



AAVANTIKA GAS LIMITED

(A JOINT VENTURE COMPANY OF GAIL & HPCL)

CITY GAS DISTRIBUTION PROJECT IN INDORE,

UJJAIN, PITHAMPUR & GWALIOR

HIRING OF CLOUD HOSTING DATA BACKUP SERVICES FOR
DATA CENTER

Tender No.: AGL/472/T2/ DATA CENTER CLOUD HOSTING /10-2024

DOMESTIC COMPETITIVE BIDDING

ISSUE DATE: 08.10.2024

Date & Time for submission duration of Bid Document Manually at AGL HO, Indore:

Important Dates

Pre-Bid Clarification Duration	08/10/2024 to 17/10/2024
Physical Pre-Bid Meeting at AGL HO, Indore	15/10/2024 (11:00 Hrs)
Last Date & Time of Submission of Tender	28/10/2024 up to 16:00 Hrs
Date & Time of Opening of Un-Priced (Technical) Bid	28/10/2024 up to 16:30 Hrs



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



**AGL/472/T2/ DATA CENTER CLOUD HOSTING /10-2024
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1 INTRODUCTION

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

Hiring of Cloud hosting data backup services for AGL Data Center

3. BRIEF SCOPE OF WORK: Refer Section IV-Scope of Work.

4 CONTRACT PERIOD AND COMPLETION PERIOD :

Completion period for Commissioning of Cloud based services for AGL Servers and backup hosting on cloud shall be 10 days from Order issuance date and contract duration for Cloud hosting and support service shall be one year after commissioning.

5 BIDDING PROCEDURE

Domestic Competitive Tender, Single stage Two bid system.

6 DETAILS OF BID DOCUMENTS

Tender Document Number	AGL/472/T2/ DATA CENTER CLOUD HOSTING /10-2024
Bid document fee (Non refundable)	NIL
Pre Bid Meeting date & time	Please refer Page-1
Bid Submission date and time	
Un-Priced bid opening date and time	
Price bid opening date and time	
Place of Bid Submission and Un Priced Bid Opening	Chief Manager C&P Department Aavantika Gas Limited 2 nd Floor, 202-B, NRK Business Park, Vijay Nagar Square, Indore - 452010

7 BID SECURITY / EMD:

Bid Security / EMD : Rs. 28,800/- in form of DD or Bank Guarantee.

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. NSIC / MSME certificate (updated & valid as on due date of submission to be submitted) shall be duly attested by CHARTERED ACCOUNTANT (CA) AND NOTARY PUBLIC WITH LEGIBLE STAMP.

Bank details for BG/LC (SFMS) receiving through SFMS:

Bank Name: ICICI Bank Limited

Bank IFSC: ICIC0000041

Bank A/c No.: 004105013583

Bank Address: ICICI BANK LTD, MALAV PARISAR,4 CHOTI KHAJRANI, A.B. ROAD.INDORE 452008 (M.P), INDORE

The bidders bank has to send the below details in the BG SWIFT message to our Banker:

77C: Details of Guarantee

7035: ICIC0000041

7036: ICICI BANK LTD, INDORE AC NO 004105013583

7037: AG533170984 Unique Identifier Number (Mandatory)

7038: XXXXX

7039: XXXXXX(XX)DT XX.XX.2023



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8.0 BID DOCUMENT FEE (NON-REFUNDABLE & NON TRANSFERABLE): NIL

Bidders registered with NSIC/MSME under its single point registration scheme are exempted from furnishing Tender Fees and Bid Security. NSIC / MSME certificate (updated & valid as on due date of submission to be submitted) shall be duly attested by CHARTERED ACCOUNTANT (CA) AND NOTARY PUBLIC WITH LEGIBLE STAMP.

9.0 The Bid Document calls for offers on single point “Sole Bidder” basis. Bidders are advised not to submit offers in “Consortium” or “Joint Bid”. Joint bid referred herein is an offer, which seeks order to be placed on more than one party / co-bidder.

10.0 The prices 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.

11.0 Bidder is advised to quote strictly as per scope & terms and conditions of bid document and not to stipulate any deviation / exceptions.

12.0 Purchaser reserves the right to accept or reject any or all bids received at its absolute discretion without assigning any reason, whatsoever. Bid document is non-transferable. Bids received from bidders in whose name Bid Document has been issued shall only be considered. Bidder must submit the Bid Document Fee in their name. Bid Document Fee will be submitted by Bidders as per Clause 7.0 above.

13.0 Bidder shall ensure that Bid Security having a validity of 2 months beyond the offer validity, i.e. validity of 5 months from the bid due date, must accompany the offer in the format made available in the Bid Document. Offer, if unaccompanied with Bid Security, shall be rejected.

14.0 Bids complete in all respects should reach on or before the BID DUE DATE AND TIME. Fax / /Telegraphic/ E-Mail bids shall be rejected.

15.0 AGL shall not be responsible for cost incurred in preparation and delivery of bids.

16.0 This is **ZERO DEVIATION** bid document. The bids shall be evaluated as received without any Reference to the bidder. The Bids not meeting the Technical of this Tender Document will be rejected.

17.0 AGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

18.0 BID EVALUATION CRITERIA:

18.1 TECHNICAL CRITERIA:

Sr. No.	Technical Criteria	Documents to be Submitted
1.	Bidder should have executed at least one similar work (in line with the scope of work of AGL) of supply, Installation, testing and commissioning of cloud hosting services having minimum executed value of Rs 7.20 Lakh in a single order* executed within the last 05 years reckoned from bid due date for any Public/Private sector companies/Govt. Sectors/PSU /Semi Govt. Sectors / MSME industries/ Undertaking companies.	Bidder has to submit a copy of Award Order executed within last 5 years reckoned from the bid due date and its completion certificate by the Client having cross reference to Award Order. In absence of Completion Certificate bidder has to submit Tax Invoice along with Payment Advice having cross reference to Award Order and proof of payment
2.	(OEM/Authorized Partners): A. Bidder should be an Original Equipment Manufacturer (OEM) of the products for which they are quoting as per SOR.OEM can quote either directly or through their authorized System integrator (SI)/ Business partner (BP). B. In case OEM prefer to quote through their authorized SI/BP, the SI/BP should submit a valid Letter of certification of Cloud Partner on OEM’s letterhead duly signed and stamped by OEM’s authorized signatory as well as acknowledged by the concerned SI/BP towards their acceptance of the same.	A. In case bidder is an OEM, a self-Declaration on their letter head that the bidder is OEM of the products for which they are quoting as per SOR is required to be submitted by the bidder. B. In case bidder is a System Integrator (SI)/Business Partner authorized by OEM, they should submit a valid certificate on the Letterhead of OEM that Bidder is authorized SI/BP of the OEM for sale, installation and support of the products for which they are quoting as per SOR, as on the date of submission of the bids.

(*Multiple orders / Contracts issued against a Single Tender process will be considered as a single Order / Contract.)



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18.2 Financial BEC:

➤ **Turnover:**

The contractor should have achieved a minimum turnover of Rs. 7.20 Lakh in any one of the last 3 (three) audited financial years for bid evaluation.

➤ **Working Capital:**

The contractor should have achieved a minimum working capital of Rs. 1.44 Lakhs in any one of the last audited balance sheet for bid evaluation.

➤ **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.

• **Declaration Letter/Certificate for line of credit (If the bidder's working capital is inadequate)**

- i) *Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder.*
- ii) *The bank shall be required to issue the letter from declaration/certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc. The Format for certificate from Bank for Line of Credit is attached as FORM-3C.*

19 EVALUATION AND COMPARISON OF BIDS:

- a) The evaluation shall be done on overall lowest cost basis to the Purchaser.
- b) If quoted amount of two or more L-1 ranked bidders are same, then contract will be awarded to that L-1 bidder whose Turnover as per Last Audited Balance Sheet will be higher.

20 PRE-BID MEETING

- 10.1 The bidder(s) or his official representative, who have purchased the tender document, 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.

Address for submitting the bids

Chief. 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

Chief 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.



