



**AAVANTIKA GAS LIMITED
TENDER FOR HIRING OF MANPOWER OUTSOURCING
AGENCY**



AAVANTIKA GAS LIMITED
(A JOINT VENTURE COMPANY OF GAIL (INDIA) & HPCL)

CITY GAS DISTRIBUTION PROJECT

TENDER DOCUMENT

FOR

HIRING OF MANPOWER OUTSOURCING AGENCY

BID DOCUMENT NO.: AGL/290/MANPOWER AGENCY/12 - 18

OPEN DOMESTIC COMPETITIVE BIDDING

ISSUED DATE: 21.12.2018



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



**AAVANTIKA GAS LIMITED
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1 INTRODUCTION

1.1 Aavantika Gas limited (AGL) (hereinafter referred as Employer), is supplying Piped Natural Gas (PNG) to domestic, commercial and Industrial consumers and Compressed Natural Gas (CNG) to automobiles in Indore, Pithampur, Ujjain & Gwalior cities of Madhya Pradesh.

2 BRIEF DESCRIPTION OF PROJECT

2.1 This Tender is for hiring the services of a reputed Manpower Supply Agency for providing manpower on contractual basis for our Corporate Office at Indore and Site Offices at Pithampur, Gwalior and Ujjain for a period of two (02) years. The services of following manpower are required:

- Executives Associates at Indore, Gwalior, Ujjain & Pithampur.
- Non-Executives Associates at Indore, Gwalior, Ujjain & Pithampur.

3 BRIEF SCOPE

The scope of work shall be supply of suitably qualified and competent executive and non-executive manpower to AGL who can perform works in the field of Marketing, HR & Admin, Finance, Projects / Operations & Maintenance, Contracts & Purchase, Stores & Material Management, IT, Housekeeping & Security.

The education level / criteria and work experience of Executive / Non – Executive deployed / deploying outsource manpower shall be decided by AGL as per the Job profile / Job specification / Job requirement.

Contractor shall depute to client Associate(s) based on job description and other specifications as indicated by AGL, the person shall be taken on rolls of contractor and for all legal purposes they shall be considered as employees of contractor only.

The contractor shall also assist AGL in selection process of associates as and when required.

At present the requirement of 60 to 80 Associates per month is envisaged. However, the quantity of manpower to be deployed by the Agency may increase or decrease.

For detailed terms & conditions of contract please refer Section –V ‘Scope of Work’ to this Tender document.

4 BID VALIDITY & CONTRACT PERIOD

4.1 Bid should be valid for 3 months from the date of schedule submission and the Contract period shall be for **Two (2) Years from the date of Award.**

5 BIDDING PROCEDURE

5.1 Open Domestic Competitive Tender, Single stage Two bid system.

6 DETAILS OF BID DOCUMENTS

Tender Document Number	AGL/290/MANPOWER AGENCY/12- 18
Tender Issue date	21.12.2018
Bid document fee (Non refundable)	Rs. 1770/- in form of DD (Including 18% GST)
Pre Bid Meeting date & time	28.12.2018 at 11:30 Hrs at AGL office



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Bid Submission date and time	10.01.2019 up to 14:00 Hrs, at AGL Office, Indore
Un-Priced bid opening date and time	10.01.2019 at 16:00 Hrs, at AGL Office, Indore
Price bid opening date and time	Will be informed later
Place of Bid Submission and Un Priced Bid Opening	Manager C&P Department Aavantika Gas Limited 2 nd Floor, 202-B, NRK Business Park, Vijay Nagar Square, Indore - 452010

7 BID SECURITY / EMD : Rs. 1.98 Lakhs

Bid security shall be either in the form of banker's demand draft in favour of Aavantika Gas Ltd, payable at Indore or bank guarantee as defined under Instruction to Bidders, as per proforma attached in the Tender document. The bid security shall be submitted along with the bid. Bid security in the form of Bank Guarantee shall be valid for 2 months beyond the validity of the bid.

Bidders registered with NSIC/MSME, under its single point registration scheme are exempted from furnishing Bid Security and Tender fees. NSIC / MSME certificate submitted shall be duly attested by CHARTERED ACCOUNTANT (CA) AND NOTARY PUBLIC WITH LEGIBLE STAMP.

8 BID EVALUATION CRITERIA (BEC) & BASIS OF EVALUATION:

TECHNICAL:

1. Bidder must have experience of supplying executive & non – executive manpower to reputed organisation such as City gas distribution companies, Manufacturing Units, Telecom Industries, IT Industries, Banking Sector, Insurance Companies, Chemical Industries, Oil & Gas Industries, FMCG Industries, Service Industries etc.
2. The bidder must have executed at least one work / service for supplying executive & non – executive manpower to above organisations of value not less than Rs.98.96 Lakhs in a single order / contract or in maximum of two orders / contracts during last 5 years reckoned from the bid due date.
3. Bidder has to submit copy of work order / letter of award / letter of acceptance / contract (Executed within the last 5 years reckoned from the bid due date) and completion certificate / execution certificate having cross reference to the work order / letter of award / letter of acceptance (indicating value of the work executed) issued by the client. In case of running contracts as on bid due date; bidder can furnish Provisional Completion Certificate/confirmation from Client towards the executed value till bid due date.
4. The Service Provider should not have been blacklisted by any Govt/Semi Govt /Govt. Undertaking/ PSUs/other reputed establishment for any reason whatsoever. Bidder to submit declaration as per format attached with Tender document.
5. The bidder should have PF registration, ESIC registration, Income Tax PAN, GST registration, and all other statutory registration required for supplying manpower. Bidder to submit copy of registration along with Bid.
6. The bidder should have obtained Labour License for minimum 40 employees in a single License or in maximum 2 Licenses within 5 years reckoned from the bid due date under the Contract Labour (Regulation and Abolition) Act 1970 from Competent Authority appointed under said act. Bidder to submit copy of licences issued by the Competent Authority for the same.



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In the absence of requisite documents, AGL reserves the right to reject the bid without making any reference to the bidder.

FINANCIAL:

• **Turnover:**

The contractor should have achieved a minimum turnover of Rs. 98.96 Lakhs in any one of the last 3 (three) audited financial years.

• **Working Capital:**

The contractor should have a minimum working capital of Rs. 39.58 Lakhs as per latest audited balance sheet.

• **Net Worth**

Net worth must be positive as per last audited financial statement.

Contractors must submit copy of financial statements including Balance Sheet and Profit & Loss account statement certified by Chartered Accountant for last three audited financial years in support of the above.

If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank having net worth not less than Rs.100 Crore, confirming the availability of the line of credit to cover the inadequacy of working capital required as above.

9.1 BASIS OF EVALUATION:

- Evaluation will be carried out on overall lowest basis for complete scope of work.
- The bids shall be evaluated based on Service Charges quoted by the bidder in the SOR.
- If more than one bidder quotes the same rate and happens to be L-1, then the agency whose Net Worth is higher as per Last Audited Balance Sheet will be given preference for issue of Work Order.

10 PRE-BID MEETING

- 10.1 The bidder(s) or his official representative, who will participate in Bidding process, are invited to attend a pre-bid meeting which will take place on date specified in the tender document. Bidder(s) queries if any, must reach Employer's office at least two days prior to pre-bid meeting date.

11 GENERAL

- 11.1 AGL reserves the right to award the complete scope of work among more than one bidder and/or to reduce the scope of work to bidders before or after award of job.
- 11.2 The Bid Document calls for offers on single point "Sole Bidder" basis. Bidders are advised not to submit offers in "Consortium" or "Joint Bid" or through any sister concern. Joint bid referred herein is an offer, which seeks order to be placed on more than one party / co-bidder.
- 11.3 The prices/service charge once quoted shall not be changed whether resulting or arising out of any subsequent technical / commercial clarifications sought regarding the bid and even if any deviation or exclusion may be specifically stated in the bid.
- 11.4 Tender documents are non-transferable and the bidder and to whom the documents is issued, should submit the bid in his/ her own name.
- 11.5 The bids received after bid due time/date shall be rejected.



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- 11.6 Bids received through Fax/E-mail shall not be accepted.
11.7 Employer will not be responsible for cost incurred in preparation and delivery of bids.
11.8 Employer reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
11.9 Address for submitting the bids

Manager (C&P)
Aavantika Gas Limited
2nd Floor, 202-B, NRK Business Park,
Vijay Nagar Square, Indore – 452010,
Telephone: +91 (731) 4222520,
Email: cp@aglonline.net

This Invitation for Bid (IFB) is an integral and inseparable part of the enclosed Bid Document.

For Aavantika Gas Limited

Manager (C & P)
Email- cp@aglonline.net

Enclosure: Bid Document along with all attachments.

Note: Bidder has to submit all the documents required in the tender with serial number starting from the Covering Letter itself. An index also to be provided displaying the details of the documents submitted and the respective serial number also. There is no need to put serial number on the Bid document.



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SECTION II

INSTRUCTION TO BIDDERS (ITB)



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A. Introduction

12 SCOPE

- 12.1 The Employer invites sealed bids for the entire work as specified in the Bid documents (hereafter referred to as the Work/services).
- 12.2 The Bid document specifies the contractor scope of work, terms & conditions.
- 12.3 All terms, conditions and specifications of the Bid document shall be construed as applicable in general, unless specifically indicated to the contrary.
- 12.4 Bidders shall quote in the manner as specified in the Bid document. Employer reserves the right to evaluate and accept bids at their sole discretion. The provisions of this clause shall supersede any contrary provisions expressly stated or implied anywhere else in the Bid document.

