbon Industry i.e. CGD project, Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Petroleum Product /Gas), Petrochemical Plant, LPG Plant, Refinery etc. Mandatory Experience: Out of the 10/15 years' experience, at least 4-year experience must be in the execution of CGD projects.
3	Construction Engineer	Degree/Diploma in Engineering in any Discipline. Engineering Knowledge of Project Execution, Codes and Standards pertaining to gas pipelines, Industry accepted best practices in executing CGD projects.	Overall Experience: - Degree in Engineering in any Discipline: At least 3 years' experience in executing projects in Hydrocarbon Industry i.e. CGD project, Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Petroleum Product /Gas), Petrochemical Plant, LPG Plant, Refinery etc. - Diploma in Engineering in any Discipline: At least 5 years' experience in executing projects in Hydrocarbon Industry i.e. CGD project, Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Petroleum Product /Gas), Petrochemical Plant, LPG Plant, Refinery etc. Mandatory Experience: Out of the 3 years' experience, at least 2-year experience must be in execution of the CGD projects. Or

SCOPE OF WORK (SOW)

I. No.	Type	Qualification & Knowledge	Experience
			Mandatory Experience: Out of the 5 years' experience, at least 3 years experience must be in execution of the CGD projects.
4	Billing Engineer	Degree/Diploma in Engineering in any Discipline. Engineering Knowledge of Project Execution, Codes and Standards pertaining to gas pipelines, Industry accepted best practices in executing CGD projects.	Overall Experience: - Degree in Engineering in any Discipline: At least 7 years' experience in executing projects in Hydrocarbon Industry i.e. CGD project, Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Petroleum Product /Gas), Petrochemical Plant, LPG Plant, Refinery etc. Mandatory Experience: Out of the 7 years' experience, at least 5-year experience must be in execution of the CGD projects and Contractors/Venders bill certification. Or - Diploma in Engineering in any Discipline: At least 10 years' experience in executing projects in Hydrocarbon Industry i.e. CGD project, Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Petroleum Product /Gas), Petrochemical Plant, LPG Plant, Refinery etc. Mandatory Experience: Out of the 10 years' experience, at least 7-year experience must be in execution of the CGD projects and Contractors/Venders bill certification.
5	Planning Engineer	Degree/Diploma in Engineering in any Discipline. Engineering Knowledge of Project Execution, Codes and Standards pertaining to gas pipelines, Industry accepted best practices in executing CGD projects.	Overall Experience: - Degree in Engineering in any Discipline: At least 5 years' experience in executing projects in Hydrocarbon Industry i.e. CGD project, Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Petroleum Product /Gas), Petrochemical Plant, LPG Plant, Refinery etc. Mandatory Experience: Out of the 5 years' experience, at least 3-year experience must be in execution of the CGD projects and Project planning. Or - Diploma in Engineering in any Discipline: At least 7 years' experience in executing projects in Hydrocarbon Industry i.e. CGD project, Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Petroleum Product /Gas), Petrochemical Plant, LPG Plant, Refinery etc. Mandatory Experience: Out of the 7 years' experience, at least 5-year experience must be in execution of the CGD projects and Contractors/Venders bill certification.

SCOPE OF WORK (SOW)

I. No.	Type	Qualification & Knowledge	Experience
6	Store In charge	Degree/Diploma in in any Discipline	Overall Experience: Degree/Diploma in in any Discipline Minimum 2 years of experience in Hydrocarbon Industry i.e., CGD project, Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / AGPL), Petrochemical Plant, LPG Plant, Refinery etc.
7a	HSE Engineer/ Officer	Degree/ Diploma in SAFETY	Overall Experience: 3 years' experience in handling Safety related aspects involved during the project phase and operations in hydrocarbon industry

x. MAN- MONTHS SUPPLY:

- I. RCM and Construction team are required to work for 6 days in a week except AGPL fixed holidays and weekly offs at site as well as at Head office. Written Permission from EIC/WIC/GAIC in advance before leaving the station shall be taken by all.
- II. RCM and Construction team may have to work for late hours/night hours/Sundays/Holidays, if the job requires the same, however no extra payment shall be made for the same.
- III. One man-month shall consist of all the days except Sundays and Holidays. For any other leave, deduction shall be made on pro-rata basis.
- IV. No extra payment shall be made for working on Sundays.
- V. An attendance register has to be maintained which shall be submitted to AGPL for verification.
- VI. RCM and Construction team to be equipped with Mobiles, transportation, computers/laptops, etc.

c. STATUTORY APPROVALS

EPCM CONSULTANT will assist in obtaining Statutory approval & permissions from any authority required as per statutory rules and regulations of Central/ State Government . Any drawings required for statutory permission such as DRS/ MRS/ DCU/ any layout/ any equipment drawings, etc. have to be prepared by EPCM CONSULTANT within the rate quoted rate in the tender.

d. LIST OF PROCUREMENT / WORKS PACKAGES

List of packages shall be finalized in consultation with AGPL keeping in view the MWP achievement and Internal plan for CNG Stations, PNG Connections (Domestic, Commercial & Industrial).

Following is the tentative list of procurement/works packages. The list is based on the broad approach for execution of CGD Projects:

Sl. no	Packages
Supply Packages (As a Minimum)	
1	Coated Steel Line Pipe
2	Insulating Joints
3	Odorizing Unit

SCOPE OF WORK (SOW)

Sl. no	Packages
4	LR Bends
5	Flow tee
6	Scraper Trap If required
7	Carbon Steel ball Valves with or without Actuators for Steel pipeline network
8	Check Valves, Globe Valves etc.
9	CS Flanges/Fittings etc.
10	MDPE Pipes
11	PE valves and Fittings
12	GI and Cu Pipes/ Fittings (Powder Coated)
13	DCU
14	Isolation & Appliance Valves
15	DRS/MRS/MRU
16	Domestic/ Commercial Meter
17	Domestic/Commercial/Service Regulators
18	CNG Compressors - Online/Booster
19	CNG Cascades
20	CNG Dispensers
21	RTU & SCADA
22	Optical Fiber Cable (OFC)
Works Packages	
1	Survey Tender
2	Steel Laying incl. HDD, crossings, SV station works, etc.
3	Construction of Greenfield CGS
4	Construction of Mother stations
5	Construction of Daughter/ Booster stations
6	Construction of CNG outlets at AGPL Marketing Companies operating stations.
7	Construction of DCU/DRS/MRS stations
8	MDPE Laying
9	Cathodic Protection system
10	Civil/ Instrumentation/ Mechanical tenders
11	LMC/ DMA works
12	SS Tubing works

e. DESIGN STANDARDS:

The following design standards shall be applicable:

- I. PNGRB T4S Standard & other regulations
- II. Published Standards

SCOPE OF WORK (SOW)

- III. Indian Standards
- IV. Oil Industry Safety Directorate (OISD)
- V. International Standards: ANSI, ASME, ASTM, API, NACE, ISO, DIN and EN etc. wherever applicable.
- VI. In case of conflict among Indian Standards or with International Standards, AGPL should be consulted.

f. The interval for activity wise reports to be prepared by EPCM CONSULTANT shall be as follows: -

Project Activities	Timelines
Project progress reporting	Twice in month/ As and when required by owner
Material consumption, Capitalization	Fortnightly
Planning & Scheduling	Weekly/ Monthly
Material expedition	Within 48 hours
Budget Expenditure	Within 2 weeks after intimation / As and when required by owner
Material reconciliation	Fortnightly / As and when required by owner
Certification of Supply Invoices / RA bills	Within 7 days
Approval of QAP/ITP	Within 3 days
Submission of Job procedures	Within 1 week / As and when required by owner
Construction activities	Timelines
Daily Progress Report	Daily
PE / GI Cards, Graphs, GIS/GPS data	Weekly
Deviation Statements	Weekly
Weekly Progress Report	Weekly

g. MATERIAL INSPECTION AT VENDOR'S WORKS:

Bidder is to quote "Outstation Material inspection" charges on per man-day basis towards material inspection at vendor's premises. Boarding, lodging and conveyance charges for outstation / local travel for inspection of material at vendor's places will be inclusive in the quoted rate. Man-day's charges for outside vendor inspection shall be paid, as quoted by bidder on actual Man-days consumed.