Annexure -1 to IFB

CUT-OUT SLIPS

(ENCLOSED CUTOUT SLIP TO BE PASTED ON ENVELOPES OF THE OFFER)



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CUT-OUT SLIP

(Outer Envelope / UN Priced BID / EMD/)

DO NOT OPEN - THIS IS A QUOTATION

CLIENT : AAVANTIKA GAS LIMITED, INDORE
PROJECT : CITY GAS DISTRIBUTION PROJECT
BID DOCUMENT NO. : AGL/472/T2/ DATA CENTER CLOUD HOSTING /10-2024
WORK : HIRING OF CLOUD HOSTING DATA BACKUP SERVICES FOR DATA CENTER
DUE DATE & TIME : To,
C&P Department
Aavantika Gas Limited,
Second Floor 202-B, NRK Business Park,
Vijay Nagar Square, AB Road, Indore-452010
Telephone: +91 (731) 4222520

FROM

NAME:

ADDRESS:

(To be pasted on the Outer and other envelopes containing Technical and Priced bids along with "BID SECURITY/EMD")



**AGL/472/T2/ DATA CENTER CLOUD HOSTING /10-2024
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**CUT-OUT SLIP
(PRICED BID)**

DO NOT OPEN - THIS IS A QUOTATION

CLIENT : AAVANTIKA GAS LIMITED, INDORE
PROJECT : CITY GAS DISTRIBUTION PROJECT
BID DOCUMENT NO. : AGL/472/T2/ DATA CENTER CLOUD HOSTING /10-2024WORK
WORK CENTER : HIRING OF CLOUD HOSTING DATA BACKUP SERVICES FOR DATA
DUE DATE & TIME : To,
C&P Department
Aavantika Gas Limited,
Second Floor 202-B, NRK Business Park, Vijay Nagar
Square, AB Road, Indore-452010
Telephone: +91 (731) 4222520

FROM

NAME:

ADDRESS:

(To be pasted on the Outer and other envelopes containing Priced bid)



SECTION II

INSTRUCTION TO BIDDERS (ITB)



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).
- 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 carrying out 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

- 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.



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 Special Conditions of Contract (SCC)
 - 18.1.5 Forms and Formats
 - 18.1.6 Scope of Work & Schedule of Rate (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-18 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.
- 20.4 In order to allow reasonable time to respond to bidders queries, bidders must submit their queries, if any, at least seven (07) days before the bid submission due date. Queries received after this period will not be considered.

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.



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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. . **(Bids received without EMD shall be rejected)**
- E. Copies of various documents as required as per F-3 (3A,3B).
- F. NO Deviation Confirmation as per Form – 4 on bidder's letter head.
- H. Confirmation that bidder is not banned by any Indian Government organization/ Government Undertaking from quoting as per Form F – 6.
- I Letter of authority in favour of any one or two of Bidder's executives having authority to attend the un - priced and price bid opening as per format F-7
- J. Copy of Un-Priced SOR marked "QUOTED" against the items quoted.
- K. Sealed and Signed Copy of Tender Document along with Addendum / Corrigendum, if any,
- L. 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.

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, provision of safety gadgets to their personnel, transportation, conveyance, trainings, recruitments, communication charges, cost for providing tools & tackles, equipments, machineries, minimum spares, etc. and nothing extra shall be payable by the Employer.

24 PERIOD OF VALIDITY OF BIDS

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



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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), Special Conditions of Contract (SCC), Instructions to Bidder (ITB), Scope of work, technical specifications etc. to avoid delay 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. 29 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.
- 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



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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 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.



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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
 - 36.2.14 If any Vendor is adjudged as POOR Performer by AGL in preceding 12 Months from Tender bid due date, the bid submitted by such Vendor will NOT be considered.

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.

39 EVALUATION AND COMPARISON OF BIDS : Refer Section 19 of IFB of Tender document.

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.



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- 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 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

- 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 Ten (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



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- 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 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 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.
- 50.6 Job(s) executed for bidder's own concern/company will not be considered for bidder's qualification.
- 50.7 In case of non-compliances to Contract terms & conditions, Technical Specifications/ Requirements, poor quality of work, damages etc Owner may deduct the amount from any money due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or any other CONTRACT currently being executed or already completed by the CONTRACTOR or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the OWNER of such claims.



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51.0 GST CLAUSE:

1. Within the contractual delivery period, the statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to AGL's account.

Any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period shall be to Supplier's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Purchaser.

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

2. In case of statutory variation(s) in the taxes & duties mentioned at clause no. 4.1 above, the Supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid Due Date and on the date of revision. Claim for payment of Statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within Two [02] months from the date of issue of such Government Notification otherwise such claim may not be entertained.
3. **New Taxes & Duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining its applicability with respect to the Contract.
4. Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.
5. Supplier shall ensure timely submission of correct invoice(s), as per GST rules/ regulations, with all required supporting document(s) within a period specified in Contract to enable AGL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.
6. If input tax credit is not available to AGL for any reason not attributable to AGL, then AGL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct/ setoff /recover such GST (CGST & SGST/UTGST or IGST) together with all penalties and interest, if any, against any amounts paid or payable by AGL to the Supplier.
7. In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of AGL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from AGL to the government exchequer, then, that Supplier shall be put under Holiday list of AGL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.
8. AGL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.
9. However, in case any unregistered bidder is submitting their bid, there prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid, if payable by AGL under Reverse Charge Mechanism. Where AGL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.
10. In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by AGL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then AGL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) to such vendor and shall also be entitled to deduct / recover such GST (CGST & SGST/UTGST or IGST) along with all penalties / interest, if any, incurred by AGL.
11. **Anti-profiteering clause** - As per Clause 171 of GST Act, it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Service Provider may note the above and quote their prices accordingly.
12. GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions.
13. The rate of GST as quoted in Priced Schedule shall be considered as the prevailing present applicable rates on the Bid due date and same shall be considered for price comparison as well as for ordering, in the event for such L-1 bidder, Work Order will be issued with actual applicable GST% limiting total Work Order Value within the total quoted value. Any error of judgment on part of the Bidder in identifying the present applicable rates shall not be admitted. The applicable rate of GST as indicated by the bidders in Priced Schedule shall be considered as the maximum payable in the event when no statutory variations take place and any remainder/balance GST, if payable, beyond that quoted rates shall be borne by the Bidder.

However, in the event of any statutory variations in the rate of GST, if the quoted rates are found erroneous then the base rates for calculation of statutory variations for the purpose of reimbursement of GST shall take into account either the rates actually prevalent on the due date of submission of bid or the erroneous rates quoted



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by the Bidders whichever is beneficial to AGL. Consequently, any difference in GST if it becomes payable to the tax authorities shall be borne by the Bidder.

Below example demonstrate issuing Work/PURCHASE Order as per above clause:

Sr. No. (1)	Bidder Name (2)	Base Rate in Rs. (3)	GST% (4)	GST Amount Rs. (5) = (3x4)	Total Amount Including GST in Rs. (6) = (3+5)	Actual Applicable GST
Case – 1						
Rates quoted by Lowest bidder						
1.	XXXX	100	5%	5	Rs. 105	12%
In above Case Work Order will be awarded as;						
1.	XXXX	93.75	12%	11.25	Rs. 105	
Case – 2						
Rates quoted by Lowest bidder						
1.	XXXX	100	12%	12	Rs. 112	5%
In above Case Work Order will be awarded as;						
1.	XXXX	100	5%	5	Rs. 105	

52.0 VENDOR EVALUATION PROCEDURE

1.0 PROCEDURE FOR EVALUATION FOR PERFORMANCE OF VENDORS/SUPPLIERS/CONTRACTORS/CONSULTANTS

2.1 GENERAL

A system for evaluation of Vendors/Suppliers/Contractors/Consultants and their performance is a key process and important to support an effective purchasing & contracting function of an organization. Performance of all participating Vendors /contractors /consultants need to be closely monitored to ensure timely receipt of supplies from a vendor, completion of an assignment by a consultant or complete execution of order by a contractor within scheduled completion period. For timely execution of project and meeting the operation & maintenance requirement of Operating Plant / Location, it is necessary to monitor the execution of order or contract right from the award stage to completion stage and take corrective measures in time.

2.2 OBJECTIVE

The objective of evaluation of performance aims to recognize, and develop reliable Vendors/ Suppliers/ Contractors/ Consultant so that they consistently meet or exceed expectations and requirements. The purpose of this is to put in place a system to monitor performance of Vendors/ Suppliers/ Contractors / Consultants associated with AGL in Project and O&M so as to ensure timely completion of various project, timely receipt of supplies including completion of works & services for operation and maintenance of Operating Plant / Location and quality standards in all respects.

2.3 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

Performance rating data sheet for each and every Vendor/Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs 07 Lakhs and above is recommended to be drawn up. Further, Performance rating data sheet for orders/contracts of Vendor/Supplier/Contractor/Consultant who are on watch list/holiday list/banning list shall be prepared irrespective of order/contract value. These data sheets are to be separately prepared for orders/contracts related to Projects and O&M within 30 days after execution of Order/Contract. Format, Parameters, Process, responsibility for preparation of Performance Rating Data sheet are separately mentioned.