13 ELIGIBILITY OF BIDDERS.

- 13.1 Bidders shall as part of their bid, submit a written Power of Attorney authorizing the signatory of the bid to bind the bidder.
- 13.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Employer to provide consultancy services for the preparation of the design, specifications, and other documents to be used for similar works under this Invitation for Bids.
- 13.3 The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Employer in accordance with ITB.

14 ONE BID PER BIDDER

- 14.1 A bidder shall submit only one bid in the same bidding process. A bidder who submits or participates in more than one bid will be disqualified.
- 14.2 Alternative bids are not acceptable.

15 COST OF BIDDING

- 15.1 The bidder shall bear all costs incurred & associated with the preparation and submission of the bid, and Employer will in no case be responsible or liable for this cost, regardless of the conduct or outcome of the bidding process.

16 NON-TRANSFERABILITY OF THE BID DOCUMENTS

- 16.1 Bid Documents are non-transferable. The party to whom the Bid documents are issued may only furnish the bid. The bid received from any party other than to whom the Bid documents are issued shall be rejected immaterial of fact of any relationship between party to whom Bid documents are issued and party, who furnished the bid.

17 SITE VISIT (As Applicable)

- 17.1 The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing of the bid and entering into contract. The cost of visiting the site shall be at bidder's own expenses.
- 17.2 The bidder or any of its personnel or agents will be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any loss, damage, costs, and expenses incurred as a result of the inspection.



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B. BID DOCUMENTS

18 CONTENTS OF BID DOCUMENTS

18.1 The Bid Documents are those stated below and should be read in conjunction with any corrigendum issued in accordance with clause 20.2 of Instruction To Bidder (ITB):

- 18.1.1 Invitation For Bid (IFB)
- 18.1.2 Instruction To Bidder (ITB)
- 18.1.3 General Conditions of Contract (GCC)
- 18.1.4 Forms and Formats
- 18.1.6 Scope of Work & Schedule of Rates (SOR)

18.2 The bidder is expected to examine all instructions, forms, terms, specifications and drawings in the bid documents. The Bid Documents together with all its attachment thereto, shall be considered to be read understood and accepted by the bidder. Failure to furnish all information required by the Bid documents or submission of a bid not substantially responsive to the Bid documents in every respect will be at bidder's risk and may result in the rejection of the Bid.

19 CLARIFICATION ON BID DOCUMENTS

19.1 A prospective bidder requiring any clarification of the Bid Documents may notify Employer in writing or by fax at the address mentioned in the Invitation for Bid (IFB). Employer will respond in writing to any request for clarification of the Bid documents which it receives after issue of bid documents. Written copies of Employer's response (including an explanation of the query, if required, but without identifying the source of the query) will be sent to all prospective bidders who have received the Bid documents.

20 AMENDMENT OF BID DOCUMENTS

20.1 At any time prior to the bid due date, Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid documents, by issuing corrigendum.

20.2 Any corrigendum thus issued shall be part of the Bid documents pursuant to ITB Clause-17 and shall be notified in writing by fax/ post to all prospective bidders, who have received the Bid documents. Prospective bidders shall promptly acknowledge receipt of each corrigendum by fax/ post to the Employer.

20.3 The Employer may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issued.



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C. PREPARATION OF BID DOCUMENT

21 LANGUAGE OF BID

- 21.1 The bid prepared by the bidder as well as all correspondence/ drawings and documents relating to the bid exchanged by bidder shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

22 DOCUMENTS COMPRISING THE BID

- 22.1 The bid prepared by the bidder shall comprise of the following components:

- 22.1.1 Envelope- I: Super - scribing Techno-Commercial Un priced-Bid (PART-I).

- A. Part – I Techno-commercial/Un-priced Bid and shall contain the following:
- B. Covering letter with bidder's Offer / Reference Number.
- C. Bidder's General Details/ information as per format F-1.
- D. Bid Security (EMD) as per format F-2.
- E. Copies of various documents as required as per F-3.
- F. NO Deviation Confirmation as per Form – 4 on bidder's letter head.
- G. Declaration
- H. Copy of Un-Priced SOR marked "QUOTED" against the items quoted.
- I. Addendum / Corrigendum, if any, to the Tender.
- J. Declaration as per attached format.

- k. Documentary evidence established in accordance with ITB that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.

22.1.2 Envelope II: Super - scribing "Price Bid – Not to Open with Techno-Commercial Un-priced Bid"- PART-II.

Part – II shall contain original Schedule of Rates duly filled in, in separate sealed envelopes duly signed and stamped on each page. In case of any correction, the bidders shall put his full signature and his stamp.

Note: Bid security in accordance with Clause 25 of ITB to be furnished.

22.1.3 Envelope III: Tender fees (Bids received without tender fees shall be rejected)

All the above three envelopes should be further enclosed in a Master Envelope Super Scribed with the Tender Number, Name of the Bidder the Due date etc.

23 BID PRICES

- 23.1 The Prices should be quoted in INR only.
- 23.2 The Bidder shall indicate in the appropriate Price Schedule, the unit prices (where applicable) and total price of the services/ works it proposes to execute under the contract. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.
- 23.3 Bid quoted for part scope is liable to be rejected.
- 23.4 Prices quoted by the bidder, shall remain firm, fixed and valid until completion of the contract and will not be subjected to any variation, except statutory variation (as specified in Bid document.)
- 23.5 All corrections and alterations in the entries shall be signed in full by the bidder with date. No erasures or over-writings are permissible.
- 23.6 Bidder shall quote the all inclusive prices as per scope of work and SOR, taking into consideration all applicable taxes, duties, overheads, transportation, conveyance, trainings, recruitments, etc. and nothing extra shall be payable by the Employer.
- 23.7 Bidders shall have to quote their Service charge as a percentage rate (as + or at par basis).

24 PERIOD OF VALIDITY OF BIDS



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- 24.1 The bid shall remain valid for 3 months from the bid due date. Employer may reject a bid which is valid for a shorter period being non-responsive.
- 24.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax/ post/ e-mail). A bidder can refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB clause 25 in all respects.

25 BID SECURITY

- 25.1 Pursuant to IFB Clause No. 7, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids.
- 25.2 The bid security is required to protect the Employer against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause- 25.7
- 25.3 The bid security will be in Indian Rupees and shall be in the form of Demand Draft / Banker's Cheque is to be drawn in favour of **Aavantika Gas Ltd**, payable at Indore or in the form of Bank Guarantee as per format F-2 enclosed in the Bid Document.
- 25.4 Any bid not secured in accordance with ITB Clause 24 and ITB Clause 25.3 may be rejected by the Employer as non-responsive.
- 25.5 Unsuccessful bidder's bid security will be discharged/ returned, as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Employer, pursuant to ITB Clause-24.
- 25.6 The successful bidder's bid security will be discharged upon the bidder's accepting the Order, pursuant to ITB Clause- 45 and furnishing the Contract Performance Guarantee pursuant to ITB Clause- 46.

25.7 The bid security may be forfeited:

- 25.7.1 If a bidder withdraws his bid during the period of bid validity.
- 25.7.2 In the case of a successful bidder, if the bidder fails:
- i) to accept the Work Order in accordance with ITB Clause- 45 or
 - ii) to furnish Performance Guarantee in accordance with ITB Clause- 46
 - iii) to accept correction of errors pursuant to ITB Clause- 38
 - iv) or in case of furnishing fraud documents in support of the BEC.
- 25.8 Bid Security must indicate the Bid Document number and the item for which the bidder is quoting. This is essential for proper correlation at a later date. The Bid Security in the form of Bank Guarantee shall be as per the format provided in the Bid Document.

26 FORMAT AND SIGNING OF BID

- 26.1 The bidder shall prepare one original of the document comprising the bid as per clause 22 of ITB marked "original".
- 26.2 The bid shall be typed or written in indelible ink and shall be signed by the person or persons duly authorised to sign on behalf of the bidder. The name and position held by each person signing must be typed or printed below the signature. All pages of the bid except any catalogues / literatures shall be signed and sealed by the person or persons signing the bid.
- 26.3 The bid shall contain no alterations, omissions or additions, unless such corrections are signed & sealed by the person or persons signing the bid.

27 ZERO DEVIATION

- 27.1 Bidder to note that this is a **zero deviation tender**. AGL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Instructions to Bidder (ITB), Scope of work, technical specifications etc. to avoid delay



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in seeking clarifications on technical/commercial aspects of the offer. Bids with any deviation to the bid conditions shall be **liable for rejection**.

D. SUBMISSION OF BIDS

28 SEALING AND MARKING OF BIDS

- 28.1 Bid shall be submitted in the following manner in separate sealed envelopes duly super scribed as below:
- Part-I – Techno-commercial / Un-priced bid
 - Part-II- Priced Bid
 - Part-III – Tender Fees
- 28.2 All three envelopes containing EMD & Bid Documents, Price Bids and Tender Fees shall further be sealed in one Master (outer) envelope super - scribing Name of Project, Tender Document Number and shall be addressed to the Purchaser at the address given in IFB.
- 28.3 Each envelop shall indicate name and address of the bidder to enable the bid to be returned unopened, if warranted.
- 28.4 If the outer envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid and its consequential rejection. The Purchaser recommends submission of Bids in – person and will assume no responsibility for any delay / damage to the bids received by Post / Courier.
- 28.5 Each envelop shall indicate name and address of the bidder to enable the bid to be returned unopened, if warranted.