The Consultant shall witness & certify the Factory Acceptance Tests in the premises of vendor for CNG Compressors, Dispensers, Cascades, DRS, MRS and Service Regulators etc. as and when instructed by Owner/EIC.

h. DESIGN & ENGINEERING

Designing all facilities, equipment's, P&ID s, layouts, Civil works like filling, approach roads, all buildings, canopy's, drains, roads, culverts and all structures, Equipment's foundations and other facilities not mentioned explicitly herewith but required for completion of the project.

i. PROCESS DESIGN

This will comprise of the following and delivered to AGPL both in hard and soft forms:
Process Design Basis including Process Description.

- Network Simulation.
- Equipment process data sheets, Process flow diagrams, Piping material specifications, Line schedule, Equipment list, Equipment Specification, Process description, Operation and control philosophy.
- Piping and Instrumentation Diagrams (P&IDs), Instrument list and data sheets, utilities requirement & their specifications, Hazop Study, QRA etc as per requirement.

j. PIPELINE / PIPING (SPECIFICATION FOR ALL PIPELINE LAYING/ CIVIL/ MECHANICAL/ELECTRICAL/INSTRUMENTATION AND RELATED WORKS)

- Preparation of Pipeline Design basis as per relevant standards.
- Prepare technical specifications for carrying out route survey, Land & Elevation
- Survey, survey of major & minor crossings, AGPL resistivity survey and analyze the submitted report to choose the optimal route.
- Compilation/Preparation of alignment sheets and other construction drawings including those for crossings along the pipeline (MDPE/STEEL/GI) route.
- Preparation of MDPE Network diagram including hydraulics for the locations (node to node) advised by AGPL, line sizing based on design from DRS to LMC, valve locations considering scope of PNG supply, DRS location, completion of loop connecting DRS to DRS through main line, ensuring supply through alternative supply routes by designing fail-safe network etc.
- Review & approval of GI drawing for Apartments, Individual Houses, Commercial installations such as Hotels, canteens, etc.
- Preparation of specifications for line pipe, line materials, terminal materials.
- Preparation of specifications for line pipe coating and transportation, terminals & pipeline laying, HDD crossings etc.
- Preparation of equipment layouts & General Arrangement Drawings.
- Preparation of Bill of Quantity for Material & Services including Preparation of
- Service requisitions and Purchase requisitions
- Prepare technical specifications for pipeline laying, detailed BOQ, method of laying piping's etc. as per relevant codes & Standards.
- Prepare tender specifications for laying of steel, MDPE and GI/Cu piping and installations, Tubing works, Electrical works, CNG, CGS/ MS/ CGS cum MS construction/ composite works, odorization unit, Compressors, dispensers, cascades, DRS, MRS, DCU, SV/ CP stations, valves, fittings, Visual identity, Interior, Furniture, SCADA, GIS, Operating software's etc. along with operations by OEM/ other and related services as directed by AGPL for all items.
- Carryout tendering, technical evaluation of bids, award of work etc.
- Prepare all the pipeline/piping drawings required for construction.
- Supervision during pipeline laying and installation of all the equipment.
- Supervision, quality control & safety during execution & commissioning of facilities.
- Tender for TPI services as per PNGRB regulations

- Tender for maintenance & operation of various equipment, facilities in CGD Network including CGS, Mother Station, LCNG Station etc.
- Ensuring of Tender deliverable till warranty & guaranty period & also in operation period taken adequate action if the delivery is not met.
- Verification of measurement, vendor supplied documents and timely bill certification is also a major activity of EPCM CONSULTANT.

k. CGS/CGS cum MS/MS/CNG/DCU/LCNG INSTALLATIONS

CNG Stations layout may depend on the type of land available and accordingly CNG stations shall be planned and executed.

As per site requirement, the decision of AGPL shall be final. The list of the activities are as follows:

- Site Visit, preparation of GAD, plot plan, layout in existing OMC (AGPL Marketing Companies) retail outlet and in DODO (Dealer Owned-Dealer Operated) CNG Outlets and in new plots for obtaining approval of Statutory Authorities.
- Phase wise selection of sites for CNG stations and recommendation to EIC.
- Preparation of Design basis and P&IDs as per relevant standards.
- Detail Engineering detailing of online CNG stations, mother stations, daughter stations, daughter booster stations, DODO outlets, de- compression units & supply through cascades.
- Prepare specifications for all items and components of the Compressor packages, including optimization.
- Prepare specification for all equipment viz. compressor, dispensers, cascades etc. required for smooth dispensing of CNG from CNG stations.
- Carryout piping stress and flexibility analysis for the station piping.
- Prepare Service requisitions and purchase requisitions.
- Preparation of BOM/BOQ for all the material & services and consolidate the same on GA basis or as directed by EIC.
- Supervision during development and Commissioning of all CNG Stations.

Various activities that may be required for construction of CNG stations (OLS/DS/DBS/DODO) / City Gate Stations/ Mother stations/ CGS cum MS/ DCU/ DRS/ MRS have been listed below. There may be some activities which may not have been listed but may be required to be done for overall completion /execution of the project. Similarly depending upon requirement, some of the activities listed below may / may not be required and has to be executed with no additional cost. The activities in details are listed below:

I. Site Survey:

- Topography Survey of CNG stations (OLS/DS/DBS/DODO) / City Gate Stations/ Mother stations/ CGS cum MS/ DCU/ DRS/ MRS Plot along with details within minimum 100 Meter radius of the plot.
- Defining & installation of permanent bench marks at site with reference to approved existing bench marks for ground level & level & another requirement.
- Development of topographical information as per site survey plan.
- Establishment of basic line, zero line and grid system for defining co- ordinates of various areas.
- Surveying of the entire Site area and taking spot levels at every specified interval.
- Establishment of Highest Flood Level (H.F.L) of the site and if required for nearby streams.
- Surveying work should include the details of approach road showing connectivity with the main road.

- Preparation of survey and contour drawings.
- Any other job not defined here but considered necessary for completion of work.

II. Soil Investigation

The objective of soil investigation survey is to obtain visual engineering classification of soil and geotechnical properties of soil when specified in data sheet for design & engineering of various facilities required in the CNG stations (OLS/DS/DBS/DODO) / City Gate Stations/ Mother stations/ CGS cum MS/ DCU/ DRS/ MRS/LCNG.

- The soil investigation includes boring, collection of disturbed samples from bore holes and visual engineering classification of soil within the CNG Station Site and submission of detailed report to Owner.
- Visual classification of soil shall be in accordance with "IS-1498; IS Classification and Identification of SAGPLs for General Engineering Purposes". Geotechnical investigation of soil shall be carried out as per relevant clauses of IS-1892 and other applicable IS standards.
- Boreholes shall be made at all intermediate points where there is apparently a change in the type of soil and at other places as given below by Owner/Engineer-in-charge.
- Boring shall be carried out in accordance with the provision of IS:1892. Minimum diameter of boring shall be 150 mm. Auger boring shall be resorted to above water table whereas below water table the boreholes shall be advanced by rotary drilling with mud circulation through all kinds of soil other than rock. While boring above water table, no water shall be introduced in boreholes. Casing shall be used to support the sides of boreholes in soft to firm soil.
- The boring shall be either terminated at a depth of 3 m below Natural Ground Level or on top of bed rock, if rock is encountered at a depth of less than 3 m.
- Sampling: Disturbed representative samples shall be collected from all bore holes for visual classification of soil. Collected soil samples shall be packed in container and identification label shall be affixed on it indicating bore hole no., depth and visual soil classification.
- Presentation of Survey Data: Results of soil investigation survey shall be submitted in the form of report covering as a minimum the following:
- Visual engineering classification of soil encountered at site in bore log form. Depth of Ground Water Table (GWT) below Nominal Ground Level (NGL) shall also be mentioned, if encountered.
- SAGPL profiles at the Site shall also be prepared and attached with the report.
- Regions at the Site where hard rock is present and special excavation techniques like blasting etc. needs to be adopted for excavation, shall be clearly indicated in the report. Summary of results obtained from tests and their interpretation to be evaluated from soil parameters.