In case of non-performance, these data sheets are to be prepared, as and when need arises.



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ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/Supplier/Contractor/Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

iii) Initiation of Measures:

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/Supplier/Contractor/Consultant. Response of Vendor/Supplier/Contractor/Consultant would be considered before deciding further course of action.

iv) Implementation of Corrective Measures:

Based on the response of Vendor/Supplier/Contractor/Consultant pertaining to ongoing or completed orders/contracts, concerned Authority as specified in POWO would take approval from Competent Authority and recommend for continuation or discontinuation of such party from the business of AGL.

v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

Note: All departments other than Projects like O&M, HSE, HR, F&A, Marketing etc. will be covered under definition of O&M.

2.4 EXCLUSIONS:

The following would be excluded from the scope of evaluation of performance of Vendor/Supplier/Contractor/Consultant:

- i) Orders/Contracts below the value of Rs 07 Lakhs if Vendor/Supplier/Contractor/Consultant is not on watch list/holiday list/banning list.
- ii) Orders for Miscellaneous/Administrative items/Non stock Non valued items.

However, concerned Engineer-in-Charge/OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M due to non-performance of Vendor/Supplier/Contractor/Consultant in all such cases.

**2.5 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/
SUPPLIERS/CONTRACTOR/CONSULTANTS**

2.5.1 FOR PROJECTS:

- i) Evaluation of performance of Vendors/Suppliers/Contractors/Consultants in case of PROJECTS shall be done within 30 days of Commissioning of any Project / Completion of Contract.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format enclosed) for all Orders and Contracts excluding cases under Para 2.4.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

Sr. No.	Performance rating	Action
1	POOR	Seek explanation for Poor performance
2	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future



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4	VERY GOOD	No further action
5	EXCELLENT	Appreciation Letter to the concern

- iv) Reply from the concerned Vendor/Supplier/Contractor/Consultant shall be examined by EIC. In case of satisfactory reply, Performance Rating data sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken based on recommendations of site level committee and HO level committee:

The methodology for processing of cases of "POOR" (as per Performance Rating) shall be as under:

- i) *Within 7 days of issuance of explanation Letter by EIC or no reply/receipt of non-satisfactory reply to explanation letter for "Poor" Performance Rating, site level committee will recommend the case to HO level committee.*
- ii) *On receipt of above details from Site level committee, HO level committee will take approval from Competent Authority and accordingly HOD (C&P) will issue Advisory notice (duly vetted by Law Department) to Vendor/Supplier/Contractor/Consultant for putting them on watch list for a Period of Three (03) Years.*
The copy of Advisory notice will also be sent to all OICs/HoDs for instructing EICs to closely monitor the performance of such Vendor/Supplier/Contractor/Consultant in other ongoing/new Orders/Contracts placed on them.
Simultaneously AGL's SAP/Portal will be Yellow Flagged for such Vendor.
- iii) *For the case of "Subsequent Instances" in other ongoing order (s)/ contract (s) or new order (s)/ contract (s) on such Vendor/Supplier/Contractor/Consultant, the matter will be deliberated by the site level committee and recommendations to be forwarded to C&P for further deliberation by a HO Level Committee consisting of following:*
 - (1) HOD (C&P)
 - (2) HOD (F&A)
 - (3) HOD (HSE-Q)
 - (4) HOD of Concerned department.

All other subsequent process of committee recommendation for issuance of Show Cause Notice (SCN) cum suspension order, vetting of same etc will be as per vendor performance.
On receipt of reply to SCN, C&P will forward the same to concerned OIC/HoD at HO for point wise reply to issues bought out by Vendor/Supplier/Contractor/Consultant in their reply to show cause notice.
On receipt of recommendation from site committee through OIC/HoD at HO, the matter will once again be deliberated by the aforesaid HO level committee. All other subsequent process of committee recommendation for keeping the Vendor/Supplier/Contractor/Consultant on holiday or otherwise, vetting of speaking order, approval etc. will be as per vendor performance.

- A) **Where Performance rating is "POOR"** (as per Performance rating carried out after execution of Order/Contract and where no reply/unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/Consultant along with Sharing the Performance rating)

Recommend such defaulting Vendor/Supplier/Contractor/Consultant for the following action:

- 1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - a) **First Instance: Holiday (Red Card) for Two Years, and effect of Holiday will be as mentioned in Clause No. 2.7**
 - b) **Subsequent instance (s) in other ongoing order (s) / contract (s) or new order (s) / contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Three Years.**



2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
- First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/Consultant shall be put on watch list for a period of Three (03) Years.
 - Second such instance in other ongoing order (s) / contract (s) or new order (s) / contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (red Card) for a period of One Year.**
 - Subsequent instances (more than two) in other ongoing order (s) / contract (s) or new order (s) / contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for Three Years**

(B) Where Poor/Non-Performance leading to termination of contract or offloading of contract due to poor performance attributable to Vendor/Supplier/Contractor/Consultant (under relevant Contract Clauses)

- First Instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/Consultant shall be put on watch list for a period of Three (3) Years.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated/offloaded. Moreover, it will be insured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/contract (s) or new contract / order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/non-performance in other ongoing order (s)/ contract (s) or new order (s)/ contract (s) on such Vendor/Supplier/Contractor/Consultant.

- Second instances** in other ongoing order (s)/ contract (s) or new order (s)/ contract (s) on such Vendor/Supplier/Contractor/Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for suspension.
- Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s)/ contract (s) on such Vendor/Supplier/Contractor/Consultant: **Holiday (Red card) for period of Three Years and they shall also to be considered for suspension.**

A provision in AGL's SAP/Portal will be made for flagging (**Yellow card and Red card**) of such Vendor/Supplier/Contractor/Consultant so as to track their performance. List of such Vendor/Supplier/Contractor/Consultant shall also be uploaded on the AGL's intranet/web site.

Further, the bidder status regarding Yellow card should be mentioned in the **TCR/Proposal for Price Bid Opening** so that delivery/execution may be closely monitored by the concerned.

2.5.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described above in 2.5.1 except the functions of Project Manager will be performed by concerned In-charges of user departments such as Project, Marketing, HR, Finance, HSE etc.

2.5.3 FOR OPERATION & MAINTENANCE:

- Evaluation of performance of Vendors/Suppliers/Contractors/Consultants in case of Operations and maintenance shall be done within 30 days of execution of order/contract or Completion of Contract.



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- ii) After execution of orders/contracts a Performance Rating Data Sheet (Format enclosed) shall be prepared by respective Engineer-in-Charge excluding cases under Para 2.4.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge:

Sl. No.	Performance rating	Action
1	POOR	Seek explanation for Poor performance
2	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future
4	VERY GOOD	No further action
5	EXCELLENT	Appreciation Letter to the concern

- iv) Reply from the concerned Vendor/Supplier/Contractor/Consultant shall be examined. In case of satisfactory reply, Performance Rating data sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken based on recommendations of site level committee and HO level committee:

The methodology for processing of cases of "POOR" (as per Performance Rating) shall be as under:

- i) *Within 7 days of issuance of explanation Letter by EIC or no reply/receipt of non-satisfactory reply to explanation letter for "Poor" Performance Rating, site level committee will recommend the case to HO level committee.*
- ii) *On receipt of above details from Site level committee, HO level committee will take approval from Competent Authority and accordingly HOD (C&P) will issue Advisory notice (duly vetted by Law Department) to Vendor/Supplier/Contractor/Consultant for putting them on watch list for a Period of Three (03) Years.*

The copy of Advisory notice will also be sent to all OICs/HoDs for instructing EICs to closely monitor the performance of such Vendor/Supplier/Contractor/Consultant in other ongoing/new Orders/Contracts placed on them.

Simultaneously AGL's SAP/Portal will be Yellow Flagged for such Vendor.

- iii) *For the case of "Subsequent Instances" in other ongoing order (s)/ contract (s) or new order (s)/ contract (s) on such Vendor/Supplier/Contractor/Consultant, the matter will be deliberated by the site level committee and recommendations to be forwarded to C&P for further deliberation by a HO Level Committee consisting of following:*

- (5) HOD (C&P)
- (6) HOD (F&A)
- (7) HOD (HSE-Q)
- (8) HOD of Concerned department.

All other subsequent process of committee recommendation for issuance of Show Cause Notice (SCN) cum suspension order, vetting of same etc will be as per vendor performance.