29 DEADLINE FOR SUBMISSION OF BID

- 29.1 The Bid must be received by Employer (AGL) at the address as specified in IFB but not later than the time and date as specified in IFB.
- 29.2 The Employer may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bid document extend the deadline for the submission of bids in which case all rights and obligations of the Employer and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

30 LATE BIDS

- 30.1 Any bid received by the Employer after the deadline for submission of bid pursuant to clause no. 18 of ITB will be declared “Late” and rejected and may be returned unopened to the bidder at the sole discretion of the Employer.

31 MODIFICATION AND WITHDRAWAL OF BIDS

- 31.1 The bidder may modify or withdraw its bid after the bid submission, but, before the due date of submission provided that written notice of the modification, including substitution or withdrawal of the bid, is received by the Employer prior to the deadline prescribed for submission of bids.
- 31.2 The bidder’s modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the Bid document, with the outer envelopes additionally marked “modification” or “withdrawal” as appropriate. A withdrawal notice may also be sent by fax/post, but followed by signed confirmation copy, post marked not later than the deadline for submission of bids.
- 31.3 No bid shall be modified after the deadline for submission of bid.



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- 31.4 No bid shall be allowed to 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 shall result in the bidder's forfeiture of its bid security, pursuant to clause 25.7 of ITB.

E. BID OPENING AND EVALUATION

32 BID OPENING

- 32.1 The Employer will open all bids in the presence of Bidders' representatives who choose to attend, at the time, on the date and place (as specified in IFB). The Bidders' representatives, who are present, shall sign a register evidencing their attendance, if so required by the Employer.
- 32.2 The Bidder's names, bid modifications or withdrawals, and the presence or absence of requisite Bid Security (EMD) and such other details as the Employer, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be later returned unopened to the concerned Bidder pursuant to ITB Clause 29.
- 32.3 Bids (and modifications sent pursuant to ITB Clause 30) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder's specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Employer any documents pertaining to its bid is not being acknowledged and relevant portions read out.
- 32.4 The Employer will prepare a bid opening statement to be signed by all representatives present during bid opening.

33 CLARIFICATION OF BIDS

- 33.1 During evaluation of the bids, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

34 CONTACTING THE EMPLOYER

- 34.1 From the time of the bid opening to the time of the award, if any bidder wishes to contact the Employer for any matter relating to the bid it should do so in writing.
- 34.2 Any effort by a bidder to influence the Employer in any manner in respect of bid evaluation or award will result in the rejection of that bid.

35 PRELIMINARY EXAMINATION OF BIDS

- 35.1 Techno-Commercial Bid Evaluation
- 35.1.1 The Employer will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 35.1.2 Prior to the detailed evaluation, the Employer will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bid Documents. For the purpose of this determination, a responsive bid is one, which confirms to all the terms, conditions and specification of the Bid document, without deviations, objections, conditionality or reservations.
- 35.1.3 No deviation, whatsoever, is permitted in the Bid Documents and the price bids of those bidders, whose technical and commercial bids contain any exception to the conditions and stipulations of the Bid Documents may not be opened.
- 35.1.4 The Employer's determination of bid responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is non-responsive, it may be rejected by the Employer.
- 35.1.5 The Employer will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bid documents. In order to reach such a determination, the Employer will examine and compare



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the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors :

- 35.1.5.1 Overall completeness and compliance with the Technical Specifications, quality functions and operations of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.
- 35.1.5.2 Any other relevant factor, if any that the Employer deems necessary or prudent to be taken into consideration.
- 35.1.5.3 Requisite forms contain all necessary information stipulated in the Bid Document.

36 REJECTION CRITERIA

- 36.1 Minor unconformities may be neglected and/or bidders may be required to rectify such minor unconformities.
- 36.2 The provisions of the following clauses of the Bid document must be adhered to, failing which the bid shall be considered as non-responsive and shall be summarily rejected:
 - 36.2.1 Tender Fees & Bid Security (EMD)/NSIC/MSME i.e. non-submission, shorter Value (Tender Fees / EMD) or Bid Security (EMD) not complying with the specified requirements.
 - 36.2.2 Submission of Contract Performance Bank Guarantee as per tender.
 - 36.2.3 Period of validity of bid.
 - 36.2.4 Firm & fixed Prices throughout execution of contract
 - 36.2.5 Offer for complete scope of work
 - 36.2.6 Warranty and guarantee for work executed/ defect liability
 - 36.2.7 Resolution of Dispute/ Arbitration clause.
 - 36.2.8 Payment terms.
 - 36.2.9 Validity of Contract.
 - 36.2.10 Prices as per Schedule of Rates.
 - 36.2.11 Price reduction schedule provisions.
 - 36.2.12 Penalty provisions
 - 36.2.13 Documents pertaining to GST Registration

37 OPENING OF PRICE BID

- 37.1 In case of two-part bidding, the Bidders whose bids found substantially responsive shall be invited to attend the opening of price bid. Such bidders may be required to attend the price bid opening at a short notice. The place, date and time of price bid opening will be informed to all such Bidders. The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 37.2 The bid prices and discounts, if any stated in the price schedules will be announced during price bid opening.

38 ARITHMETIC CORRECTIONS

- 38.1 The bids will be checked for any arithmetical errors as follows if any, will be rectified on the following basis:
 - 38.1.1 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;
 - 38.1.2 If there is a discrepancy between words and figures, the amount in words will prevail;
- 38.2 If the bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.



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39 EVALUATION AND COMPARISON OF BIDS: Refer section 9.1 of IFB.

40 POST-QUALIFICATION

- 40.1 In the absence of pre-qualification, the Employer will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB.
- 40.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Employer deems necessary and appropriate.
- 40.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Employer will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD

41 AWARD CRITERIA

- 41.1 Subject to ITB Clause 31 to 39 of section E, the Employer will place the order on the successful bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the order satisfactorily.

42 EMPLOYER'S RIGHT TO VARY QUANTITIES DURING CONTRACT PERIOD

- 42.1 Employer reserves the right to increase or decrease the quantities specified in the Schedule of Rates and other sections of Tender during contract period, without any change in unit price or other terms and conditions.
- 42.2 Bidder shall note that the quantities mentioned against each activity in Schedule of Rates are tentative only and subject to change based on actual requirement. The unit rates quoted by the bidders shall remain fixed and firm throughout the contract period i.e. no price adjustment shall be allowed after bid submission.
- 42.3 Employer (AGL) shall have full right to divide the job among two or more than two bidders.

43 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 43.1 Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders the reason for the Employer's action.

44 NOTIFICATION OF AWARD / FAX OF INTENT

- 44.1 Prior to the expiration of period of bid validity, the Employer will notify the successful bidder in writing by fax or e-mail to be confirmed in writing, that his bid has been accepted.
- 44.2 The date of Fax of Intent for notification of Award will constitute effective date.
- 44.3 Upon the successful bidder's furnishing of Contract Performance Bank Guarantee (CPBG), pursuant to ITB Clause 46, the Employer will promptly notify each unsuccessful bidder and will discharge the bid security of such bidders.

45 ACCEPTANCE OF WORK ORDER



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45.1 Employer will issue the Work Order to the successful bidder on receipt of acceptance of FOI, within 15 days of award of work bidder shall sign all pages and return the acceptance copy of the Work Order to the Employer.

46 CONTRACT PERFORMANCE BANK GUARANTEE

46.1 Within Fifteen (15) days of the receipt of the notification of award/ Fax of Intent, the successful bidder shall furnish the performance guarantee in accordance with General Conditions of Contract in the form provided in the Bid documents.

46.2 The Contract Performance Bank Guarantee shall be for an amount as defined in General Conditions of Contract (GCC) towards faithful performance of the contractual obligations. This bank guarantee shall be valid for a period of 3 months beyond the defect liability period of the Contract.

46.3 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security.

47 CORRUPT AND FRAUDULENT PRACTICES

47.1 The Employer requires that Bidders observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Employer defines, for the purposes of this provision, the terms set forth below as follows :

- i) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
- ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the Employer, and includes collusive practice amongst bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;

47.2 Employer will reject a proposal for award, if it determines that the bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the award in question;

47.3 Employer will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Employer determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

48 INCOME TAX LIABILITY

48.1 The bidder shall bear all Income Tax liability, both corporate as well as for his personnel.

49 EMPLOYEE PROVIDENT FUND (EPF)

49.1 Bidders have to furnish the proof of existing Employee Provident Fund details.

50 GENERAL

50.1 Any failure on the part of the Employer at any time to enforce the strict observances of the performance of any of the term(s) and condition(s) or rights, shall not effect or deprive the Employer to exercise the same at any later date.

50.2 The work will be supervised by Employer's Engineer-In-Charge or his representative and the Contractor has to strictly adhere to his instructions.

50.3 During the tenancy of this contract, Employer can increase and/or decrease the quantity of the work/ service (s) required. The quantity of work / service (s) shown in the Schedule of rates is tentative.

50.4 Contractor will have to mobilise within 10 days or earlier from the date of Fax of Intent (FOI). The contract period shall be reckoned from the date of FOI.

50.5 The agreed rates shall remain firm & fixed till the expiry of contract and the contractor shall not be entitled to any inflation, escalation or revision (statutory or otherwise) or any right to claim, whatsoever



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by way of representation, explanation, statement or alleged representation or an outstanding or promise given or alleged to have been given by any employee of the Employer or due to contractor's own ignorance or on account of the difficulties or hardships faced by him. The rates quoted shall be all-inclusive of applicable taxes/ duties and shall remain firm till expiry/entire tenancy of this contract. It is agreed that the bidder has inspected the sites and assessed the nature and the extent of the work including the conditions prevalent under which the work is to be carried out.