III. Preparation of Architectural, Structural, Electrical, Plumbing, Layout and all Other Drawings

The scope of consultancy services for Architectural, Structural, Electrical, Plumbing, Layout and all Other Drawings shall include but not limited to the following services:

- a. The Consultant shall submit concept design keeping in view the current brand image of AGPL already existing at CNG Station for AGPL's comments and final designs to statutory authorities after incorporating AGPL's comments.
- b. The Architect shall render all comprehensive and professional architectural services in respect of construction of CNG stations (OLS/DS/DBS/DODO) / City Gate Stations/ Mother stations/ CGS cum MS/ DCU/ DRS/ MRS including architectural and structural design based on soil investigation reports, internal water supply system, sanitary installation,

right of way, air- conditioning (if any), firefighting, ventilation, electrification, layout of internal telephone conduits, landscaping graphics, interior & furniture work wherever required. The work to be so attended to and the services to be so rendered by the Architects shall, in addition to the works and services set out in the schedule annexed hereto, include but not limited to the followings:

- Preparation of preliminary drawings and designs, i.e., preliminary sketches plans, elevations, sections, scaled model for the entire site, perspective adequate to explain the general planning and nature of the work basic dimensions and inclusive of ducts, shafts and such other feature required for services.
- Preparation of drawings and documents for submission to statutory authorities for obtaining all statutory approvals from agencies such as local Municipal Authorities, Town Planning & Country Planning, Fire Service, Development Authority, Electric supply, Traffic Police, DCP (Licensing), PWD, CPWD, NHAI, etc. and any other authorities as required. The layout shall be prepared based on PNGRB / CCOE /AGPL Industry Safety Directorate (OISD) guidelines.
- Supplying to owner, all drawings and documents and "Approved for construction" Drawings for execution of works.
- To obtain the Building Plan Approval, wherever applicable from statutory authorities. However, statutory fees, if any for the same will be reimbursed by AGPL on production of Original Receipts.
- To review SAGPL investigation reports and its rectification, if required.
- Preparation of working drawings and details of all aspects of the work including architectural, structural, sanitary and electrical works including air- conditioning if any etc. and obtaining the approval of the owner/ statutory authorities for the same.
- The Architect shall prepare and submit complete detailed design calculation of building, Structures (Like Canopy, foundations, etc.) and all services including air-conditioning for owner's information and records.
- The Structural Design of Building and Structures (Like Canopy, foundations, etc.) are to be carried out by a recognized/approved Chartered Structural Engineer.
- Preparation of complete drawings, details, specification and estimate for internal layout of the building according to owner's requirements including revisions.
- Scrutinizing and approving shop drawings and structural calculations, if any, furnished by contractors.
- Ensuring safe and smooth vehicle movement in CNG stations (OLS/DS/ DBS/DODO) / City Gate Stations/ Mother stations/ CGS cum MS/ DCU/ DRS/ MRS.
- Design for landscaping of green area e.g. Buffer Strip, etc. for CNG stations (OLS/DS/DBS/DODO) / City Gate Stations/ Mother stations/ CGS cum MS/ DCU/ DRS/ MRS.
- Preparation of drawings required for filling/grading/pavements, layout of underground piping, roads, cable trench details, equipment foundations and buildings like control room substation, relocation/rerouting of existing services/units etc.
- Designing fire proofing & firefighting equipment's as per relevant codes, standards & statutory requirements.
- Design and detailed engineering as required for the Buildings, Foundations, Canopy, Monolith, Signages, facia, Forecourt, Customer Shed, Washrooms, Fore-court, Buffer Area and structure, operating platforms, stage etc. as well as static and rotating equipment foundations.
- Design and detailed engineering as required for modifications, strengthening, relocation and rerouting of existing units, service lines etc. in superstructure and underground.

- To provide Structural Design Certificate confirming the safe structural design for CNG stations (OLS/DS/DBS/DODO) / City Gate Stations/ Mother stations/ CGS cum MS/ DCU/ DRS/ MRS.
- **CNG Station (OLS/DS/DBS/DODO) on OMC ROs:**
This type of CNG Station shall be developed on an existing Retail outlet owned by OMCs/dealer. Consultant's scope is to provide required engineering support as per the relevant standards for accommodating CNG facilities/equipment along with other fuel's (MS/HSD) facilities /equipment's on the retail outlet.
Preparation/ amendment in layout of existing retail outlet for required CNG facilities (like equipment foundations, canopy, electrical system, cable/SS tube trench, any other required facility etc.) to obtain PESO approval/execution/license etc. including procurement / installation of required material for successful commissioning of CNG facilities.
- HAZOP Study/QRA/ Risk Assessment Study/ ERDMP/ Operations Manual/ Integrity Management System (IMS) (ERDMP and IMS certification thru PNGRB approved Agency) for section of the pipeline/ stations/ terminals to be commissioned/ modified in the CGD Network as per the requirement of the project.

I. ELECTRICAL

- Preparation of basic design criteria for electrical and communication facilities and finalization of single line diagrams.
- Preparation of circuit diagrams with all details and lines in accordance with final single line diagrams covering Grid power, Emergency power, UPS Power, solar power and Main lighting & Solar lighting, suitable control and instrument power supply requirements.
- Prepare detailed UPS with Battery banks for instrument power & distribution drawings and location of power distribution panel.
- Prepare detailed specification/drawings for control and instrumentation system.
- Plan and detail layout of electrical room.
- Prepare typical schematic control drawing for electrical equipment.
- Prepare cable layout plans showing general route of cable for all Station power, Controls, instrumentation & lighting feeders etc.
- Preparation of indoor & outdoor lighting layout and Earthing lightning protection calculation with drawings.
- Preparation of grounding/ earthing design and layout drawings.
- Review soil resistivity reports and designing of TCP & PCP accordingly.
- Preparation of technical specifications/data sheets and material requisition for all electrical items like Transformer, DG set, Solar power, UPS, Cables, lighting poles, Earthing & Lightning protection materials for enquiry.
- Prepare technical specifications for cathodic protection system, both Temporary Cathodic Protection (TCP) & Permanent Cathodic Protection (PCP).
- Preparation of BOM, BOQ, Service requisitions, purchase requisitions, data sheet etc. for all Electrical items.
- Prepare tender specifications for electrical and CP works.
- Review of vendor/contractor's documents.
- Preparation of electrical design drawings
- Prepare necessary operating manual for the electrical system covering the system description and the operating philosophy which supplement the operating manual furnished by the various equipment supplier.
- Prepare Factory Acceptance Test (FAT) and Site Acceptance Test (SAT) plans and procedure documents.
- Preparation of "Approved for Construction (AFC) drawings" & "As Built Drawings" and submission to AGPL for record keeping.

m. MECHANICAL

- Mechanical Design Basis, preparation of technical specifications of all mechanical items/Welding Procedures Specification (WPS) and all procedures of steel pipeline laying, preparation of pipe book etc.
- Prepare equipment data sheets and BOM/BOQ.
- Prepare service requisitions and purchase requisitions.
- Carryout technical evaluation of bids.
- Prepare tender specifications for mechanical works.
- Review vendor/ contractors' documents.
- Layout, General Arrangement Drawings and design of various piping various stations like CGS/CNG Stations/ DRS/ MRS/ SV/ CP stations etc.
- Data sheets for all accessories/ spares related to items/ works detailed in the tender documents.
- Detailed technical specifications for all mechanical related items.
- Prepare Factory Acceptance Test (FAT) and Site Acceptance Test (SAT) plans and procedure documents.

n. INSTRUMENTATION

- Prepare design basis/ system configuration.
- Preparation for specifications of skids/check meters etc. (if required) & procurement of the same.
- Preparation of detailed engineering specifications including sizing of control valves, safety valves and orifice plates, other flow devices and elements.
- Review P&IDs and control philosophy for SCADA compatibility
- Review & approval of DRS/MRS specifications/drawings
- Review of instrumentation, civil works, composite tenders, electrical, CP & telecom systems.
- Preparation of finalization of instruments panel, detailing all the pneumatic tubing and wiring position of each instrument with tag number and with its connections.
- Finalize instrument data sheets and prepare BOM/BOQ.
- Prepare matching Instrumentation and SCADA philosophy.
- Prepare system specifications, service requisitions and purchase Requisitions.
- Carryout technical evaluation of bids.
- Prepare Factory Acceptance Test (FAT) and Site Acceptance Test (SAT) plans and procedure documents.

o. GENERAL CIVIL / ARCHITECTURAL / STRUCTURAL ENGINEERING

- Prepare the design basis including detailed technical specifications for foundation of the equipment, roads, drains, buildings, and compound walls etc. including requirements for firefighting and safety aspects.
- Prepare plot plans/layout for CNG stations (OLS/DS/DBS/DODO) / City Gate Stations/ Mother stations/ CGS cum MS/ DCU/ DRS/ MRS/ SV/ CP stations etc.
- Prepare architectural drawings for CNG stations (OLS/DS/DBS/ DODO) / City Gate Stations/ Mother stations/ CGS cum MS/ DCU/ DRS/ MRS/ SV/ CP stations etc.
- Site grading plan & layout of roads/storm water disposal/sewage disposal, firefighting facilities/plan at above locations.
- Preparation of drawings for platform, staircase, canopy, shed etc. Preparation for specifications for structural works.
- Preparation of detailed technical specifications for equipment foundations, roads, drain compounds wall etc.