On receipt of reply to SCN, C&P will forward the same to concerned OIC/HoD at HO for point wise reply to issues bought out by Vendor/Supplier/Contractor/Consultant in their reply to show cause notice.

On receipt of recommendation from site committee through OIC/HoD at HO, the matter will once again be deliberated by the aforesaid HO level committee. All other subsequent process of committee



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recommendation for keeping the Vendor/Supplier/Contractor/Consultant on holiday or otherwise, vetting of speaking order, approval etc. will be as per vendor performance.

- A) **Where Performance rating is “POOR”** (as per Performance rating carried out after execution of Order/Contract and where no reply/unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/Consultant along with Sharing the Performance rating)

Recommend such defaulting Vendor/Supplier/Contractor/Consultant for the following action:

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - a) **First Instance: Holiday (Red Card) for Two Years, and effect of Holiday will be as mentioned in Clause No. 2.7**
 - b) Subsequent instance (s) in other ongoing order (s) / contract (s) or new order (s) / contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Three Years
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
 - a) First such instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/Consultant shall be put on watch list for a period of Three (03) Years.
 - b) Second such instance in other ongoing order (s) / contract (s) or new order (s) / contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (red Card) for a period of One Year.
 - c) Subsequent instances (more than two) in other ongoing order (s) / contract (s) or new order (s) / contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for Three Years

(B) Where Poor/Non-Performance leading to termination of contract or offloading of contract due to poor performance attributable to Vendor/Supplier/Contractor/Consultant (under relevant Contract Clauses)

- (a) **First Instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/Consultant shall be put on watch list for a period of Three (3) Years.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated/offloaded. Moreover, it will be insured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/contract (s) or new contract / order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/non-performance in other ongoing order (s)/ contract (s) or new order (s)/ contract (s) on such Vendor/Supplier/Contractor/Consultant.

- (b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s)/ contract (s) on such Vendor/Supplier/Contractor/Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for suspension.
- (c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s)/ contract (s) on such Vendor/Supplier/Contractor/Consultant: **Holiday (Red card) for period of Three Years and they shall also to be considered for suspension.**



A provision in AGL Portal will be made for flagging (**Yellow card and Red card**) of such Vendor/Supplier/Contractor/Consultant so as to track their performance. List of such Vendor/Supplier/Contractor/Consultant shall also be uploaded on the AGL's web site.

Further, the bidder status regarding Yellow card should be mentioned in the **TCR/Proposal for Price Bid Opening** so that delivery/execution may be closely monitored by the concerned.

2.6 REVIEW & RESTORATION OF PARTIES PUT ON HOLIDAY

An order for Holiday passed for a certain specific period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/Supplier/Contractor/Consultant is put on a Holiday due to quality, and new order is placed on bidder after restoration of Vendor/Supplier/Contractor/Consultant, such order will be properly monitored during execution stage by the concerned site incharge.

2.7 EFFECT OF HOLIDAY

- A) If a Vendor/Supplier/Contractor/Consultant is put on Holiday, such Vendor/Supplier/Contractor/Consultant should not be considered in ongoing tenders/future tenders.
- B) However, if such Vendor/Supplier/Contractor/Consultant is already executing any other order/contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and condition of the contract.
- C) Effect on other ongoing tendering:
 - i) After issue of the enquiry/bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
 - ii) After opening of the Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
 - iii) After opening of Price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L-1), then such tender shall also be cancelled and re-invited.

- 2.8** While putting the Vendor/Supplier/Contractor/Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/Supplier/Contractor/Consultant shall not be considered for putting on holiday list.

Any Bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

- 2.9** In an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to AGL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

2.10 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY

- a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of Holiday order.
- b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.



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- d) "Appellate Authority" shall mean Committee of nominee director of either GAIL or HPCL other than Chairman of the AGL Board and Executive management i.e. Managing Director and Director (Commercial) of Aavantika Gas Limited.

2.11 ERRANT BIDDER

In case after price bid opening the lowest evaluated bidder (L-1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, AGL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s).

Further, such bidder will be put on watch List (Yellow card) for a period of three years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/contract (s) or new contract/ order (s).

In case of subsequent instances of default in other tender(s) during aforesaid watch list period, the action shall be initiated as per provision of Sl. No. 2 of Para (A) of Clause no. 2.5.1 (v).

The Yellow card will be automatically revoked after specified period unless the same is converted into Red Card.

- 2.12** In case GST department or any other Statutory department brings to the notice of AGL that a party has not paid to the credit of the Government the GST or any Statutory payment collected from AGL, then party will be put on holiday for a period of Six months after following the due procedure, including holding his payment.
- 2.13** All departments other than Projects like O&M, HSE, HR, F&A, Marketing etc. will be covered under definition of O&M.
- 2.14** Further, **PERFORMANCE RATING DATA SHEET** (FOR PROJECTS/CONSULTANCY JOBS/O&M) is enclosed for reference for Evaluation of Performance of Vendors/ Suppliers/ Contractors/ Consultants.
- 2.15** Site level committee of Three members shall be formed for location other than Indore (HO), comprising of OIC of the location and available senior most members at the location of User and HSE-Q department.
Site level committee of Two members shall be formed for Indore location, comprising of available senior most members of User and HSE-Q department below HOD level.
- 2.16** As per the recommendations received from Site level Committee and HO level Committee, Head of the C&P department has to take Approval from Competent Authority prior issuing any letter to vendor regarding putting a vendor on a Watch list or Holiday list.
However, Show Cause/Explanation notices for putting vendors on Watch list or Holiday list may be issued by HOD of user department or HOD (C&P).



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**AAVANTIKA GAS LIMITED
PERFORMANCE RATING DATA SHEET**

- (i) Project/Work Centre :
- (ii) Order/Contract No. & Date :
- (iii) Brief description of Items Works/Assignment:
- (iv) Order/Contract value (Rs.) :
- (v) Name of Vendor/Contractor/ Supplier/Consultant :
- (vi) Contractual delivery/ Completion Schedule:
- (vii) Actual delivery/ Completion date:

Performance Parameter	Delivery/Completion Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated (*)				

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

- (#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/ sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.
- (*) Allocation of marks would be as per enclosed instructions
- (**) Performance rating shall be classified as under:

Sl. No.	Range (Marks)	Rating
1.	60 & below	POOR
2.	61 - 70	FAIR
3.	71 - 80	GOOD
4.	81 - 90	VERY GOOD
5.	MORE THAN 90	EXCELLENT

Signature of Authorized signatory with Name & Designation

INSTRUCTIONS FOR ALLOCATION OF MARKS

Marks are to be allocated as under:

- i. DELIVERY/COMPLETION PERFORMANCE: 40 MARKS**



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Delivery Period / completion Schedule		Delay in Weeks	Marks
a)	Up to 3 months	Before CDD	40
		Delay up to 3 weeks	35
		Delay up to 6 weeks	30
		Delay up to 9 weeks	25
		Delay up to 12 weeks	20
		Delay up to 15 weeks	15
		More than 15 weeks	0
b)	Above 3 months	Before CDD	40
		Delay up to 4 weeks	35
		Delay up to 8 weeks	30
		Delay up to 10 weeks	25
		Delay up to 16 weeks	20
		Delay up to 20 weeks	15
		Delay up to 24 weeks	10
		More than 24 weeks	0

ii. QUALITY PERFORMANCE

40 MARKS

For Normal Cases: No Defects/No Deviation/No failure:

40 marks

i)	Rejection/Defects	Marks to be allocated on pro-rata basis for acceptable quantity as compared to total quantity for normal cases	10 Marks
ii)	When quality failure endangers the system integration and safety of the system.	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii)	Number of deviations	No. deviation No. of deviations ≤ 2 No. of deviations > 2	5 Marks 2 marks 0 marks

**iii. RELIABILITY PERFORMANCE
FOR WORKS / CONTRACTS**

20 MARKS

i) Submission of order acceptance, agreement, PBG,

4 marks



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	Drawings and other documents within time	
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS & E requirements Or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks

FOR SUPPLIES

i)	Submission of order acceptance, PBG , Drawing and other documents within time	5 marks
ii)	Attending complaints and requests for after Sales service/warranty repairs and/or query/advice (up to the evaluation period)	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

EIC Signature:

EIC Remarks:



SECTION III

SPECIAL CONDITIONS OF CONTRACT (SCC)



1. DEFINITIONS AND INTERPRETATIONS

In addition to meaning ascribed to certain initial capitalised terms in “GCC”, following initial capitalised terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in “GCC”, the meaning ascribed to such term hereunder shall prevail.