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SECTION III

GENERAL CONDITIONS OF CONTRACT



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GENERAL CONDITIONS OF CONTRACT

51 DEFINITIONS

- 51.1 All the initial capitalised terms used in the Agreement shall have the meaning as described to such terms hereunder:
- 51.2 'Agreement' or 'Contract' means the agreement entered into between the Employer and the Contractor, including all attachments and appendices thereto and all documents incorporated by reference therein, as modified, reinstated or amended from time to time.
- 51.3 'Completion Schedule' or 'Delivery Schedule' means a schedule approved by the Employer for completion of all obligations of the Contractor under the Agreement.
- 51.4 "Contractor" means the person or firm or body corporate appointed by the Employer for the purposes of providing services as determined by him in connection with this Agreement and named in GCC.
- 51.5 'Contract Documents' mean all the documents referred to in the Agreement for discharging the requisite obligations by respective party.
- 51.6 'Contract Price' means the price payable to the Contractor under the Contract for the full and proper performance of all its contractual obligations.
- 51.7 'Day', 'Month' or 'Year' means calendar day, calendar month or calendar year.
- 51.8 'Engineer in Charge (EIC)' means an authorized representative of the Employer, if any, to which the Employer has entrusted various tasks in relation to the carrying out of his Project and in particular the implementation of the relevant Agreement. The EIC is fully empowered to represent the Employer. For avoidance of doubt, may be an Engineer. In case the Agreement does not specify the intervention by the EIC, the rights and obligations are exercised and borne by the Employer, mutatis mutandis.
- 51.9 'Effective Date' means a date on which Contractor's obligations will commence and thereupon Delivery Schedule and/or Completion Schedule will be drawn up.
- 51.10 'Goods' means all of the equipment, machinery, and/or other materials which the Contractor is required to supply to the Employer under the Agreement.
- 51.11 'GCC' means the GENERAL CONDITIONS OF CONTRACT contained in this section.
- 51.12 'Inspector' means any person or outside Agency nominated by Employer to inspect equipment, stage wise as well as final, before dispatch, at Contractor's works and/or on receipt at Site as per terms of the Agreement.
- 51.13 'Notification of Award' means date which is earlier of either a Fax of Intent (FOI) or Letter of Intent (LOI) or Letter of Award (LOA) issued to a successful bidder for award of the work pursuant to bidding process.
- 51.14 'Employer' /or 'Owner' means the organization purchasing the Goods / services, as named in GCC.
- 51.15 'Site' or 'Employer's stores' means the place or places named in tender document.
- 51.16 'Supplier' or 'Seller' or 'Contractor' means the individual person or firm or body corporate supplying the Goods and Ancillary Services under the Agreement.
- 51.17 'Bid' or 'Tender' shall have the same meaning.



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52 INTERPRETATION OF CONTRACT DOCUMENT

- 52.1 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 52.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Scope of Work, unless a different intention appears the provisions of the Scope of work Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 52.3 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 52.4 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

53 CONFIDENTIALITY

- 53.1 The Contractor cannot, without agreement of the Employer, disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under the Agreement or information received from the Employer / / Engineer/ Inspector.
- 53.2 Further, Contractor is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by Employer/ Engineer/ Inspector. The Employer retain the right to claim damages from the Contractor in the case where these documents have been used without such written consent.
- 53.3 However, these obligations do not apply to documents for which it can be demonstrated that
- such documents were already public before these were communicated to the other party, or have become public since without any fault or negligence of the party concerned, or
 - such documents were already in its possession without having obtained them directly or indirectly from the other party, or
 - such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party.
- 53.4 Regarding the application of this clause, the experts appointed by the Employer/ Engineer are not considered as third parties, and for this reason they have to respect, towards the Contractor, the same obligations as the Employer in these matters.
- 53.5 Any document, other than the Agreement itself, enumerated in GCC shall remain the property of the Employer and shall be returned (all copies) to the Employer on completion of the Contractor's obligations under the Agreement, if so required by the Employer.

54 CONTRACT PERFORMANCE BANK GUARANTEE

- 54.1 **Successful bidder shall be required to submit, within fifteen (15) days from date of issue of "Fax of Intent", the Contract Performance Bank Guarantee of Rs. Five (05) Lakhs. The validity of the CPBG shall be 3 months beyond the period of the contract.**
- 54.2 In the event that completion of work is delayed beyond the scheduled completion date for any reason whatsoever, the contractor shall have the validity of the Contract Performance Bank Guarantee suitably extended to cover the period of delay.
- 54.3 The proceeds of the Contract Performance Bank Guarantee shall be payable to the Employer as compensation for any loss or damage resulting from the Contractor's failure to complete its obligations under the Agreement.



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- 54.4 The Contract Performance Bank Guarantee shall be denominated in the currency of the Agreement and shall be in one of the following forms:

A bank guarantee issued by a scheduled/ nationalized bank is acceptable to the Employer, in the form provided in the bid documents. The Contract Performance Bank Guarantee will be discharged by the Employer and returned to the Contractor not later than One hundred eighty (180) days following the date of completion of all the Contractor's performance obligations under the Contract, including any warranty obligations.

55 PRICES

- 55.1 Prices charged by the Contractor for Goods delivered and all Services performed under the Agreement shall be on firm price basis and not vary from the prices quoted by the Contractor in its bid, with the exception of any price adjustments authorized as per tender document.

56 TAXES, DUTIES, ETC.

- 56.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, etc. now or hereafter imposed, increased, modified, from time to time in respect of Works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all applicable Central, State, Municipal and local laws and regulations, and requirement of any Central, State or local Government agency or authority.
- 56.2 Contractor further agrees to defend, indemnify and hold Employer harmless from any liability or penalty, which may be imposed by the Central, State or Local authorities by reason or any violation by Contractor or Sub-Contractor of such laws, suits or proceedings that may be brought against the Employer arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof.
- 56.3 Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

57 STATUTORY VARIATION

All statutory variations, change in law or imposition of any new taxes/ duties/ levies by any Central Government/ State Government/ Civil Agencies shall be to Contractor's account except for statutory variations in GST, which shall be reimbursed by Employer against documentary evidence submitted by the Contractor.

58 DELAYS IN THE CONTRACTOR'S PERFORMANCE

- 58.1 Delivery of the Goods and performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Employer in the Completion Schedule.
- 58.2 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the EMPLOYER at its option by written notice to the CONTRACTOR:
- 58.2.1 TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the EMPLOYER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the EMPLOYER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the EMPLOYER, for its part, may take over the work remaining unfinished by 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 his sureties if any, shall be liable to the EMPLOYER for any excess cost occasioned by such work having to be so taken over and



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completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.

58.2.2 WITHOUT DETERMINING THE CONTRACT to 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 his sureties are liable to the EMPLOYER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the EMPLOYER

58.3 In such events of above sub-clauses:

58.3.1 The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the EMPLOYER to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the EMPLOYER shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

58.3.2 The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the EMPLOYER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the EMPLOYER under the terms of the CONTRACT authorised or required to be reserved or retained by the EMPLOYER.

58.4 Before determining the CONTRACT provided in the judgement of the EMPLOYER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the EMPLOYER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.

58.5 The EMPLOYER shall also have the right to proceed or take action above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the EMPLOYER to give any prior notice to the CONTRACTOR.

58.6 Termination of the CONTRACT as provided above shall not prejudice or affect their rights of the EMPLOYER which may have accrued upto the date of such termination

58.7 Except as provided under GCC or for the reasons solely attributable to the Employer, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC, unless an extension of time is agreed upon without the application of liquidated damages.

59 CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 58

59.1 In any case in which become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared any of the powers conferred upon the EMPLOYER BY CLAUSE 58 thereof shall have liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the EMPLOYER putting in force the power under above sub-clause vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such



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notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the Contractor's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

60 TERMINATION FOR DEFAULT

- 60.1 Save for the cases provided for in Clause, if the Contractor fails to fulfil any of his obligations, the Employer reserves the right, after simple summons to comply and without prejudice to any other measures provided for in the Contract Documents, to offset the Contractor's deficiency by substituting Contractor by another third party to the Contractor for the purpose of carrying out those obligations, at the Contractor's expense, risk and peril, or to terminate the Agreement without prejudice to the Employer's rights of receiving reparation for the resulting damage.
- 60.2 The Employer may terminate the Agreement when the Contractor's situation at any time after Notification of the Award is found to have become so precarious that there is every indication that he will not be able to fulfil his obligations. Such indications may be, for example, the Contractor's filing for bankruptcy or composition, or going into receivership or liquidation, or any similar procedures under applicable legislation.
- 60.3 To determine the Contract in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Employer on that behalf, whereupon the Contractor shall stop forthwith any of the Contractor's work then in progress, except such work as the Employer may, in writing, require to be done to safeguard any property or Work, or installations from damage, and the Employer, for its part, may take over the work remaining unfinished by the Contractor and complete the same through a fresh contractor or by other means, at risk and cost of the Contractor, and any of his sureties if any, shall be liable to the Employer for any excess cost occasioned by such work having to be so taken over and completed by the Employer over and above the cost at the rates specified in the Schedule of quantities and rate / prices.
- 60.4 Without determining the Contract to 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 his sureties are liable to the Employer for any excess cost over and above the cost at the rates specified in the Schedule of quantities and rate / prices, occasioned by such work having to be so taken over and completed by the Employer.