- Design and detailed engineering as required for the buildings and structure, operating platforms, stage, etc. as well as static and rotating equipment foundations.
- Review of vendor/contractor documents. Preparation of AFC drawings required for construction.
- Carry out technical evaluation of bids & preparation of BOM & material requisition for all the items.
- Prepare tender specifications for topographical surveys, general civil works and structural works.
- All Civil works related with CNG stations (OLS/DS/DBS/DODO) / City Gate Stations/ Mother stations/ CGS cum MS/ DCU/ DRS/ MRS/ SV/ CP stations. All the civil works related CNG stations (OLS/DS/DBS/DODO) / City Gate Stations/ Mother stations/ CGS cum MS/ DCU/ DRS/ MRS/ SV/ CP stations are to be included by the Consultant in the work package
- Provide technical guidance on general civil, architectural & interior, signage and landscaping elements of the project during its execution.
- Ensuring all the CTE inspection registers as well as AGPL/ Consultants Quality Control registers are required to be maintained by the vendor and EPCM CONSULTANT shall review the same on daily basis. In case vendor is found to be not maintaining these records, it shall be responsibility of EPCM CONSULTANT to do so.

p. SCADA

- Preparation of design basis/ Design Architecture/ System configuration.
- Preparation of SCADA philosophy for matching instrumentation for all GAs
- Preparation of SCADA integration philosophy for integration of SCADA system in all AGPL GA's
- Preparation of Material Requisition/ Technical Specifications, Drawings, Instrumentation Adequacy etc.
- Preparation of SOR, Tender and Evaluation of bids till award of work.
- Review and approve all engineering/FAT/SAT documents.
- Carrying out SCADA Project Management Activities
- Carrying out Factory Acceptance Testing and Site Acceptance Testing
- Site / Construction supervision
- Commissioning assistance.
- This shall include communication of data of all CGS/ MS/ DRS/ DCU/ CNG stations etc. to flow to the Control room. One centralized dashboard may be provided at HQO for monitoring all the AGPL GAs.

q. PROCUREMENT SERVICES

The Consultant will be responsible for preparing Tender documents for all the Purchase Tenders. The tender documents will incorporate the AGPL's standardized "General Conditions of Purchase" and "Instruction to Bidders" which will be provided by AGPL to the Consultant. The tendering will be done strictly as per AGPL's "Contracts and Procurement Procedure" and Notification /guidelines being issued by Government of India from time to time.

- Preparation of Cost Estimates based on BOM prepared/provided with items for Staggered Delivery. The rate references & justification should be based as per AGPL's Material Manual. List of Probable Vendors, PR to be submitted along with the estimate.
- Preparing and floating tender inquiries (AGPL website, PMC website, Government of India web sites etc.) as per the latest guidelines including formulation of Bid evaluation criteria. All tenders are required to be published on AGPL /PMC and Government of India web sites. Conducting Pre-Bid meetings as and when required or instructed by EIC.
- Prepare Tender documents for all works (BOQ, SOR, Scope of Work, Special Conditions of Contract (SCC) and Construction Procedures & Specifications.

SCOPE OF WORK (SOW)

- Recommendation for opening of Bids, carrying out technical and commercial evaluation of bids, prepare comparative statement and prepare recommendation for award of work.
- Prepare LOI/Work Order.
- Prepare contract documents for signing of Agreement.
- Carry out techno-commercial evaluation of bids, prepare comparative statement of price bids and prepare the purchase recommendation in line with AGPL's procedures.
- Consultant shall make efforts for getting maximum number of offers (at least 3 techno-commercial valid offers or each tender) for all material requisitions/tenders to ensure proper competition. However, for exceptional cases where this is not possible consultant will provide appropriate reasoning/ justification for approval of the same from EIC. Prepare purchase status reports and Monitor procurement progress.
- Prepare purchase status reports and Monitor procurement progress xii. Approval of vendor/suppliers Drawings / Designs in stipulated time. xiii. Ensuring proper transportation, logistics and material management.
- Warranties and Guarantees: PMC shall obtain from the vendors/suppliers, the best possible warranties and guarantees covering workmanship and materials for the benefit of the owner and will take all steps to ensure that such warranties and guarantees are enforced. (Same shall be within the framework of AGPL Integrated Procurement Procedure). The PMC shall be completely responsible for all warranties /Guarantees related to the design & engineering being done by them.
- Enquiries: The PMC shall assign a central procurement team to manage and conduct the purchase of all equipment and materials. Enquiry activities shall be controlled by the consultant. Consultant shall be responsible for issuing enquiries to those vendors on approved vendor lists, expediting receipt of bids, evaluating the bids and submitting recommendations to owner for approval. It will be the responsibility of the EPCM CONSULTANT to incorporate AGPL Material Code against each item.
- EPCM CONSULTANT is to ensure that BG & Contract Agreement should be furnished by the successful bidder within stipulated time as per respective bidding document.
- EPCM CONSULTANT to conclude the lining up of tender as per Schedule submitted to EIC and as per the Guidelines of Material Manual.
- The bidder i.e. EPCM CONSULTANT shall ensure to have sufficient vendors for each and every item to be used in projects (bought out and Free issue) and shall submit a fortnightly report for same.
- Reasons for cost variation between estimated cost and lowest bid value to be submitted for recommendation for award of work.
- The cycle time for completion of each intermittent activity for pre- ordering/ post- ordering will be maintained so as to achieve timely completion of the project as per targeted completion schedule. EPCM CONSULTANT to submit detailed schedule of Purchase/Procurement to EIC.
- Submit periodic progress reports (monthly/ Quarterly, as and when sought by owner) highlighting hold-ups and slippages, if any, to AGPL and suggest their remedial measures. Rating of vendors depending on the quality and performance of the items supplied, commitments to the delivery schedule, after sales services etc. as per AGPL's Format or as directed by EIC.
- Change Orders: In case of any changes / revisions of the order is required the same shall be done by AGPL basis recommendation along with item wise justification for increase / decrease in quantity from consultant and AGPL management approval. For the changes required for quantity increase or any other changes in tender terms the consultant shall be required to advise AGPL well in advance so that change order can be processed before execution of the job at the site.

TENDERING FOR SURVEY (SAGPL INVESTIGATION, GEO-TECHNICAL, HYDROLOGICAL) FOR STEEL/MDPE NETWORK/ CNG STATIONS

EPCM CONSULTANT will do tendering for lining up a party to do Reconnaissance Survey, Detailed Engineering Survey, Topographical Survey, Geotechnical Investigation, SAGPL Survey. The payment to the Survey party will be done directly by AGPL.

Following to be carried out for the same,

- Preparation of tender specifications & documents for above survey works.
- Techno commercial evaluation of bids
- Supervision during surveys such as Area survey, Crossings, Alignment finalization, Steel pipeline survey etc.
- Review of soil investigations/ surveys reports for Steel/MDPE Pipelines, CNG/DCU/DRS/MRS stations.

r. COST ENGINEERING

- a) Preparation of cost estimates for procurement items and works order with EPCM CONSULTANT
- b) Preparation of Standard SOR as per CGD Industry Standards and Guidelines and Prevailing Market Rates
- c) Preparation of MR and detail cost estimates for bid evaluation purposes.
- d) Preparation of accurate estimate in time for procurement items & works based on er CGD Industry Standards and Guidelines and Prevailing Market Rates
- e) Assistance in setting all technical & commercial issues with all the vendors/contractors till the final close out.
- f) Prepare periodic cost status reports (monthly).
- g) Preparation of accurate estimates in time (based on past data/ CPWD basis/ Market rate Analysis) for procurement items and works is an important activity in Cost Engineering. Owner lays strong emphasis on accuracy of cost estimates and price

In case the deviation of any individual work contract exceeds 10% of the contract value or additional/extra items exceeds 10% of contract value for the reasons solely attributable to EPCM then recovery/penalty shall be made from the EPCM CONSULTANT as below:
[(3% of Excess Deviation amount above 10%) or (Excess deviation in % x 2.5 % of EPCM CONSULTANT Estimated cost)] which ever is lower.