1.1. Definitions

Bid Documents Shall mean documents issued to the bidder pursuant to IFB and listed in ITB Clause 7.

Effective Date Shall mean the date on which Contractor’s obligations will commence and that will be the date of First Notification of Award / Fax of Intent.

2. INTERPRETATIONS

- 2.1. Where any portion of the GCC is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears, the provisions of the SCC shall be deemed to govern the provisions of the GCC and SCC provisions shall prevail to the extent of such repugnancy, or variations exist.
- 2.2. In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- 2.3. Notwithstanding the sub-division of the Contract Documents into 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 Agreement so far as it may be practicable to do so.
- 2.4. All headings, subtitles and marginal notes to the clauses of the GCC, SCC or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
- 2.5. The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalized term.

3. CONTRACT PERIOD AND COMPLETION PERIOD :

Completion period for Commissioning of Cloud based services for AGL Servers and backup hosting on cloud shall be 10 days from Order issuance date and contract duration for Cloud hosting and support service shall be one year after commissioning.

4. PRICE REDUCTION SCHEDULE (PRS)

- 3.1 In case, the vendor fails to complete the work/services within stipulated period then unless such failure is due to force majeure, there will be reduction in contract price @ ½% for each week of delay or part thereof subject to maximum of 5% of Order Value (Excluding Taxes and Duties). In case of delay, the invoices shall be submitted after deducting the price, as above, due to delay. However, PRS shall not be applicable, in case the delay is for the reasons beyond Contractor’s control, to be established by OIC (Officer-in-charge).
- 3.2 Owner may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to contractor from its obligations or liabilities under the contract or by recovery against the performance bank guarantee. Both Owner and contractor agree that the above percentage of price reduction are genuine pre-estimates of the loss/ damage which Owner would have suffered on account of delay/ breach on the part of contractor and the said amount will be payable on demand without there being any proof of the actual loss/ damage caused by such delay/ breach. Owner decision in the matter of applicability of price reduction shall be final and binding.

5. DEFECT LIABILITY PERIOD:

The Cloud solution and its associated items supplied by Vendor will be under manufacturer standard warranty period. The vendor shall replace/repair the Cloud services and its associated accessories supplied by them during defect liability period. The Vendor warrants that the items/services supplied are meeting the specified requirement and will replace/rectify/repair any defective supplied item/services as per the instructions from Owner (AGL).



6. PERFORMANCE BANK GUARANTEE:

Within 15 days from the date of award of Order, the Bidder shall furnish Performance Guarantee in the form of Bank Guarantee to the PURCHASER, for an amount equivalent to 10% of the Order value (Excluding taxes & duties). Performance Bank guarantee shall be valid for a period of 3 months beyond the expiry of the contract.

7. ABNORMALLY HIGH RATE ITEMS

The bidder is expected to quote rate for each item after careful analysis of cost involved for the performance of the complete item considering all specifications and Conditions of Contract. In case it is noticed that the rate quoted by the bidder of individual items rates are higher by more than 50% of the estimated rates then such items shall be considered abnormally high rated items i.e. AHR items.

Abnormal High Rate (AHR) items

The quantity of high rate items shall be restricted to the SOR quantities Execution of AHR items beyond the SOR quantities shall be made at the least of the following rates:

- A) Average rates of the item of all the qualified bidders
- B) The rate estimated at the time of tendering.



**SECTION IV
SCOPE OF WORK & PAYMENT TERM**



SCOPE OF WORK

1. On premises Server backup is required on Azure cloud.
2. Backup Retention Policy :-
30 Days Daily Backup
4 Weekly Backup
1 Monthly Backup
2. Vendor will not remove yearly backup files from cloud until the confirmation from Aavantika gas limited.
3. In the shared server backup with storage account ,back up policy type is standard and access tier is cold ,Redundancy is LRS,AGL current data backup size is approximate 24TB to 28 TB expandable with standard support.
4. We are maintaining cold backup of all server's and VM's images in LRS zone . If we want to access the backup data on cloud, in that case we need to create a Virtual machine instance on the azure cloud/download data and create server's on premises.
5. Using the backup that we have taken on the azure cloud, we will create 02 nos. of critical servers, Virtual active Instances on the cloud, but cannot put it directly into production. In case our primary production will be down, we can start our cloud server instances.
6. The server backup is based on the initial required and information share by AGL authority.
7. Vendor has to provide MS azure account to AGL IT team with login credentials for checking the backup dashboard and consumption related activities, etc. on cloud.
8. Vendor has to provide active instances for 02 server on cloud in central zone with clustering and daily based data replication. Vendor has to provide Mock DR drill services where we will down the primary instances and UP the secondary instances with minimum downtime. Vendor has to provide Mock DR drill services for testing in half yearly period.
9. Penalty: - In case, daily incremental backup services is down due to any technical issue from OEM or vendor's end. AGL will impose penalty of Rs.1000/- per day to Vendor.

Payment Terms:

Payment shall be made strictly as per below schedule: -

- a. 100% (GST Compliant Invoice) Invoice value with taxes and duties will be paid within 10 working days, post completion of each month for Cloud services and on submission of invoice, in duplicate.
- b. Payment will be made Only After Delivery/Completion/Installation of Cloud based services for Data centre and proper working and ensuring technical suitability/feasibility of cloud hosting services.
- c. Payment of Invoices will be certified by OIC (Officer-in-charge).
- d. Payment will be made by way of normal banking channels.



**SECTION V
GENERAL CONDITIONS OF CONTRACT (GCC WORKS)**



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 SCC.
- 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 despatch, 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 SCC.
- 51.15 'Services' or 'Ancillary Services' means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Contractor covered under the scope of the Agreement.
- 51.16 'Site' or 'Employer's stores' means the place or places named in tender document.
- 51.17 'SCC' means the SPECIAL CONDITIONS OF CONTRACT forming a part of the Contract Documents.
- 51.18 'Supplier' or 'Seller' or 'Contractor' means the individual person or firm or body corporate supplying the Goods and Ancillary Services under the Agreement.
- 51.19 '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 Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of 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 Within 15 days from the date of award of the Work Order, the Bidder shall furnish Security Deposit in the form of Bank Guarantee/DD for an amount equivalent to 10% of Contract value. Performance Bank guarantee shall be valid for a period of 3 months beyond the expiry 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.
- 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:



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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 INSPECTIONS AND TESTS

- 55.1 The Contractor will submit to Employer the quality assurance plan (QAP) regarding manufacture and testing of all the items required under the Agreement within 30 days of Notification of Award (unless otherwise stated in SCC). Employer will then review the QAP and inform the Contractor, the stages when the Employer/ Inspector/ Engineer would witness the tests and/ or inspect the Goods under manufacturing, beyond which the progress of the specified activity/ manufacturing will not proceed, without written approval.
- 55.2 The Employer or its representative shall have the right to inspect and / or to test the Goods to confirm their conformity to the requirements of the Agreement at no extra cost to the Employer. SCC and / or the Technical Specifications shall specify what inspections and tests the Employer requires and to the extent feasible, where they are to be conducted. All costs for such inspections and tests except the cost of travel, board and lodge of the Employer's representative / Inspector shall be to the account of the Contractor. The Employer shall notify the Contractor in writing, in a timely manner, of the identity of any such representatives, (if outside of Employer's organisation) retained by it for these purposes.
- 55.3 If any inspected or tested Goods fail to conform to the Specifications, the Employer may reject the Goods, and the Contractor shall either replace the rejected Goods meeting the Specification requirements or make alterations necessary to meet Specification requirements free of cost to the Employer.

56 TRANSPORTATION

- 56.1 Transportation of all items covered in the scope of contractor, will be arranged by contractor at his own cost including insurance and storage. Contractor will also be responsible for taking delivery of free issue material from Employer's store and Transportation to place of work,

57 GUARANTEE/ WARRANTY/ DEFECT LIABILITY PERIOD

- 57.1 The Contractor warrants that the work carried out under the Agreement are meeting the requirement of the Bid document and will rectify/ repair any defective work on receipt of instructions from Employer. Defect liability period shall be 12 months from the date of handing over of the system to AGL
- 57.2 The Employer shall promptly notify the Contractor in writing of any claims arising under this warranty.
- 57.3 Upon receipt of such notice, the Contractor shall, within a reasonable period, repair or replace the defective Goods or parts thereof, free of cost to the Employer. The Contractor may take over the replaced parts/ Goods at the time of their replacement. No claim whatsoever shall lie on the Employer for the replaced parts/ goods thereafter. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected / replaced Goods or item or material shall be extended to a further period of twelve (12) Months from the date of such repair/replacement if put to use immediately or eighteen (18) Months.
- 57.4 If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, the Employer may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Agreement.