61 CHANGE IN CONSTITUTION

- 61.1 Where the CONTRACTOR is a partnership firm, the prior approval of the EMPLOYER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of relevant clause hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

62 MEMBERS OF THE EMPLOYER NOT INDIVIDUALLY LIABLE

- 62.1 No Director, or official or employee of the EMPLOYER shall in any way be personally bound or liable for the acts or obligations of the EMPLOYER under the CONTRACT or answerable for any default or omission in the observance or performance of any of the acts, matters or things, which are herein contained



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63 CONTRACTOR TO INDEMNIFY THE EMPLOYER (As Applicable)

- 63.1 The contractor shall indemnify the Employer and every member, officer and employee of the Employer, also Engineer-In-Charge and his staff against all action, proceedings, claims, demands, costs and expenses whatsoever arising out of all action, proceedings, claims, demands, costs and expenses which may be made against the Employer for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract. The Employer shall not be liable for or in respect of consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep the Employer indemnified against all such damages and compensations and against all claims, proceedings, claims, demands, costs and expenses whatsoever in respect thereof or in relation thereof.
- 63.2 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the EMPLOYER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB-CONTRACTOR's, or in connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen, Contractors or employees, the CONTRACTOR, shall in such cases indemnify and keep the EMPLOYER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.
- 63.3 If Employer have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Employer shall be charged to and paid by the Contractor and the Contractor shall not be at liberty to dispute or question the right of the Employer to make such payments notwithstanding the same may have been made without the consent or authority or in law or otherwise to the contrary.

64 OTHER AGENCIES AT SITE

- 64.1 The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works. No claim shall be entertained due to WORK being executed in the above circumstances

65 SETTLEMENT OF DISPUTES

- 65.1 The rules of procedure for arbitration proceedings shall be as per Indian Arbitration and Conciliation Act 1996 or as amended.
- 65.2 If any dispute or difference arising between the Parties in respect of or concerning or connected with the interpretation or implementation of this Agreement or otherwise arising out of this Agreement, the parties hereto shall promptly and in good faith negotiate with a view to bring out and amicable resolution and settlement.
- 65.3 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Owner or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 65.4 In the event, no amicable resolution or settlement is reached within a period of 30 days from the date on which such dispute or difference arose, such dispute or difference shall be referred for adjudication by sole Arbitrator to be appointed by the Managing Director (MD) of AGL, in accordance with the Arbitration and Conciliation Act, 1996 and rules made there under or any statutory modification in case the Arbitrator so appointed is related to AGL in any manner whatsoever.
- 65.5 The Arbitration proceedings shall be held in Indore and shall be conducted in English Language. The decision of such arbitration shall be binding and conclusive upon the Parties. The Parties to the arbitration shall equally share the costs and expenses of any such arbitration.
- 65.6 It is hereby clarified that the Courts at Indore alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Agreement.
- 65.7 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree.



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66 LIMITATION OF LIABILITY

- 66.1 Except in cases of wilful negligence or wilful misconduct, and in the case of infringement, the Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits provided that this exclusion shall not apply to any obligation of the Contractor to pay PRS to the Employer and the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

67 GOVERNING LANGUAGE

The Agreement shall be written in English language unless specified otherwise. All correspondence and other documents pertaining to the Agreement which are exchanged by the parties shall be written in the same language. In case, any document/brochure etc. is written in any other language then its English translation shall govern.

68 APPLICABLE LAW

The Contract shall be governed and interpreted in accordance with the applicable laws of India and Courts at Indore shall have exclusive jurisdiction.

69 NOTICES

- 69.1 Any notice given by one party to the other pursuant to this Agreement shall be sent to the other party in writing by registered mail or facsimile and confirmed in writing to the other party's address specified in the Agreement.
- 69.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

70 DEFENCE OF SUITS

- 70.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the EMPLOYER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB-CONTRACTOR's, or in connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen or employees, the CONTRACTOR, shall in such cases indemnify and keep the EMPLOYER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

71 DEDUCTIONS FROM THE CONTRACT PRICE

- 71.1 All costs, damages or expenses which EMPLOYER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the EMPLOYER. All such claims shall be billed by the EMPLOYER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the EMPLOYER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the EMPLOYER of such claims

72 CONTRACTOR'S RESPONSIBILITY (As Applicable)

- 72.1 The contractor shall depute his supervisor for supervision of the services, as per the scope of services mentioned and to receive instructions from Engineer-In-Charge or his representative.
- 72.2 Contractor shall make the salary payment to his personnel on or before 7th of every month and provide acknowledgement of salary slip by his personnel to the Employer. In case of default by the contractor,



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Employer will hold the release of contractor's payment till the contractor makes the payment of salary to his personnel or Employer may take suitable action at the risk & cost of Contractor.

- 72.3 **Accommodation/ Transportation/ Conveyance/ Medical:** The Contractor shall make his own arrangement for the accommodation & medical assistance to his personnel at respective locations and subsequent transportation / conveyance arrangement for them from their place of residence to work place or any other place as required and Employer shall have no obligation in this respect. The Employer shall not be responsible for providing any medical assistance to the contractor personnel.
- 72.4 **Discipline:** The Contractor shall be responsible for the discipline and good behaviour of all his personnel deployed in the services and should any complaint be received against any of his employee, he shall arrange to replace such person(s) within 24 hours of notice issued by the Engineer-in-Charge at his own cost. The decision of the Engineer-in-Charge in this matter shall be final and binding on the Contractor.
- 72.5 **Gate pass/ Identity Card/ Uniform:** The Contractor shall arrange for the gate pass, uniforms & requirement of supply/ renewal of identity cards to his workforce as per design to be approved by EMPLOYER at his own cost, if so required by EMPLOYER for security or for any other reasons. Contractor's personnel shall be required to carry their respective Identity Cards while on duty and produce on demand.

73 MODIFICATION IN CONTRACT

- 73.1 All modifications leading to changes in the Contract with respect to technical and/or commercial aspects shall be considered valid only when accepted in writing by Employer by issuing amendment to the Contract. Issuance of acceptance or otherwise in such cases, shall not be any ground for extension of agreed completion date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of Contract.
- 73.2 Employer shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgment of Contract, invoices, packing list or any other documents, which imposes any conditions at variance with or supplemental to Contract.

74 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES

- 74.1 Nothing contained herein shall restrict EMPLOYER from accepting similar services from other agencies at its sole discretion and at the risk and cost of the contractor, if the contractor fails to provide the said services any time not up to the satisfaction of Engineer-in-Charge.

75 SUB-LETTING OF CONTRACT (Not Applicable)

- 75.1 No part of this contract, nor any share or interest therein, in any manner or extent, will be transferred or assigned or sub-let, directly or indirectly, to any person / firm or organisation by the contractor without written consent of Employer. Notwithstanding an sub – letting with such approval as aforesaid and notwithstanding that the ENGINEER – IN – CHARGE shall have received copies of any Subcontracts, the Supplier shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respect as if such sub – letting or Subcontracting had not taken place, and as if such work had been done directly by the SUPPLIER. The SUPPLIER shall bear all responsibility for any act or omission on the part of Sub – Suppliers in regard to work to be performed under the CONTRACT.
- 75.2 EMPLOYER MAY TERMINATE SUB – CONTRACTS:
- 75.2.1 If any SUB – CONTRACTOR engaged upon the works at the site executes any works which in the opinion of the ENGINEER – IN – CHARGE is not in accordance with the CONTRACT documents, the EMPLOYER may by written notice to the CUPPLIER request him to terminate such subcontract and the SUPPLIER upon the receipt of such notice shall terminate such subcontract and dismiss the SUB – CONTRACTOR(S) and the later shall forthwith leave the works, failing which the EMPLOYER shall have the right to remove such SUB – CONTRACTOR(S) from the site.

76 EMPLOYMENT LIABILITY OF CONTRACTOR



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- 76.1 The Contractor shall indemnify Employer & shall be solely and exclusively responsible for any liability arising due to any difference or dispute between him and his employee / Third Party for the execution of this contract at any time during / after the contract period is over. All workmen engaged by the contractor shall be on his roll and be paid by him and Employer shall have no responsibility towards them.
- 76.2 The Contractor shall be directly responsible and indemnify the Employer against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.
- 76.3 The Contractor shall indemnify the Employer against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.
- 76.4 The Contractor shall ensure regular and effective supervision of the personnel deployed by him.

77 COMPLIANCE OF LAWS

- 77.1 The contractor deploying contract labour shall obtain license from appropriate licensing authority as per prevailing rules & regulation and as modified from time to time during contract period.
- 77.2 The contractor (which shall include the contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various Labour Laws / legislations including labour license from the competent authority under the Contract Labour ("Regulation & Abolition") Act 1970 and Acts made thereafter.
- 77.3 The Contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act 1948, Contract Labour ("Regulation & Abolition") Act 1970, Minimum Wages Act 1948, payment of wages Act 1936, Workmen's Compensation Act 1923 and other relevant Acts, Rules & Regulations in force from time to time.
- 77.4 The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government Agencies as applicable under the laws in respect of the contract and of personnel deployed by the contractor for rendering services to Employer and shall deposit the required amount with the concerned statutory authorities on or before due dates. The contractor shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the Employer's contribution to the Provident Fund. The contractor shall also be responsible for payment of any administration / inspection charges thereof, wherever applicable, in respect of personnel deployed by him relating to the work of Employer.
- 77.5 The Contractor shall not engage / deploy any person of less than 18 years under this contract, and the person(s) to be deployed should be physically and mentally fit.