- h) Provide assistance in settling all commercial issues with all the vendors/ contractors till the final closeout.

s. CONSTRUCTION/ ERECTION SUPERVISION AND COMMISSIONING

- The entire job under Supply and Works contracts shall be planned to be executed to meet the project completion schedule.
- Ensure close coordination with vendors for prompt delivery and to ensure project execution at site in line with the project schedule. Planning for work front for each vendor well in advance so that vendors are not idling at the site. Release of the work fronts to various vendors to meet project program as per plan. Optimizing on the progress so that we can commission the facilities in a well-designed flow in line with the pipeline getting commissioned.
- It shall be ensured that most densely populated areas are fed first and progressively we expand to other areas of operations.
- To develop construction schedule along with execution agency based on the execution plan, drawings and work order in consultation of EIC.

- Supervision and inspection of site activities and execution of the work as per tender specifications, establishment of construction procedures, QA/QC procedures, documentation and signing of inspection reports, certification of bills / invoices of contractors / vendors.
- Provide adequate number of qualified / experienced engineering staff to render day-to-day site supervision, quality control during execution of all the works.
- Carrying out stage/final inspection at place of manufacture/fabrication and installation.
- To ensure conformity with laid down / latest specifications, quality standards and trade practices.
- Carrying out Procedure Qualification Test (PQT), Electrode Qualification Test (EQT), Welder's qualification test (WQT), electrician's trade test, safety drills, visitor's identification etc.
- Preparation of daily, weekly, fortnightly, Quarterly and monthly progress report, exception reports, deviation report etc.
- Expediting construction activities as required and preparation of reports.
- Maintaining material consumption records, take detailed measurements at site, check
- RA and final bills of the contractors in a time bound manner.
- Furnishing completion/inspection certificates, organize handing over / taking over of complete works.
- Assistance during the commissioning as and when required.
- Providing technical support/supervision for trouble shooting and post- commissioning works.
- The Consultant shall prepare and implement all necessary procedures to ensure safety of personnel' working at construction sites during the field inspection, testing and commissioning and obtain approval by EIC.
- The Consultant shall supervise contractors work such that, phase wise mechanical completion and commissioning take place as determined by Owner's business needs or as directed by EIC.

t. MDPE and LMC Work:

- EPCM CONSULTANT is responsible for supervising the 'Survey Consultant' to ensure that the survey towards Domestic PNG connections, Commercial PNG connections & Industrial PNG connections are carried out based on the area allocated by AGPL.
- Upon receipt of raw data, EPCM CONSULTANT is responsible to reverify the MDPE route with an objective to optimize the MDPE laying and maximize PNG connections.
- EPCM CONSULTANT to carryout simulation based on the raw data and deliver the final design based on T4S regulation of PNGRB and incorporating all necessary micro details, e.g. isolation valve location, Service Regulator locations, DRS locations & size, MRS location and sizing etc.
- Plan the optimal route for LMC between 'transition fitting' to 'cooking oven/stove/appliance and consent of the household owner.
- Check and approve of drawings prepared by LMC Contractor for each individual connection.
- After completion of work, cross-checking & measurement of the work done.
- Approval of procedure for LMC laying, testing and commission and supervise the work at site accordingly.

u. COMMISSIONING AND START-UP:

- The consultant shall complete the pre-commissioning inspection as per the PNGRB/ OISD/ T4S guidelines.

- Commissioning and start-up are to be carried out with assistance of all relevant contractors upon AGPL's approval.
- Co-ordinate the start-up team to supervise and monitor the commissioning, start-up performance test and initial operation of the facilities consisting of representative of Owner operating personnel, equipment suppliers.
- EPCM CONSULTANT shall ensure that the contractor provide sufficient manpower, special tools and spare parts necessary for the commissioning activities
- Identification of defects and deficiencies during commissioning. PMC shall ensure that all defects and deficiencies found during the course of commissioning shall be rectified by the contractors.
- Review and approval of commissioning reports.

v. SAFETY:

- HAZOP study during detail engineering, construction & commissioning
- The Consultant is also required to prepare safety pamphlets, presentations, Do's & Don'ts etc. required to be distributed to statutory authorities, residents during construction. It is AGPL's objective policy to ensure that potential health and safety factors and environmental effects are assessed for all products, projects and activities and acquisitions. For projects, this is implemented by staged audits of health, safety and environmental aspects from concept stage to post commissioning in order to determine any shortcomings or noncompliance.
- Site Safety Planning: Prior to award of construction contracts or start of site work, EPCM CONSULTANT shall prepare job safety analysis (JSA) in conjunction with contractors giving due consideration to Safety requirements at Location of job-site(s) and carry out Tool Box Talk.
- Site Safety Manual: Prior to start of work at each job-site, EPCM CONSULTANT shall publish and distribute a safety manual, safety bulletin, do's & don'ts about safety approved by Owner to cover safety activities.
- The design of the safety manual shall permit easy communication of its contents to all personnel, recognizing languages and literacy conditions at the job site.
- All EPCM CONSULTANT's and contractors' supervisory personnel will be issued a copy of the safety manual. Further distribution of the safety manual, or specific sections, shall be determined dependent upon the needs of the adopted construction strategy and organization. The contents of the safety manual shall include, as a minimum, the following:
 - a. AGPL's & Consultant's safety organization, philosophy and responsibilities.
 - b. AGPL's & Consultant's safety requirements.
 - c. The general safety rules applicable to the job-site.
 - d. Control or access to site.
- EPCM CONSULTANT will issue update and revise booklets prior to commencing commissioning activities as new hazards arise and new working procedures are required.
- Preparation of Emergency Action Plan: Consultant shall prepare the onsite & offsite Emergency Action Plan for site in line with the requirements of AGPL's Procedures and OISD norms.
- Review & approval of procedures for safe working such at heights, etc.
- The consultant should engage separate safety engineer to have critical review of implementation of all safety norms / standards and also to carry out fire drills as necessary.

w. AS-BUILT DRAWINGS/ DOCUMENTATION

- Receipt of as-built drawings/documents in required soft/hard copy format from contractors/ vendors and forward the same to AGPL after reviewing /approval.
- The project related documents for future reference and records shall be handed over to AGPL.
- Problems faced during the project execution and mitigation measures taken and reasons for future including project/contract closure report.

x. STORES & MATERIAL MANAGEMENT

- EPCM CONSULTANT shall be fully responsible for materials management for goods / material purchased from various suppliers. PMC shall keep proper custody of goods and report losses/damages/shortages, if any, to the owner immediately upon noticing the same.
- Receipt of equipment/materials from suppliers and certify their invoices for payment.
- Inspection of the condition of goods received and issue Goods Receipt Note (GRN)
- Maintaining record and submit report every month, indicating the stores in stock, material in transit, material issued and consumed by contractors and balance material to be received as per POs issued.
- Issuance of material to contractors for construction and prepare Stores Issue Vouchers
- Receipt of unused material returned by the contractors and preparation of Material return note/Negative Reservations.
- Preparation of reconciliation statements to enable owner to check and take over balance stores, along with requisite inspection certificates/ documents etc.
- The hiring, rentals of stores premises shall be done by owner. The requisite services (loading, unloading, security etc.) shall be contracted for by the PMC on AGPL's behalf, payments for the same is to be made by AGPL against invoices raised by EPCM CONSULTANT.
- The said stores shall be managed by the EPCM CONSULTANT. However, Stores Infrastructure viz. space, furniture, PCs, peripherals, communication facilities including internet, telephones etc. to be provided by AGPL.
- The Store Reconciliation including all the entries of receipt, issuance and balance etc. reports shall be submitted to AGPL on weekly basis.
- Assist AGPL Gas for identifying surplus / obsolete etc. items.
- Proper housekeeping of stores at closed and open area.
- Accounting and storing of scrap materials.
- Assists all concerned during disposal activities of scrap/surplus/ obsolete etc. items

y. PROJECT MANAGEMENT AND CONTROL

i. PLANNING AND SCHEDULING

- Preparation of Work Breakdown Structure (WBS).
- Preparation of Project Network Diagrams with all facilities.
- Preparation of Project Activity List, Milestones, etc.
- Preparation of Project Overall Schedule-Monthly Breakups, and Cumulative Breakups.
- Preparation of Project Cost Estimate for each tender.
- Preparation of Project Communication / Coordination Plan.
- Preparation of Inspection Schedule and Plan.
- Preparation & Submission of Daily/ Weekly/ Fortnightly/ Monthly/ Quarterly Progress Reports.
- Developing project information system for highlighting slippage and hold ups for AGPL action and control.