58 PRICES

- 58.1 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.

59 TAXES, DUTIES, ETC.

- 59.1 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



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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.

- 59.2 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.
- 59.3 Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

60 STATUTORY VARIATION

- 60.1 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.

61 PAYMENT

- 61.1 Contractor shall submit his RA bill to the respective Engineer-In-Charge of Employer, attaching all the required documentary proof confirming there upon that all statutory obligations as per rules are being observed. Un-disputed payment shall be made to the contractor through Finance Department against Bills, duly certified by respective Employer's Engineer-In-Charge within 15 (Fifteen) days, if found in order. No interest shall be paid in case of delay in payments. For payment terms, refer clause no. 5 & 6 of SCC.
- 61.2 Payment shall be released after applicable tax deductions at source as per rules & acts enforced during the tenancy of the contract.

62 SUBCONTRACTING

- 62.1 Refer Clause number 105 of GCC of this Bid Document.

63 DELAYS IN THE CONTRACTOR'S PERFORMANCE

- 63.1 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.
- 63.2 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:
- 63.2.1 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 completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.
- 63.2.2 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.



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- 63.3 In such events of above sub-clauses:
- 63.3.1 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.
- 63.3.2 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.
- 63.4 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.
- 63.5 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.
- 63.6 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
- 63.7 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.
- 64 CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 63**
- 64.1 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 63 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.

65 TERMINATION FOR DEFAULT

- 65.1 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.
- 65.2 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.
- 65.3 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.
- 65.4 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.

66 CHANGE IN CONSTITUTION

- 66.1 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 clause 62 hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

67 MEMBERS OF THE EMPLOYER NOT INDIVIDUALLY LIABLE

- 67.1 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

68 CONTRACTOR'S OFFICE AND STORE AT SITE (As Applicable)

- 68.1 The CONTRACTOR shall provide and maintain an office and at the site for the accommodation of his Engineer and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications.



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68.2 The contractor shall provide and maintain stores at site with sufficient covered area and lock & key arrangement for receiving, proper stocking and issue/return of all material under his scope of work as defined in the tender document. Further, the contractor shall maintain proper documentation of stocks and receipt & issue of material and update the same on daily basis by deploying dedicated resources as specified by the Engineer-In-Charge. The space so provided shall be in addition to and distinctly separate from the free-issue material by the Employer for proper identification and verification of both types of stocks at any time.

69 CONTRACTOR TO INDEMNIFY THE EMPLOYER

69.1 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.

69.2 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.

69.3 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.

70 SAFETY REGULATIONS

70.1 In respect of all labour, directly or indirectly employed in the WORK for the performance of CONTRACTOR's part of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes and abide by all labour laws, fire and statutory regulations and keep the Employer indemnified in respect thereof.

71 OTHER AGENCIES AT SITE

71.1 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

72 LIENS

72.1 The EMPLOYER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.

72.2 If, at any time there should be evidence or any lien or claim for which the EMPLOYER might have become liable and which is chargeable to the CONTRACTOR, the EMPLOYER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the EMPLOYER against such lien or claim and if such lien or claim be valid, the EMPLOYER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the EMPLOYER all money that the



latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. EMPLOYER reserves the right to do the same

73 TERMINATION FOR EMPLOYER'S CONVENIENCE

- 73.1 The Employer, by written notice sent to the Contractor, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Contractor under the Agreement is terminated, and the date upon which such termination becomes effective.
- 73.2 The Goods that are complete and ready for shipment/ dispatch as on the date of Contractor's receipt of notice of termination shall be accepted by the Employer on the terms and prices mutually agreed at that time.
- 73.3 For the remaining Goods, the Employer may elect:
- (a) to have any portion completed and delivered at the Agreement terms and prices and / or
 - (b) to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Contractor; and/or
 - (c) to pay any reasonable and demonstrable otherwise non recoverable expenses incurred by the Contractor.

74 PAYMENT IF THE CONTRACT IS TERMINATED

- 74.1 If the CONTRACT shall be terminated as per Bid pursuant to Clause no. 65 of GCC, the CONTRACTOR shall be paid by the EMPLOYER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:
- a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN-CHARGE of any such items or service comprised in which has been partially carried out or performed.
 - b) Any other expenses which the CONTRACTOR has spent for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by EMPLOYER for payment, based on documentary evidence of his having incurred such expenses.
- 74.2 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the EMPLOYER.
- a) Any and all completed works.
- 74.3 Such partially completed WORK including drawings, information and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.

75 NO WAIVER OF RIGHTS

- 75.1 Neither the inspection by the EMPLOYER or any of their officials, employees, or agents nor any order by the EMPLOYER for payment of money or any payment for or acceptance of the whole or any part of the Work by the EMPLOYER nor any extension of time, nor any possession taken by EMPLOYER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the EMPLOYER, or any right to damages herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.

76 PLANNING

- 76.1 Unless otherwise stated in the Agreement, the Contractor shall furnish to Employer not later than fifteen (15) Days from date of Notification of Award the following:



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A bar chart, or similar, including the network of activities if required on account of the complexity of the Agreement, showing the time-scale of the main steps in the carrying out of his obligations, and showing at least :

- the dates at which the Contractor has to supply the information's and documents stipulated by the award,
- the dates at which the main orders for materials and equipment (bought out items) must normally be placed, and the required Completion dates for these,
- the method by which the Goods and /or Services are carried out outside the Site so that the contractual time-limits can be met,

76.2 The organizational chart, with names, of the team in control of the studies and the carrying out of the work. The Contractor describes the liaisons between said team and his existing structure. Contractor will state the skills and experience of the personnel involved regarding similar projects. This organizational chart also shows the links with his sub-contractors.

76.3 This planning does not relieve the Contractor of any of its obligations including Completion Schedule.

76.4 The details of site office and site stores for stocking the material in his scope of work as well as the free issued material.

77 PROGRESS

77.1 The planning (bar chart or similar physical progress forecast and quantities of manpower) established as per Clause 76 shall be used as a reference to regularly monitor the progress of the Contractor's obligations. In particular, the latter requires furnishing to the Employer in principle monthly, the actual physical progress computed by the method referred to in GCC Clause 76.

77.2 The planning is to be updated regularly by the Contractor, and is reviewed when the Employer so requests, any time particular circumstances significantly affect the elements that were taken into account when the planning was established.

77.3 If the work progress rate is deemed insufficient to meet the prescribed time-limits, the Employer will notify this to the Contractor and will demand that Contractor defines, in writing and within fifteen (15) Days, the measures he intends to take in order to improve the rate of progress, which measures have to receive the prior approval of the Employer.

77.4 The Employer and/or reserve the right to have the progress of studies, procurement, work or any other contractual services monitored by any person of their choice, without this right in any way diluting the Contractor's obligations.

78 WORK IN MONSOON AND DEWATERING

78.1 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.

78.2 During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water logging at his own cost.

79 WORK ON SUNDAYS AND HOLIDAYS

79.1 For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the EMPLOYER shall have no liability whatsoever on this account.

80 SETTLEMENT OF DISPUTES

80.1 The rules of procedure for arbitration proceedings shall be as per Indian Arbitration and Conciliation Act 1996 or as amended.



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- 80.2 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.
- 80.3 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.
- 80.4 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.
- 80.5 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.
- 80.6 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.
- 80.7 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree.

81 LIMITATION OF LIABILITY

- 81.1 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.

82 GOVERNING LANGUAGE

- 82.1 The Agreement shall be written in English language unless specified otherwise in the SCC. 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.

83 APPLICABLE LAW

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

84 NOTICES

- 84.1 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.
- 84.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

85 INSURANCE

- 85.1 GENERAL



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

CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of EMPLOYER against all risks as detailed herein. **The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the EMPLOYER.** However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.

Any loss or damage to the work/ material, during transportation, storage, erection and completion of work till such time the WORK is taken over by EMPLOYER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the EMPLOYER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the EMPLOYER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the EMPLOYER at least thirty days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in VALUE OF CONTRACT. However, the EMPLOYER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts.

CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies.

i) EMPLOYEES STATE INSURANCE ACT:

The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or SUB-CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the EMPLOYER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub- division thereof.

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the SUB- CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employee's Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, and the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUB-CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.