78 THE ENGINEER-IN-CHARGE SHALL HAVE POWER TO :

- 78.1 Issue the contractor from time to time during the running of the Contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the Contract and the Contractor shall carry out and bound by the same.
- 78.2 During the currency of this Contract, EMPLOYER can increase and / or decrease the number of the services required & quantity of work /services shown in from the Schedule of Rates.
- 78.3 Order the Contractor to remove or replace any workmen whom the Employer considers incompetent or unsuitable and opinion of the Employer representative as to the competence of any workman engaged by the contractor shall be final and binding on the Contractor. Key personnel can be deployed at site only after getting approval from the EMPLOYER.



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79 REPATRIATION AND TERMINATION

- 79.1 EMPLOYER shall reserve the right, at any time during the currency of the contract without assigning any reason thereof to terminate it by giving 30 days' notice to contractor, and upon expiry of such notice period the contractor shall vacate the site / office provided to him by Employer immediately.
- 79.2 Goods procured by the Contractor, but not utilised till date of termination will be the responsibility of the Contractor and no claim will be entertained by the Employer for the same.
- 79.3 Also Employer will not be responsible for any cost incurred by the Contractor including but not limited to repatriation of the workers, lease amount deposit for accommodation provided to the workers, etc. In case Employer has to incur expenses due to the same, the same shall be recovered from the dues payable to the contractor and / or security deposit held with EMPLOYER.

80 INDEMNITY

- 80.1 Contractor shall exclusively be liable for non-compliance of the provisions of any act, laws rules and regulations having bearing over engagement of workers directly or indirectly for execution of Contract and the Contractor hereby undertake to indemnify the Employer against all actions, suits, proceedings, claims, damages demands, losses, etc. which may arise under Minimum Wages Act 1948, payment of wages Act 1936, Workmen's Compensation Act 1923, Personnel Injury (Compensation Insurance) Act, ESI Act, Fatal accident Act, Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family Pension and deposit Linked Insurance schemes or any other act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this contract.

81 CONTRACTOR'S SUB-ORDINATE STAFF AND THEIR CONDUCT

- 81.1 Contractor, on or after award of the Contract shall Name and Depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given. The Contractor shall also provide to the satisfaction of the Engineer-In-Charge. sufficient and qualified staff to superintend the execution of the Contract, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the Contract in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the Engineer-In-Charge additional properly qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on accounts thereof.
- 81.2 If and whenever any of the Contractor's assistants, foremen, or other employees shall in the opinion of Engineer-In- Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the Employer or the Engineer-In-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the Contractor, is so directed by the Engineer-In-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the Contract without the written permission of the Engineer-In-Charge. Any person so removed from the Contract shall be immediately re-placed at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.
- 81.3 The Contractor shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighbourhood and in the event of such employee so trespassing, the Contractor shall be responsible therefore and relieve the Employer of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-In-Charge upon any matter arising under this clause shall be final. The Contractor shall be liable for any liability to Employer on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of Contract.



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81.4 The Contractor shall be liable for all acts or omissions on the part of his personnel, staff, foremen and workmen / labour and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the Contract.

82 JURISDICTION

82.1 The contract shall be governed by and constructed according to the laws in force in Indore.

83 FORCE MAJEURE

83.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by it under this agreement, the relative obligation of the party affected by such Force Majeure shall, after notice under this article be suspended for the period during which such cause lasts.

83.2 The term Force Majeure as employed herein shall mean act of god, war/hostilities, riot/civil commotion, earthquake, Tsunami, fire, flood, tempest, lightening or other natural disaster, restriction imposed by the government or other statutory bodies, acts and regulations or any of its authorised agencies.

83.3 Upon such occurrence, contractor shall immediately inform the Employer and only in case Employer decides, contractor shall interrupt the CNG re-fuelling. In case of any emergency, contractor shall activate Emergency Response Plan (ERP) as per Employer's approved procedures.

83.4 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within forty eight (48) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

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

84 General Terms & Conditions of Works Contract

1. SUBMISSION OF TENDER

A. The contractor shall make all arrangements at his own cost to transport the required materials outside and inside the working places and leaving the premises in a neat and tidy condition after completion of the job to the satisfaction of Owner. All materials except those agreed to be supplied by the Owner shall be supplied by the contractor at his own cost and the rates quoted by the Contractor should be inclusive of all royalties, rents, taxes, duties, statutory levies, if any, etc.

2. STATUTORY LEVIES

A. The Contractor accepts full and exclusive liability for the payment of any and all taxes, duties, cess, levies and statutory payments payable under all or any of the statutes. Variations of taxes and duties arising out of the amendments to the Central I State enactments, in respect of sale of goods I services covered under this bid shall be to AGL's account, so long as:

- They relate to the period after the opening of the price bid, but before the contracted completion period (excluding permitted extensions due to delay on account of the contractors, if any) or the actual completion period, whichever is earlier; and

- The vendor furnishes documentary evidence of incurrence of such variations, in addition to the invoices/documents for claiming Input Tax credit, wherever applicable.

B. The rates quoted should be inclusive of all taxes. However, wherever the tax is to be deducted at source, the same will be deducted from the bills of the Contractor and paid to the concerned authorities. The proof of such payments of tax will be furnished to the contractor.



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The Vendor shall comply with all the provisions of the GST Act | Rules | requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable AGL to take Input Tax Credit. In case of imports, vendor shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable AGL to take input Tax Credit.

In case, AGL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods | service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.).

Vendor shall be responsible to indemnify the AGL for any loss, direct or implied, accrued to the AGL on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.

3. Anti - Profiteering Clause

GST Act. anti-profiteering provisions mandates that any reduction in tax rates or benefits of input tax credits be passed on to the consumer by way of commensurate reduction in prices. Vendors to take note of the same and pass such benefits while quoting their price.

85 General Terms & Conditions For Supply

1. PRICE

- a. Unless otherwise agreed to in the terms of the Purchase Order, the price shall be firm and not subject to escalation for any reason whatsoever till the execution of entire order, even though it might be necessary for the order execution to take longer than the delivery period specified in the order.
- b. Price shall be exclusive of GST (CGST, SGST, IGST as applicable), Customs Duty and applicable cess, which are leviable by law on sale of finished goods to AGL. The nature and extent of such levies shall be shown separately.

2. TAXES & DUTIES:

- a. GST (CGST, SGST, IGST as applicable), Customs Duty and applicable Cess as applicable shall be reimbursed for the materials consigned to AGL as per limits indicated in the offer against documentary evidence to be furnished by the Supplier. AGL shall pay only those taxes, duties and levies as indicated by Supplier at the time of bid submission/as agreed subsequently (prior to opening of priced bids). Taxes | Duties and/or Levies not indicated by supplier in Bid, but payable, shall be to Supplier's account. In case of any increase/decrease applicable in GST (CGST, SGST, IGST as applicable) Custom Duty and applicable Cess indicated with reference to limits mentioned in the offer | bid or new taxes | duties | levies imposed by the Indian Government through Gazette notification after the date of submission of last Price bid but prior to Contractual Delivery Date, the AGL shall reimburse/adjust the increase/decrease in taxes & duties on satisfactory supporting documents.
- b. Supplier shall be responsible for availing all applicable concessions in taxes, duties, levies etc. as per terms of Purchase Order. Any loss, direct or implied, accrued to AGL on account of supplier's failure to avail concessions shall be borne by Supplier.

3. CUSTOMS DUTY (CD) VARIATION

- a. The prices mentioned in offer are subject to Customs Duty (CD) variation. In case of any increase in rates of Customs Duty, IGST and applicable Cess by the Indian Government through Gazette notification after the submission of last priced offer but within the time schedule for import of materials, as mentioned. AGL shall reimburse the increase in taxes & duties at actuals against satisfactory supporting documents.
- b. All downward variations in the rates of all such duties shall be to AGL's account and same shall be calculated on actual CIF value of imported materials. Supplier shall submit all relevant documents to AGL for the proof of duty paid by them within one month from the date of Bill of Entry (BOE).
- c. Custom Duty variation shall be paid by AGL up to the limit of maximum CIF value of imported components as indicated in the offer.



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- d. Rate of Custom Duty along with tariff number considered by Supplier in the prices shall be indicated in the offer.

The Vendor shall comply with all the provisions of the GST Act | Rules | requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable AGL to take Input Tax Credit. In case of imports, vendor shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable AGL to take Input Tax Credit.

In case, AGL is not able to take Input Tax Credit due to any noncompliance / default / negligence of the seller of goods | service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.).

Vendor shall be responsible to indemnify the AGL for any loss, direct or implied, accrued to the AGL on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.

4. Anti - Profiteering Clause

GST Act. Anti-profiteering provisions mandates that any reduction in tax rates or benefits of input tax credits be passed on to the consumer by way of commensurate reduction in prices. Vendors to take note of the same and pass such benefits while quoting their price

86 General Terms & Conditions of contract for Consultancy Services

A. STATUTORY LEVIES, TAXES AND DUTIES

- 1 The Consulting-firm accepts full and exclusive liability for payment of all taxes under any Statute as applicable in performance of the service and quoted price should include all such taxes & duties, if applicable which will be quoted separately.
- 2 All Domestic Consulting-firm's should have GST registration and to provide a copy of such registration certificate and classification of service along with bid document unless exempted for which necessary document support is provided.
- 3 In case of Foreign Consultants, where the service is provided from the establishment within India, clause 1 and as applicable to Indian Bidder in 2 would apply. Where the service is provided from the establishment situated outside India, GST tax will be paid by the Owner as recipient of service as per existing Act & Rules.
- 4 The Owner may claim Input Tax credit. The bidder should quote GST separately. Bidder should provide tax invoice as per the act | rules to enable owner to claim Input Tax Credit.
- 5 All taxes & duties payable outside India in respect of performance of the contract shall be borne & paid by the Consultant. The Consulting-firm shall bear and pay all the liabilities in respect of non-observance of all legal formalities as per various statutory provisions.
- 6 Unless specifically provided for in the tender documents or any Special Conditions, Variations of taxes i.e.GST quoted in price bid arising out of the amendments to the Central | State enactment, in respect of services covered under this bid shall be to Owner's account, so long as:
 - (i) They relate to the period from the date | time of opening of the bid, but before the contractual completion period (excluding permitted extensions due to delay on account of the Consulting-firm, if any) or the actual completion period, whichever is earlier; and
 - (ii) The consultant furnishes documentary evidence of incurrence of such variations, in addition to the invoices and filing required returns for claiming Input Tax credit, wherever applicable.
- 7 The Consultant shall bear and pay all liabilities in respect of statutory variations in taxes and duties and imposition of new taxes and duties that may be imposed after the delivery and payment schedule execution dates, as originally stipulated, in case the delivery dates are extended due to reasons attributable to Consultant.