- Preparation of Project Financial Commitment Schedule in accordance with the envisaged / actual dates for order placement.
- Providing liability in-respect of work executed on quarterly basis duly signed by EPCMEPCM
- Preparation of Project Planned Cash Out Flow in accordance to the envisaged / actual dates of delivery / construction.
- Preparation of Project Communication / Coordination Plan.
- Preparation of Inspection Schedule and Plan.
- Monitoring of the Project cost v/s Expenditure Quarterly basis and submission of the same to AGPL.

ii. PROJECT MANAGEMENT

EPCM CONSULTANT shall be responsible for the entire Project Management including execution of the project, wherein it is required to work in close coordination with AGPL Project/Operation team. For efficient and timely completion of the project, EPCM CONSULTANT shall perform following activities:

- The PMC shall assign a central project management team to manage and control the entire project as per the approved schedule and budget and to conduct quality and safety audits as per the project requirement of entire cluster.
- Establish good Communication, follow-up & appraisal Procedures in concurrence with AGPL.
- Establishment of procedures for various activities to be performed for various WBS elements viz. Tendering, Ordering, Manufacturing, Inspection, Delivery, etc.
- Defining the "Scope of Work" for various groups.
- Attending the Project Review Meetings with contractors and recording Minutes of Meeting (MoM).
- Monitoring & controlling & supervision of all project related activities.
- Monitoring progress of the project and submit periodic status reports to AGPL.
- Coordination with vendors / contractors relating to the procurement of items and execution of the work
- Providing timely inputs in terms of materials and drawings to the contractors for carrying out the construction activities.
- Preparation of various reports/ draft reply letters as required from time to time by AGPL and for onward submission to Government & statutory authorities/contractors.
- Providing information on best international practices being followed across the globe in CGD projects as and when desired by AGPL for effective and timely project completion.

iii. PROJECT MONITORING AND CONTROL

- Preparation of detailed project schedule.
- Identification of all activities falling on the critical path of the project.
- Identification of all activities requiring close co- ordination/synchronization.
- Preparation of a look-ahead model/ catch-up plan for the project from time to time.
- Generation of all project monitoring reports for the project drawing attention towards critical jobs, activities and functions.
- Identification of all activities/steps required for execution of the project within approved cost.
- Identification of all macro & micro activities/steps required for execution of the project within stipulated time.
- Highlight delays, if any, caused by any agency hindering efficient & timely execution of the project

- Monitoring of contractor logistics for line pipe, manufacturing, coating and laying
- Generation of MIS reports for the project, and identify critical path on regular basis.
- Providing all inputs / performing all project monitoring activities as desired by the AGPL Management/Project Group from time to time for timely completion of the project.
- Carrying out quality audits and identifying the root cause analysis of the hindrance/problems encountered.
- Preparation of power point presentation as and when required.

z. KEY RESULT AREAS

It is the prime responsibility of the EPCM CONSULTANT to complete the project in schedule time. The EPCM CONSULTANT would schedule and execute project activities such as to complete the entire project within the schedule. EPCM CONSULTANT shall be periodically intimated about their performance.

EPCM CONSULTANT shall, at the detailed engineering and procurement stages, make due efforts to minimize the generation of surplus materials during execution of the PROJECT.

aa. PROJECT DOCUMENTS / COMPLETION / CLOSE-OUT REPORT

After successful completion and commissioning of the project, EPCM CONSULTANT shall perform following activities:

- Follow up with vendors and contractors for as-built drawings / documents in required soft and hard copies, EPCM CONSULTANT to review/approve the same and forward to AGPL.
- Recommendation for closure of Contract such as Time extension, extra item, reconciliation of materials, Final bills, Deviations etc.
- Submission of all project related documents to AGPL for future reference and records.
- Submission of final documents shall be under the following heads:
 - a. As built drawings in soft & hard format.
 - b. Detailed operation manual.
 - c. Problems faced during the project execution and mitigation measures taken for reference & record in future.
- Submission of all evaluation sheets of performance for all vendors, contractors in line with established formats. Hard & Soft Copies of Contracts/Project Closeout Report incorporating the following;
 - a. Project brief
 - b. Pipeline Network Diagram, land acquisition documents
 - c. Chronology of approvals & copy of the same.
 - d. PMC Head Office & Site Office Organogram
 - e. Names of PMC/AGPL Personnel working for the project along with all contact details.
 - f. Pipeline configuration and Spread details with pipe book
 - g. Details of various types of Crossings & their As-Built Drawings
 - h. Names of Standards referred and used in design and Engineering for various items, Construction, Inspection
 - i. List of key milestones and date of actual achievement.
 - j. List of POs/ WOs including vendor name and contact detail.
 - k. Experience gained during Project Execution, lesson learnt and improvements for future projects.
 - l. Construction Photographs.

bb. EXCLUSIONS FROM EPCM CONSULTANT SCOPE OF WORK

The following are specifically excluded from EPCM CONSULTANT's Scope of Work:

- Implementation of Insurance policies shall be taken either by AGPL or by Vendor/Contractor. However, lodging of insurance claims and realization of the same shall be done by the consultant.
- Tender / NIT advertisement fees shall be in AGPL's scope and shall be reimbursed on actual basis along with Services tax as applicable. Tender fee received against sale of tender document from various agencies shall be submitted to AGPL, if any.
- Customs clearance Charges, hiring charges of CHA, transportation & store expenses.
- Issuance of LOI, Purchase Orders, execute agreement with vendors / contractors, releasing of payments as per PO / WO terms etc. shall be in the scope of AGPL. Hiring charges for route survey agency. However, EPCM CONSULTANT is required to facilitate in obtaining/ providing this approvals/ clearance by submitting the requisite documents as asked by AGPL.

CC. SCHEDULE / SCHEDULE OF RATES (SOR)

- The fixed lump sum prices and other rates set forth herein shall be inclusive of all cost, risk and expense, overhead, profit and/or fee related to the satisfactory performance and completion of the Work and all taxes and duties except GST thereon. The lump sum prices and other rates shall include any and all costs related to management, design, engineering, tendering related activities, bid evaluation, supervision, attendance at all meetings with Owner/contractors (whether at Owner's premises, Owner's nominated location or Consultant's premises), testing and quality assurance/quality control of the Work, and Progress monitoring as more particularly described in the Scope of Work, or elsewhere in the Contract. Said lump sum prices and other rates shall include, but not be limited to, the costs of all labour, supervision, management, (including, but not limited to, wages, benefits, payroll, taxes, travel expenses, and other costs related thereto as are paid to employees), all equipment rental of third party equipment, communications equipment, communications charges (including those incurred by Owner while in Consultant's offices), general administrative costs of Consultant's operation (including travel, lodging, boarding, transport facility, camp sites, offices) all operation (including travel, lodging, boarding, transport facility, camp sites, offices) all reproduction and graphics costs of whatever kind, stationery, postage and courier expenses, all insurance requirements and coverage and financing, charges for over-time working (if required), charges for working on holidays (if required), and all other costs or expenses of any type or kind whatsoever which directly or indirectly relate to accomplishing the Work and complying in full with the provisions of the Contract, and which are not otherwise set forth or referred to in the Contract as a reimbursable expense. All downtime due to weather and mechanical breakdown shall be to Consultant's account and is deemed to be included in the fixed lump sum prices and other rates.

DD. DELIVERABLES BY EPCM:

- a) The EPCMEPCM is required to submit all deliverables within the schedule in line with the requirements mentioned in various sections of this document. The deliverables include all documents, drawings, Plan, Best Practices Replies etc. The deliverables are summarized as under but not limited to:
- b) All Periodic Reports, Daily Progress Reports during construction, Customized Reports, presentations, best practices/ international practices required for submission to Management / External Agencies.
- c) All documents related to engineering, tendering, ordering, manufacturing, delivery, construction, commissioning.
- d) Stage wise recommendations
- e) Design basis, Data sheets, P&IDs, Engineering Drawings
- f) Process Study Report
- g) Various types of Plans, Manuals including Disaster Management Plan

- h) Documentation for PESO, Nagpur compliance
- i) Performance Evaluation Reports of vendors / contractors
- j) Statutory documents
- k) Any other deliverable not mentioned here but required elsewhere in tender.
- l) Both hard and editable soft copies to be provided.