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The EMPLOYER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

ii) WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Insurance shall be affected for all the CONTRACTOR's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and Employer's liability insurance for the latter's employees if such employees are not covered under the CONTRACTOR's Insurance.

iii) ACCIDENT OR INJURY TO WORKMEN:

The EMPLOYER shall not be liable for or in respect of any damages or compensation payable as per law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR save and except an accident or injury resulting from any act or default of the EMPLOYER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

iv) TRANSIT INSURANCE

In respect of all items to be transported by the CONTRACTOR to the SITE of WORK, the cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.

v) COMPREHENSIVE AUTOMOBILE INSURANCE

This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including EMPLOYER's men and damage to the property of others arising from the use of motor vehicles during on or off the 'site' operations, irrespective of the Ownership of such vehicles.

VI) COMPREHENSIVE GENERAL LIABILITY INSURANCE

- a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.
- b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.
- c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Employer. However, third party risk shall be maximum to Rs. 10 (ten) lakhs to death.
- d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other



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temporary attachments brought by him at site to execute the work.

- e) Any such insurance requirements as are hereby established as the minimum policies and coverage's which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverage's at Contractor's sole expenses.

vii) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER:

CONTRACTOR shall also carry and maintain any and all other insurance(s), which he may be required under any law or regulation from time to time without any extra cost to EMPLOYER. **He shall also carry and maintain any other insurance which may be required by the EMPLOYER**

viii) CONTRACTOR'S ALL RISK INSURANCE POLICY (CAR)

The contractor shall take all risk insurance policy at its own cost to cover physical loss or damage to the works at the site occurring prior to acceptance of work or part thereof taken over by the owner at its sole discretion with an extended maintenance coverage for the contractor's liability in respect of any loss or damage during the warranty period. Endorsements to the policy shall include coverage for faulty workmanship and materials.

Contractor will be required to take insurance coverage of minimum 1.75 times the order value in order to cover risks pertaining to work as well as material involved.

86 DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY

- 86.1 CONTRACTOR shall be responsible for making good to the satisfaction of the EMPLOYER any loss or any damage to structures and properties belonging to the EMPLOYER or being executed or procured or being procured by the EMPLOYER or of other agencies within in the premises of all the work of the EMPLOYER, if such loss or damage is due to fault and/or the negligence or wilful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB-CONTRACTORS.
- 86.2 The CONTRACTOR shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the EMPLOYER or any third party including overhead and underground cables and in the event of any damage resulting to the property of the EMPLOYER or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the EMPLOYER or ascertained or demanded by the third party shall be borne by the CONTRACTOR. Third party liability risk shall be Rupees One lac for single accident and limited to Rupees Ten lacs.
- 86.3 The CONTRACTOR shall indemnify and keep the EMPLOYER harmless of all claims for damages to property other than EMPLOYER's property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or wilful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.

87 DATE OF COMING INTO EFFECT

- 87.1 The date of coming into effect shall be the date of Notification of Award unless otherwise specified in SCC.

88 EXECUTION OF WORK

- 88.1 The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT

89 CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES

- 89.1 CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and



Testing Equipment and Appliances, including imports of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that EMPLOYER shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipments so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same. Bidder in his own interest may contact, for any clarifications in the matter, concerned agencies/Dept./Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the CONTRACTOR.

90 CARE OF WORKS

- 90.1 From the commencement to completion of the WORK, the CONTRACTOR shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the WORK shall be in good order and in conformity in every respects with the requirement of the CONTRACT and the ENGINEER-IN-CHARGE's instructions.

91 ALTERATIONS IN SPECIFICATIONS, DESIGN AND EXTRA WORKS

- 91.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lump sum firm price. The EMPLOYER will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where the EMPLOYER requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT.
- 91.2 In such cases, a change order will be initialled by the CONTRACTOR at the appropriate time for the EMPLOYER's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter

92 EMPLOYER MAY DO PART OF WORK

- 92.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the EMPLOYER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipments and materials on such parts of the WORK, as the EMPLOYER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the EMPLOYER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the EMPLOYER.

93 POSSESSION PRIOR TO COMPLETION

- 93.1 The ENGINEER-IN-CHARGE shall have the right to take possession of or use any completed or partially completed WORK or part of the WORK. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the CONTRACT agreement. If such prior possession or use by the ENGINEER-IN-CHARGE delays the progress of WORK, equitable adjustment in the time of completion will be made and the CONTRACT agreement shall be deemed to be modified accordingly.

94 SUSPENSION OF WORKS

- 94.1 Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim



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compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKS as aforesaid will be granted to the CONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR

94.2 In case of suspensions of entire WORK, ordered in writing by ENGINEER-IN-CHARGE, for a period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT

95 RACTIFICATION OF DEFECTS OF WORKS

95.1 DEFECTS PRIOR TO TAKING OVER:

If at any time, before the WORK is taken over, the ENGINEER-IN-CHARGE shall:

- a) Decide that any works done or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfil the requirements of CONTRACT (all such matters being hereinafter, called 'Defects' in this clause), and
- b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified.

In case CONTRACTOR shall fail to do so, the EMPLOYER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the EMPLOYER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance there of provided in tender document and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the EMPLOYER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the EMPLOYER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, notwithstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.

95.2 DEFECTS AFTER TAKING OVER:

In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACT or that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally one month. If any defect be not remedied within a reasonable time, the EMPLOYER may proceed to do the WORK at CONTRACTOR's risk and expense and deduct from the final bill such amount as may be decided by the EMPLOYER.

If by reason of any default on the part of the CONTRACTOR a COMPLETION CERTIFICATE has not been issued in respect of any portion of the WORK within one month after the date fixed by the CONTRACT for the completion of the WORK, the EMPLOYER shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.



96 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

- 96.1 If during the progress of the WORK, EMPLOYER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipments upto the standards of the specifications. In case the CONTRACTOR fails to do so, EMPLOYER may on giving the CONTRACTOR 7 (seven) days' notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of CONTRACTOR's, perform all such works or furnish all such equipments provided that nothing in the clause shall be deemed to deprive the EMPLOYER of or affect any rights under the CONTRACT, the EMPLOYER may otherwise have in respect of such defects and deficiencies.
- 96.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the EMPLOYER of the extra cost, of such replacements procured including erection/installation as provided for in the CONTRACT; such extra cost being the ascertained difference between the price paid by the EMPLOYER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the EMPLOYER to the CONTRACTOR in respect of such defective plant. Should the EMPLOYER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the EMPLOYER under the CONTRACT for such defective plant.

97 DEFENCE OF SUITS

- 97.1 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.

98 DEDUCTIONS FROM THE CONTRACT PRICE

- 98.1 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

99 COMPLETION CERTIFICATE

- 99.1 APPLICATION FOR COMPLETION CERTIFICATE:

When the CONTRACTOR fulfils his obligation under Clause 95.1 he shall be eligible to apply for COMPLETION CERTIFICATE.

The ENGINEER-IN-CHARGE shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS.

The CONTRACTOR, after obtaining the COMPLETION CERTIFICATE, is eligible to present the final bill for the WORK executed by him under the terms of CONTRACT.



99.2 COMPLETION CERTIFICATE:

Within one month of the completion of the WORK in all respects, the CONTRACTOR shall be furnished with a certificate by the ENGINEER-IN-CHARGE of such completion, but no certificate shall be given nor shall the WORK be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the SITE completely nor until the WORK shall have been measured by the ENGINEER-IN-CHARGE whose measurement shall be binding and conclusive. The WORKS will not be considered as complete and taken over by the EMPLOYER, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the ENGINEER-IN-CHARGE.

If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK, the ENGINEER-IN-CHARGE may at the expense of the CONTRACTOR remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

99.3 COMPLETION CERTIFICATE DOCUMENTS:

For the purpose of Clause 99.2 the following documents will be deemed to form the completion documents:

- i) The technical documents according to which the WORK was carried out.
- ii) Four (4) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE.
- iii) COMPLETION CERTIFICATE for 'embedded' and 'covered' up work.
- iv) Certificates of final levels as set out for various works.
- v) Certificates of tests performed for various WORKS.
- vi) Material appropriation, Statement for the materials issued by the EMPLOYER for the WORK and list of surplus materials returned to the EMPLOYER's store duly supported by necessary documents.