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The Vendor shall comply with all the provisions of the GST Act | Rules | requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable AGL to take Input Tax Credit.

In case, AGL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods / service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.).

Vendor shall be responsible to indemnify the AGL for any loss, direct or implied, accrued to the AGL on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.



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**SECTION IV
FORMS AND FORMATS**



**AAVANTIKA GAS LIMITED
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**Form 1
BIDDER'S GENERAL INFORMATION**

To

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN _____

1-4 Operation Address
if different from above: _____

City _____ District _____

State _____ PIN/ _____

1-5 Telephone Number: _____

(Area Code) (Telephone Number)

1-6 Mobile Number, if any _____

1-7 E-mail address: _____

1-8 Website: _____

1-9 Fax Number: _____

(Area Code) (Telephone Number)

1-10 ISO Certification, if any {If yes, please furnish details}

1-11 Banker's Name : _____

1-12 Branch : _____

1-13 Branch Code : _____

1-14 Bank account number : _____

1-15 Type of Firm: Proprietary/ Partnership/ PVT/Public Ltd : _____



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1-16 GSTN No.: _____

1-17 State / UT.: _____

1-18 PAN No. : _____

1-19 Whether SSI Registrant Or not: _____

1-20 EPF No. _____

(SIGNATURE OF BIDDER WITH SEAL)

Note:

- 1 Bidders have to submit the supporting document confirming the above registrations.**
- 2 The above-required information's are required on the bidder's letterhead.**

BID BOND PROFORMA / PROFORMA FOR EMD

Bank Guarantee No.:

Date:

To

M/S AAVANTIKA GAS LIMITED,
INDORE.

TENDER / RFQ NO. _____ FOR CARRYING OUT
_____ (specify name of
work)

WHEREAS..... (HEREINAFTER CALLED 'THE Bidder' has submitted his Bid dated..... for carrying out of (Herein after called 'The Bid') KNOW ALL MEN by these presents that WE (hereinafter called 'The Bank') are bound unto AAVANTIKA GAS LIMITED, Indore (herein after called 'AGL') in the sum of for which payment well and truly made to AGL, the BANK binds itself its successor and assigns by these presents. Sealed with the Common Seal of the said BANK this day of2018.

THE CONDITIONS of this obligation are:

If the Bidder withdraws his Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

If the Bidder, having been notified of the acceptance of his bid by AGL during the period of bid validity

Fails or refuses to execute the Contract Form, if required: or
Fails or refuses to furnish the PERFORMANCE SECURITY (guarantee) in accordance with the Instructions to the Bidder.

We undertake to pay AGL up to the above amount upon receipt of its first written demand, without AGL having to substantiate its demand, provided that in its demand AGL will note the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including 2 months after the period of bid validity and any demand in respect thereof should reach the BANK not later than the above date.

(Signature of the BANK)

(Signature of the Witness)
Name & address of Witness:
Date:



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Form 3

LIST OF ENCLOSURES

M/S AAVANTIKA GAS LIMITED,
INDORE

Dear Sir,

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

1. Power of Attorney of the signatory to the bid document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc.
3. Copy of bid documents along with addendum/ corrigendum no. duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.

(SEAL AND SIGNATURE OF BIDDER)



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**F – 3 A
ANNUAL TURNOVER**

Bidder must fill in this form

Annual Turnover data for the last 3 years:

Year		Amount (in INR)
Year 1:		
Year 2:		
Year 3:		

1. The information supplied should be the Annual Turnover of the bidder
2. A brief note should be appended describing thereby details of turnover as per audited results.

SEAL AND SIGNATURE OF THE BIDDER



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F – 3 B

FINANCIAL STATUS

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Description	For the year of
	Amount (in INR)
1. Current assets	
2. Current Liabilities (including secured and un-secured short term loans & working capital loans)	
3. Working Capital (Current Assets-Current liabilities)	
4. Net Worth Owners funds (Paid up share capital and Free Reserves & Surplus) (NW)	
5. Profits before taxes (PBT)	
6. Return on Equity (PBT/NW) x 100	

1. Attached are copies of the audited balance sheets, including all related notes and income statement for the last Audited Financial year, as indicated above, complying with the following conditions.
 - All such documents reflect the financial situation of the bidder
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted)

SEAL AND SIGNATURE OF BIDDER



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Form 4

NO DEVIATION CONFIRMATION

Aavantika Gas Limited,
Indore

Name of Bidder:

Dear Sir,

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

(Signature of the bidder)



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FORM - 7

PROFORMA FOR CONTRACT PERFORMANCE BANK GUARANTEE

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

Ref: Bank Guarantee No.....

Date.....

To

Aavantika Gas Limited
2nd Floor, 202-B, NRK Business Park,
Vijay Nagar Square, Indore – 452010

Dear Sirs,

M/s _____ have been awarded the work of (Specify Tender Name & No.), _____ vide PO/WO No. _____ (Specify the PO / WO No.)

_____ for AAVANTIKA GAS Ltd.,
2nd Floor, 202-B, NRK Business Park, Vijay Nagar Square, Indore (M.P.) India.

The Contracts conditions provide that the CONTRACTOR shall pay a sum of _____ (as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify AAVANTIKA GAS Ltd., in case of default.

The said _____ (name of the contractor's firm) has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ (name of the _____ Bank) hereby undertake and agree with you that if default shall be made by M/s _____ in performing any of the terms and conditions of the tender or in payment of any money payable to AAVANTIKA GAS Ltd., we shall on demand pay without any recourse to the contractor to you in such manner as you may direct the said amount of _____ only or such portion thereof not exceeding the said sum as you may from time to time require.

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ which under law relating to the sureties would but for provision have the effect of releasing us.

3. Your right to recover the said sum of _____ (_____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. This guarantee shall be irrevocable and shall remain valid upto _____, If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ on whose behalf this guarantee is issued.



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6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Indore Courts.

7. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated _____ granted to him by the Bank.

Yours faithfully,

_____ Bank

By its Constituted Attorney

Signature of a person duly authorised to sign on behalf of the Bank.

INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE GUARANTEE

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered as Indore.
2. The bank guarantee by bidders will be given from bank as specified in ITB.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer
4. If a bank guarantee is issued by a commercial bank, then a letter to Owner confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred Crores) or its equivalent in foreign currency along with a documentary evidence.
5. The BG should be valid for a period of 90 days (3 months) beyond the Defect Liability period defined in the Tender.



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DECLARATION (on Bidder's letter head)

No.

Date:

Aavantika Gas Limited,
Indore (M.P.)

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

We also confirm that we have not been banned or delisted by any Indian Government organisation /Semi Government / Government Undertaking / PSU's/ Other reputed establishment or its undertaking from quoting.

SEAL AND SIGNATURE OF BIDDER



SECTION V

SCOPE OF WORK



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SCOPE OF WORK

1. The scope of work shall be supply of suitably qualified and competent executive and non-executive manpower to AGL who can perform works in the field of Marketing, HR & Admin, Finance, Projects / Operations & Maintenance, Contracts & Purchase, Stores & Material Management, IT, Housekeeping & Security.
2. The education level / criteria and work experience of Executive / Non – Executive deployed / deploying outsource manpower shall be decided by AGL as per the Job profile / Job specification / Job requirement.
3. Contractor shall depute to client Associate(s) based on job description and other specifications as indicated by AGL, the person shall be taken on rolls of contractor and for all legal purposes they shall be considered as employees of contractor only.
4. The contractor shall also assist AGL in selection process of associates as and when required.
5. At present the requirement of 60 to 80 Associates per month is envisaged. However, the quantity of manpower to be deployed by the Agency may increase or decrease.
6. The rates quoted & for service charges shall remain firm till the expiry of the contract and the contractor shall not be entitled to increase or revision (statutory or otherwise) or any other right or claim whatsoever by way of representation, explanation or statement alleged to have been given by any employee representation or any undertaking or promise given or alleged to have been given by any employee of the company or due to contractor's own ignorance or on account of any difficulties of hardships faced by him. However, the contractor shall be entitled to reimbursement of any statutory increase in the wage, DA, PF etc to be notified by the Government from time to time. In case of any notification / circular by the appropriate authority for statutory revision, the Contractor shall notify the Company within 15 days and claim the difference in the next bill and provide proof of payment at the notified rate to his employees deputed at AGL.
7. The CTC/Take Home Salary of associates shall be intimated by AGL to the successful bidder as and when required and payment shall be made on monthly basis based on CTC + Service Charges accordingly. Payment of Service Tax shall be made as applicable.
8. No other payments shall be payable other than scheduled payment to the contractor. The payment for rest days, holidays, and national holidays will be paid by the contractor.
9. The Company shall have the right to withhold reasonable sums from the amounts payable to the contractor under this contract or the security.
10. The contractor shall maintain proper records of his employee's attendance, wage and overtime etc. besides other payment made to them from time to time. The Contractor shall maintain regular and proper books of accounts and other records, document, etc. supported by the vouchers so that the same may be available for inspection by any authorized person.
11. The staff deployed will bear good conduct and physically fit for the work.
12. Normally services shall be made available on six days of the week i.e. Monday to Saturday. The contractor shall provide his services on Sunday also whenever required. If called on Sunday and holidays, the charges for the same shall be paid on pro-rata basis. The officer in charge can change the timings on his own accord without assigning any reason. The officer in charge shall be the sole authority to decide and judge the quality of the service rendered by the Contractor. The Contractor shall maintain good standard of services as indicated. The performance of the contractor will be reviewed on monthly basis and in case the services are not found up to the mark the contract will be terminated even before the expiry of contract period by giving one month's notice.