The List of deliverables which are to be fulfilled by the EPCM consultants are provided and tabulated below in two Matrix.

MATRIX-A:

EPCM Core Engineering, Procurement, Construction & Commissioning Deliverables

MATRIX-B:

**EPCM Project Controls, Planning, Cost Engineering, MIS & Performance
Deliverables Matrix**

Matrix-A

EPCM CORE ENGINEERING, PROCUREMENT, CONSTRUCTION & COMMISSIONING DELIVERABLES

A. PROJECT INITIATION & PLANNING

SI	Deliverable	Timeline	Remarks	Penalty Link	Responsible Function
1	Mobilization of Core EPCM Team	Within 15 Days	Mandatory	Penalty Ref-11, Table-A	EPCM PM
2	Project Execution Plan (PEP)	Within 21 Days	Including organization structure	-	EPCM PM
3	QA/QC Plan	Within 21 Days	OISD compliant	Linked to Quality Penalties	QA/QC
4	HSE Management Plan	Within 21 Days	PNGRB/OISD compliant	Linked to HSE Penalties	HSE
5	Document Control Procedure	Within 15 Days	DMS mandatory	Penalty Ref-27, Table-A	Document Control
6	Communication & Reporting Matrix	Within 15 Days	Escalation matrix	Penalty Ref-21, Table-A	PMO

B. ENGINEERING DELIVERABLES

SI	Deliverable	Timeline	Remarks	Penalty Link	Responsible Function
1	Basis of Design (BoD)	30 Days	AGPL approval required	Penalty Ref-1, Table-A	Engineering
2	Hydraulic Design Calculations	45 Days	Steel + MDPE	-	Engineering
3	Pipeline Routing & Alignment Sheets	60 Days	GIS integrated	-	Engineering
4	Detailed Engineering Package	75 Days	Complete issue	-	Engineering
5	P&IDs	As per penalty matrix	Penalty-linked deliverable	Penalty Ref-2, Table-A	Engineering
6	GA Drawings	60 Days	Stations & facilities	-	Engineering
7	HDD Crossing Drawings	As required	Prior to execution	-	Engineering
8	Cathodic Protection Design	75 Days	TLP calculations	-	Engineering
9	Electrical SLD & Earthing Drawings	75 Days	Hazardous area compliance	-	Engineering
10	Instrumentation Philosophy	75 Days	SCADA compatible	-	Engineering
11	Fire & Gas Philosophy	75 Days	OISD compliant	-	Engineering

SCOPE OF WORK (SOW)

12	Material Specifications & Datasheets	60 Days	Approved standards	-	Engineering
----	--------------------------------------	---------	--------------------	---	-------------

C. PROCUREMENT & TENDERING DELIVERABLES

SI	Deliverable	Timeline	Remarks	Penalty Link	Responsible Function
1	Preparation of Tender Documents	As per procurement plan	AGPL review	Penalty Ref-12, Table-A	Procurement
2	Preparation of Cost Estimate	Prior to tender issue	Market aligned	Penalty Ref-2, Table-B	Cost Engineering
3	Bid Evaluation Report	Within 7 Working Days	Techno-commercial	Penalty Ref-4, Table-A	Procurement
4	Vendor Recommendation Report	Within 7 Days	Justification required	Penalty Ref-5, Table-A	Procurement
5	Procurement Tracking Report	Monthly	Material tracking	-	Procurement
6	Expediting & Inspection Coordination	Continuous	TPI coordination	Penalty Ref-15, Table-A	Procurement
7	QAP / ITP Approval	Within 7 Days	Mandatory	Penalty Ref-13, Table-A	QA/QC
8	Vendor Procedures / Method Statements	Within 3 Days	Mandatory	Penalty Ref-14, Table-A	QA/QC

D. CONSTRUCTION SUPERVISION DELIVERABLE

SI	Deliverable	Timeline	Remarks	Penalty Link	Responsible Function
1	Daily Progress Report	Daily	Digital format	-	Construction
2	Weekly Progress Report	Weekly	Photographs	-	Construction
3	Monthly Progress Report	Monthly	KPI based	Penalty Ref-7, Table-A	Construction
4	Site Quality Inspection Reports	Daily/Weekly	NCR tracking	Penalty Ref-25, Table-A	QA/QC
5	Welding & NDT Monitoring Reports	Continuous	Traceability mandatory	-	QA/QC
6	Hydrotest Monitoring Reports	As applicable	Certified records	-	Construction
7	Material Reconciliation Statement	Monthly	Vigilance sensitive	Penalty Ref-22/23, Table-A	Materials
8	HSE Audit Report	Monthly	Mandatory	Penalty Ref-24, Table-A	HSE
9	Contractor Performance Scorecard	Monthly	KPI based	-	Construction
10	Delay Analysis & Recovery Plan	Monthly	Critical path analysis	Penalty Table-B-6	Planning

SCOPE OF WORK (SOW)

11	Minutes of Review Meeting & ATR	Within 2 Days	Mandatory	Penalty Ref-9/18, Table-A	PMO
----	---------------------------------	---------------	-----------	---------------------------	-----

E. PNG & CNG ROLLOUT DELIVERABLES

SI	Deliverable	Timeline	Remarks	Penalty Link	Responsible Function
1	DMA Planning & Monitoring	Monthly	GIS linked	-	Operations
2	Household Conversion Tracking	Weekly	Target monitoring	-	Operations
3	Domestic PNG Commissioning Records	Continuous	Customer database	-	Operations
4	Industrial/Commercial PNG Commissioning Reports	Continuous	Safety checks	-	Operations
5	CNG Station Commissioning Dossier	Before commissioning	PESO coordination	Penalty Ref-20, Table-A	Commissioning
6	Compressor FAT/SAT Reports	Prior to commissioning	OEM certification	-	Commissioning

F. STATUTORY & COMPLIANCE DELIVERABLES

SI	Deliverable	Timeline	Remarks	Penalty Link	Responsible Function
1	PNGRB Compliance Reports	Monthly	Mandatory	Penalty Table-B-9	Compliance
2	PESO Documentation Support	As required	Technical coordination	-	Compliance
3	Forest/NHAI/Railway Approval Support	As required	Approval tracking	-	Compliance
4	Incident Investigation Report	Within 24 Hours	For all incidents	Penalty Ref-24, Table-A	HSE
5	Safety Statistics Report	Monthly	LTIFR/Near Miss	-	HSE
6	Critical Delay/Safety/Quality Escalation Register	Within 24 Hours	Mandatory	Penalty Ref-21, Table-A	PMO

SCOPE OF WORK (SOW)

G. TESTING, COMMISSIONING & CLOSEOUT DELIVERABLES

SI	Deliverable	Timeline	Remarks	Penalty Link	Responsible Function
1	Pre-Commissioning Checklist	Prior to commissioning	Mandatory	-	Commissioning
2	Commissioning Dossier	Before gas charging	AGPL approval	Penalty Ref-19/20, Table-A	Commissioning
3	Punch Point Register	Continuous	Closure tracking	-	Commissioning
4	Approval and Handover of As Built Drawings /documents.	Within 15 Days	GIS compatible	Penalty Ref-28, Table-A	Engineering
5	Asset Register & Coding	Within 15 Days	Digital format	-	Commissioning
6	Final Material Reconciliation	Within 30 Days	Certified	Penalty Ref-22/23, Table-A	Materials
7	O&M Manuals	Within 15 Days	OEM documents	-	Commissioning
8	Final Project Closure Report	Within 30 Days	Complete dossier	Penalty Ref-29, Table-A	PMO
9	Contract Closure Recommendation	Within 30 Days	Mandatory	Penalty Ref-17, Table-A	PMO
10	Defect Liability Monitoring Report	Quarterly during DLP	Mandatory	-	PMO

MATRIX-B:

EPCM PROJECT CONTROLS, PLANNING, COST ENGINEERING, MIS & PERFORMANCE DELIVERABLES MATRIX

SI	Deliverable	Timeline / Frequency	Remarks
1	Master Project Schedule (Baseline)	Within 30 days	Primavera/Equivalent software
2	Project Quarterly Schedule Update	15 days before quarter start	Management control
3	Project Dashboard	Weekly	Management reporting
4	S-Curve Progress Monitoring	Monthly	Planned vs Actual
5	Annual Budget Estimate	45 days before FY	Budget planning
6	Quarterly Budget Estimate	30 days before quarter	Budget planning
7	Monthly Budget Estimate	7 days before month	Budget planning
8	Budget vs Actual Expenditure Report	Monthly/Quarterly/Annual Within 7 days after completion of FY Within 7 days after completion of every quarter	Cost control