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13. The contractor shall not engage any person less than 18 years of age and shall not pay less than what is prescribed under law and agreed in the Contract.
14. AGL shall have the right to terminate the contract by giving 30 days' notice during the contract period.
15. In case of any default for more than three days in respect of providing the services in accordance with the requirements specified by the Officer in charge, the Company will have the right to obtain services from other source at the cost of the contractor or terminate the contract and forfeit his security deposit etc.
16. No part of the contract or any share of interest therein shall in any manner or degree is transferred/assigned or sublet by the contractor directly or indirectly to any person, firm, or corporation whatsoever.
17. All the persons of the contractor entering the work premises for providing service as per the contractual obligation shall be properly and neatly dressed.
18. In case, the Company considers presence of any of the persons of the contractor undesirable for whatever reason including integrity, conduct, incompetence, 24 hours' notice will be given by the Company to the contractor. On receipt of the notice, such person will not be reemployed without express and written authorization of the Company.
19. The contractor shall be responsible for efficient and effective services in all activities contracted out herein.
20. The contractor shall be responsible for the proper behaviour of the persons engaged by him and exercise control over them. He shall also be bound to prohibit and prevent his employees from taking any direct or indirect interest and or support, assist, maintain or help any persons or persons engaged in any anti-social activities, demonstrations, riots or agitation, which may in any way be detrimental or prejudicial to the interest of the company, community or the proprietors, occupiers of land/properties in the neighbourhood. In the event of any such action by his person or persons, the contractor shall be fully and exclusively responsible thereof and shall keep the company harmless and indemnified from any consequential claims, actions, suits proceedings, losses, or damage on any ground whatsoever.
21. The Officer-in charge shall have the power to alter the scope of the service in quantum as per the exigency of work. The contractor shall accordingly provide service as may be required by the Company on giving a notice of two days.
22. The final payment will be made only after satisfactory completion of the work. However monthly bill shall be paid on certifications from OIC.
23. The company shall not provide any transportation of persons to work - site or back and shall have no other liabilities whatsoever. However, this will be contractor's responsibility to provide above facilities to the persons engaged under the contract.
24. The Contractor shall also maintain and update all the statutory records and file statutory returns as required under various labour laws and intimate all the changes in the Contractor's representatives from time to time to the statutory authorities.
25. The Contractor shall discharge obligations as provided under various statutory enactment & comply with all statutes/rules/regulations including but not restricted to the following Acts and regulations with regard to the Contractor's representatives.
 - a. Contract Labour Regulation and Abolition Act, 1970:
 - b. Minimum Wages Act, 1948 (Central)
 - c. Payment of Wages Act, 1936
 - d. ESI Act, 1948



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- e. EPF Act, 1952
 - f. Workmen Compensation Act 1923
 - g. The Payment of Bonus Act 1965.
 - h. Maternity Benefit Act 1961
 - i. Any other laws, as applicable.
26. Contractor shall comply with the requirements of all applicable enactments to the extent as may be applicable and keep the other indemnified at all times from all consequences whatsoever on account of non-compliance of the same.
27. It is the sole responsibility of the Contractor to deposit the statutory payments with the statutory authorities within prescribed time and submit the challans/receipts evidencing the said deposits for the Contractor's representatives working in the company's premises. In default of the above, the company is entitled to set off and adjust such amount/s towards any dues to be payable to the Contractor for his services without affecting its other rights under contract or in law or equity.
28. The contractor is responsible for obtaining the labour license under the provisions of the Contract Labour (R&A) Act, 1970.
29. The contractor is liable to abide by all necessary licenses/permissions from the concerned authorities as provided under the various labour legislations.
30. The Contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.
31. The Deputed personnel shall always remain the employee of the Contractor and the contractor shall be solely be responsible and indemnify AGL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
32. The contractor shall indemnify AGL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
33. The contractor shall ensure regular and effective supervision and control of the personnel, deployed by him and gives suitable direction for undertaking the contractual obligations.
34. The contractor is required to maintain registers and records as required under different laws.
35. The Contractor shall ensure to obtain a Workmen's Compensation Insurance policy covering the risks of accident at the work place and injury sustained out of and in course of and out of employment in respect of personnel deployed by the contractor as per Workmen's Compensation Act, 1923 and rules framed there under.
36. The Contractor will deploy adequate/ requisite number of experienced personnel to discharge the contractual obligations effectively.
37. Duty / working time shall be for 8 hours; however, the time taken for lunch / dinner / breakfast or break for rest will be extra apart from the duty / working hours and will be decided by the Officer In charge and can be change looking to job profile / assigned task / business exigency. working / duty timings shall be as decided by the Officer – In –Charge.
38. The Contractor shall make alternate arrangement in case any Non – Executive (Housekeeping/Security) deputed person is on leave or absent without information for more than 5 days.
39. In case contractor is unable to make alternate arrangement of Non – Executive (Housekeeping / Security) manpower within 5 days then from 6th day onwards penalty of Rs.500/- per day will be imposed on the contractor subject to maximum of 50% of the monthly salary of the absent manpower and the penalty will be recovered from the monthly invoice of the contractor.



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40. Salary of the contract manpower drawing salary / wages more than minimum wages as defined under Minimum Wages Act 1948 (Central) will be decided and defined by AGL.
41. The contractor to ensure supply of uniform (2 pair of shirts / T-Shirt, trousers, socks and one pair of shoe) to the deputed person designated / categories as Housekeeping, Office boy, Security Guard, Meter Readers and other applicable categories once in every year.
42. Reimbursement of uniform shall be done to the contractor on submission of Tax invoice with proof of purchase & distribution of uniform maximum upto 6% of minimum wages (excluding of applicable taxes).
43. In case the deputed person resigned / terminated from the service then the contractor has to insure to recover the uniform reimbursement amount from outsource manpower full & final settlement and use the same amount for providing uniform to the replaced manpower.
44. The contractor will be responsible for medical check-up of office boy / housekeeper once in every year on its own cost.
45. Before deploying of outsource manpower in AGL the contractor shall ensure police verification of deploying outsource manpower from concern police station by its own cost. Copy of police verification report of outsource manpower should be submitted by the contractor to AGL before deployment.
46. In case of negative police verification report of the prospective outsource manpower, contractor will not depute him/her in AGL on any circumstance, and intimation of the same should be provided along with the copy of police verification report to the OIC.
47. The contractor shall provide ID cards to the every outsource employees by its own cost. The design of the ID card will be given / approved by AGL.
48. The contractor has to ensure that payment of monthly wages is paid in the respective Bank Account of Associates on or before 7th of every month. The contractor shall ensure distribution of latest salary slip to associates by 10th of every month.
49. The contractor has to submit PF, ESIC Challan, forms required under Contract Labour Regulation and Abolition Act, workmen Compensation Insurance Policy or any other supporting required by the officer in charge along with monthly Bill.
50. The contractor should maintain data bank of profiles so that as and when additional / replacement manpower needed by AGL contractor should be in the position to provide profiles as per the requirement and facilitate to conduct interview for requirement of additional / replacement outsource manpower.
51. Payment Terms –
 - a) The contractor has to make payment to the associates on monthly basis with in 1st - 7th of every month.
 - b) After payment to the Associate the contractor shall submit Invoice along with relevant challans and supporting documents i.e. copy of PF Challan, ESI Challan, attendance sheet / record, salary sheet / record, forms under Contract Labour Regulation and Abolition Act 1970 and proof of disbursement of salary through bank. Payment of monthly invoice to the contractor shall be paid within 15 Days if found in order.



SCHEDULE OF RATES (SOR)



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SCHEDULE OF RATES (SOR)

Sr. No	Description	Quoted Service Charges on total Compensation Package (%) in Figures	Quoted Service Charges on total Compensation Package (%) in Words
1	Providing Services of Executive/ Non-Executive Associates for Indore, Gwalior, Ujjain & Pithampur		

Notes:

1. The bids shall be evaluated based on Service Charges quoted by the bidder in the SOR. Bid quoted with lowest service charges shall be considered for award of work. If more than one bidder quotes the same percentage for service charges and happens to be L-1, then the job shall be awarded, whose NET WORTH is higher as per last audited balance sheet.
2. GST shall be reimbursed by AGL at actual against proof of payment for the services rendered and on receipt of Tax invoice only.
3. The quantity of manpower indicated in the scope of work is indicative and AGL can increase/decrease the same as per actual requirement, with prior notice to the contractor.

Name of the Bidder –

Signature -

Seal -