SCOPE OF WORK (SOW)

		Within 7 days after completion of Month	
9	Cost Monitoring Report	Monthly	Project cost tracking
10	Material Consumption Planning	Within one month of contract commencement	Forecasting
11	Material Consumption & Capitalization Report	Monthly	Finance interface
12	RFC / CC / Billing Targets and Billin Plan	Monthly (15 th of every month)	Business performance
13	RFC vs CC Gap Analysis	Monthly (15 th of every month)	Performance monitoring
14	Contractor Performance Scorecard	Monthly	KPI based
15	Risk Register & Mitigation Update	Monthly	Management review
16	GIS Progress Integration	Monthly	Asset mapping
17	Monthly MIS Reports	By 2nd day of succeeding month	Penalty linked
18	Quarterly Closure Report	By 7th day of succeeding quarter	Penalty linked
19	Quarterly Liability Statement	By 7th day of succeeding quarter	Penalty linked
20	Statutory Compliance Register	Monthly update	Penalty linked
21	Audit Trail & Document Retention Register	Monthly update	Penalty linked
22	Critical Delay/Safety/Quality Escalation Register	Within 24 hrs. of occurrence	Penalty linked

6. KEY RESULT AREAS AND RECOVERIES:

It is the prime responsibility of the EPCM to complete the project in schedule time. The consultant would schedule and execute project activities such as completing the entire project within the schedule. Recoveries would be affected for the delays attributable to the EPCM.

Key results of the performance of the EPCM along with the indicated recoveries are mentioned in the following table-A.

Table-A

SCOPE OF WORK (SOW)

TIMELINES FOR EPCM IMPORTANT ACTIVITIES & RECOVERIES			
Sr.	Activity	Timeline	Revised Recovery / Compensation Recovery
1	Finalization of Design Basis	Within 30 days from date of LOI/PO and after availability of complete project inputs from AGPL	Rs. 5,000/- per day of delay attributable to EPCM
2	Finalization of P&IDs	Within 10 working days from date of receipt of complete input from AGPL	Rs. 5,000/- per day of delay attributable to EPCM
3	Approval of Vendor / Contractor Drawings & Documents	Routine Documents: Within 4 working days; Major Engineering Documents: Within 7 working days from receipt of complete documents	Rs. 5,000/- per day of delay
4	Evaluation of Bids & Submission of PBO Recommendation including TQ/CQ	Within 7 working days from bid opening date subject to receipt of complete techno-commercial inputs	Rs. 5,000/- per day of delay
5	Submission of Award Recommendation	Within 7 days from approval of PBO / completion of negotiation, if applicable	Rs. 5,000/- per day of delay
6	Non-Deployment of Personnel as per approved deployment plan	Throughout contract period	Key Personnel: Rs. 5,000/- per person per day; Support Personnel: Rs. 2,000/- per person per day
7	Submission of Monthly Progress Report & Monthly Material Reconciliation Report	By 2nd day of succeeding month	Rs. 2,000/- per day of delay
8	Submission of Urgent Reports / MIS as sought by AGPL	Within 2 days from cut-off date specified by AGPL	Rs. 5,000/- per instance
9	Submission of Minutes of Review Meeting conducted with AGPL	Within 2 days from date of meeting	Rs. 5,000/- per instance
10	Forwarding Certified Bills of Contractors	Within 7 days from receipt of complete bill and supporting documents	Rs. 2,000/- per day of delay beyond 7 days
11	Mobilization of Manpower including RCM	Within 30 days from written instruction by AGPL	Rs. 2,500/- per manpower per day of delay
12	Submission of Tender Documents including BOQ/BOM/Estimate/BEC/QAP/Vendor List	Within 10 working days from requisition by AGPL	Rs. 5,000/- per day of delay

SCOPE OF WORK (SOW)

13	Approval of QAP / ITP	Within 7 working days from receipt of complete documents	Rs. 2,000/- per day of delay
14	Approval of Vendor Procedures / Method Statements	Within 3 working days from receipt of complete documents	Rs. 2,000/- per day of delay
15	Commencement of Inspection for Equipment / Materials	Inland: Within 1 week; Overseas: Within 3 weeks from inspection call, subject to vendor readiness and inspection clearance	Rs. 5,000/- per case per week of delay attributable to EPCM
16	Submission of Quarterly Closure Report & Quarterly Liability Statement	By 7th day of succeeding quarter	Rs. 3,000/- per week of delay
17	Contract Closure Recommendation with complete reconciliation and analysis	Within 30 days from completion of work/contract	Rs. 2,500/- per contract per week of delay
18	Submission of Minutes & ATR of Structured Internal Meetings	Within 1 week from date of meeting	Rs. 5,000/- per instance
19	Demonstration of Commissioning of Steel Pipeline System	Within 3 weeks from mechanical clearance and subject to readiness of associated systems/utilities/statutory clearances	Rs. 2,500/- per week per case attributable to EPCM
20	Demonstration of Commissioning of CNG Station / Compressor	Within 3 weeks from commissioning clearance and subject to availability of required parameters/utilities/statutory clearances	Rs. 2,500/- per week per case attributable to EPCM
21	Failure to Escalate Critical Delay / Safety / Quality Issues	Escalation within 24 hours of occurrence	Rs. 5,000/- per instance
22	Failure in Monthly Material Reconciliation	Monthly	Rs. 10,000/- per week of delay
23	Incorrect Material Reconciliation Certification	Continuous	Recovery on actual financial implication basis
24	Failure to Report Major Unsafe Condition	Immediate reporting mandatory	Rs. 10,000/- per instance
25	Repeat Non-Conformance Report (NCR) due to inadequate monitoring.	Continuous	Rs. 5,000/- per repeated NCR
26	Wrong / Excess Certification of Quantities or Bills	Continuous	Recovery on actual financial implication basis
27	Failure in Maintaining Document Control / Records	Continuous	Rs. 5,000/- per instance

SCOPE OF WORK (SOW)

28	Delay in Submission of As-Built Drawings	Within 15 days from completion of work	Rs. 5,000/- per week of delay
29	Delay in Submission of Final Dossier / Close-Out Documents	Within 30 days from completion	Rs. 10,000/- per week of delay
30	Non-Availability of Key Personnel during Critical Activities	During hydrotest, commissioning, shutdown, gas-in activities	Rs. 10,000/- per instance

TABLE-B

RECOVERIES RELATED TO COST ENGINEERING & PERFORMANCE		
Sl. No.	Activity	Revised Recovery Clause
1	Major Design Deficiency and Deficiency in Services attributable to EPCMEPCM resulting in measurable rework, delay or financial implication	0.5% of Contract Value per instance subject to maximum cumulative limit of 3% of Contract Value excluding taxes
2	Variation between approved cost estimate and awarded contract/order value beyond permissible limit excluding market fluctuation, taxes, statutory changes and client scope changes	In case the deviation of any individual work contract exceeds 10% of the contract value or additional/extra items exceeds 10% of contract value for the reasons solely attributable to EPCM then recovery/penalty shall be made from the EPCM CONSULTANT as below: [(3% of Excess Deviation amount above 10%) or (Excess deviation in % x 2.5 % of EPCM CONSULTANT Estimated cost)] whichever is lower.
3	Delay of Project Mechanical Completion attributable solely to EPCM	EPCMEPCM overhead charges beyond approved contractual completion period shall not be payable
4	Incorrect Certification / Recommendation resulting in financial implication to AGPL	Recovery on actual financial implication basis
5	Failure in Monitoring Material Reconciliation resulting in material discrepancy	Recovery based on assessed financial implication
6	Failure in Delay Monitoring and Recovery Planning	Rs. 25,000/- per major instance
7	Failure in HSE Monitoring resulting in major unsafe condition remaining unreported	Rs. 25,000/- per major instance
8	Repeat Quality Non-Conformance due to inadequate supervision	Rs. 10,000/- per repeated NCR
9	Failure to maintain statutory compliance records/documentation	Rs. 10,000/- per instance
10	Failure in maintaining audit trail/document retention	Rs. 10,000/- per instance