100 FINAL DECISION AND FINAL CERTIFICATE

- 100.1 Upon expiry of the period of liability and subject to the ENGINEER-IN-CHARGE being satisfied that the WORKS have been duly completed by the CONTRACTOR and that the CONTRACTOR has in all respect duly made-up any subsidence and performed all his obligations under the CONTRACT, the ENGINEER-IN-CHARGE shall (without prejudice to the rights of the EMPLOYER to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall not be considered to have fulfilled the whole of his obligations under CONTRACT until FINAL CERTIFICATE shall have been given by the ENGINEER-IN-CHARGE notwithstanding any previous entry upon the WORK and taking possession, working or using of the same or any part thereof by the EMPLOYER

101 CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION

- 101.1 Except the FINAL CERTIFICATE, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the EMPLOYER of the due performance of the CONTRACT or any part thereof or of occupancy or validity of any claim by the CONTRACTOR

102 CONTRACTOR'S RESPONSIBILITY

- 102.1 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.
- 102.2 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.

- 102.3 **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.
- 102.4 **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.
- 102.5 **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.

103 MODIFICATION IN CONTRACT

- 103.1 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.
- 103.2 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.

104 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES

- 104.1 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.

105 SUB-LETTING OF CONTRACT

- 105.1 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.
- 105.2 EMPLOYER MAY TERMINATE SUB – CONTRACTS:
- 105.2.1 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 SUPPLIER 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.



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106 EMPLOYMENT LIABILITY OF CONTRACTOR

- 106.1 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.
- 106.2 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.
- 106.3 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.
- 106.4 The Contractor shall ensure regular and effective supervision of the personnel deployed by him.

107 COMPLIANCE OF LAWS

- 107.1 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.
- 107.2 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.
- 107.3 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.
- 107.4 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.
- 107.5 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.
- 107.6 The installations where job is to be carried out are live and have hydrocarbon environment. Contractor shall comply with all safety and security rules and regulations and other rules laid down by Employer for its operation. Contractor shall follow best Engineering practice and relevant international safety standards. It shall be duty / responsibility of the Contractor to ensure the compliance of fire safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the Contractor's personnel will lead to the termination of the Contract in all respects and shall face penal / legal consequences.
- 107.7 Personnel protective items like safety helmets, safety shoes, hand gloves, eye protection, cotton working overalls / dresses (not synthetic materials) and other required materials for the safety of the contractor's personnel shall be arranged by the contractor himself. However firefighting equipments shall be arranged by Employer.
- 107.8 The Contractor shall arrange for life insurance for all his personnel deployed on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of Workers Compensation Act, 1923 or any other law in force, Employer has to pay compensation for a workman employed by the Contractor due to any cause whatsoever, the amount so paid shall be recovered from the dues payable to the Contractor and/or security deposit with Employer. General third party insurance for CNG Station shall be arranged by Employer.



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

- 108.1 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.
- 108.2 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.
- 108.3 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.

109 REPATRIATION AND TERMINATION

- 109.1 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.
- 109.2 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.
- 109.3 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.

110 INDEMNITY

- 110.1 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.

111 CONTRACTOR'S SUB-ORDINATE STAFF AND THEIR CONDUCT

- 111.1 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.
- 111.2 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.



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111.3 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.

111.4 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.

112 JURISDICTION

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

113 FORCE MAJEURE

113.1 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.

113.2 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.

113.3 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.

113.4 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.

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

114 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



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- 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.

The Vendor shall comply with all the provisions of the GST Act I Rules I 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 I 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.

115 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 I 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 I bid or new taxes I duties I 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.



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- 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.
- 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 I Rules I 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 I 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

116 **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 I 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 I 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 I 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.



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- 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.

The Vendor shall comply with all the provisions of the GST Act I Rules I 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.



**SECTION VI
FORMS AND FORMATS**



**AGL/472/T2/ DATA CENTER CLOUD HOSTING /10-2024
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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.**



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Form 2

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 of2021.

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 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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Form F-3 B

FINANCIAL STATUS

Bidder must fill this form

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Description	For the year
	Amount (in INR)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets - Current liabilities)	
4. Net Worth Owners funds (Paid up share capital and Free Reserves & Surplus) (NW)	

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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F – 3 C

**FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING
CAPITAL IS INADEQUATE / NEGATIVE**

(To be provided on Bank's letter head)

**To,
M/s Aavantika Gas Limited**

Date:

Dear Sir,

This is to certify that M/s----- (name of the Bidder with address) (hereinafter referred to as Customer) is an existing Customer of our Bank.

The Customer has informed that they wish to bid for Aavantika Gas Limited Tender No.----- dated----- for----- (Name of the supply/work/services/consultancy) and as per the terms of said Tender Document they have to furnish a certificate from their Bank confirming the availability of line of credit.

According M/s----- (name of the Bank with address) confirms availability of line of credit to M/s----- (name of the Bidder) for at least an amount of Rs.

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly,

For.....(Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation:

Email Id:

Contact No.:

Stamp:

Note:

This Declaration Letter for line of credit shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will be acceptable wherein a group of banks can jointly provide line of credit to the bidder.



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 F- 6
DECLARATION
(On Bidder's letter head)**

No.

Date:

Aavantika Gas Limited,
Indore (M.P.)

We confirm that we have not been banned by any CGD Company for the tendered product/service.

SEAL AND SIGNATURE OF BIDDER



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Form F-7

PROFORMA FOR LETTER OF AUTHORITY

No.

Date:

Aavantika Gas Limited,
Indore (M.P.)

Sub: Bidding Document for

Sir,

We _____ hereby authorise following representative (s) to attend the Unpriced Bid opening and Priced Bid opening against above Bidding Document:

1. Name & Designation _____ Signature _____
2. Name & Designation _____ Signature _____

We confirm that we shall be bound by all and whatsoever our representative(s) shall commit.

Yours faithfully,

Signature
Name & Designation
For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

SEAL OF THE COMPANY



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**FORM - 8
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.

Bank details for BG/LC (SFMS) receiving through SFMS:

Bank Name: ICICI Bank Limited

Bank IFSC: ICIC0000041

Bank A/c No.: 004105013583

Bank Address: ICICI BANK LTD, MALAV PARISAR,4 CHOTI KHAJRANI, A.B. ROAD.INDORE 452008 (M.P), INDORE

The bidders bank has to send the below details in the BG SWIFT message to our Banker:

77C: Details of Guarantee

7035: ICIC0000041

7036: ICICI BANK LTD, INDORE AC NO 004105013583

7037: AG533170984 Unique Identifier Number (Mandatory)

7038: XXXXX

7039: XXXXXX(XX)DT XX.XX.2023



SOR FORMAT

**SECTION VII
SOR (SCHEDULE OF RATES)**



**AGL/472/T2/ DATA CENTER CLOUD HOSTING /10-2024
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Name of Work: HIRING OF CLOUD HOSTING DATA BACKUP SERVICES FOR DATA CENTER

Bid Document No: AGL/472/T2/ DATA CENTER CLOUD HOSTING /10-2024

BIDDER TO FILL RATES IN THIS SHEET AND SUBMIT IN SEPARATE SEALED ENVELOPE WITH PRICED BID

NOTE : NOT TO BE SUBMITTED WITH UN PRICED BID

Sr. No	Description	Quantity	Unite Price Excluding GST	Total Amount Excluding GST
		A	B	C=A*B
1	<p>Service category : Management and Governance Service type : Azure Backup Region : Central India A) On-premises Servers, 9 Instance(s) x 2 TB, LRS Redundancy with 02 Active instances with 01 OS license, Cold Access Tier,Low Average Daily Churn, 24 TB Average monthly backup. B)1 D16s v3 (16 vCPUs, 64 GB RAM) (3 year reserved), Windows (AHB), SQL Web (Pay as you go); 1 managed disk – E10; Inter Region transfer type, 5 GB outbound data transfer from Central India to East Asia C.) Managed Disks, Standard HDD, S50 Disk Type 1 Disks, 100 Storage transactions D.) 1 D8s v3 (8 vCPUs, 32 GB RAM) (3 year reserved), Linux, (Pay as you go); 1 managed disk – E10; Inter Region transfer type, 5 GB outbound data transfer from Central India to East Asia E.) Managed Disks, Standard HDD, S40 Disk Type 1 Disks, 100 Storage transactions F.) Microsoft Defender for Cloud Workload Protection: 0 Plan 1 servers x 730 Hours, 2 Plan 2 servers x 730 Hours, 0 Container vCores x 730 Hours, 0 additional container image scans, 0 App Service nodes x 730 Hours, 0 G.) Log analytics: Log Data Ingestion: 0 GB Daily Analytics logs ingested, 1 GB Daily Basic logs ingested, 1 months of Interactive Data Retention, 0 months of data archived, 1 GB data restored for 1 days, 0 Basic Log Search Queries per day with 0 GB data scanned per query, 0 GB of Log Data Exported per day, Platform Log Data Processed per day: 0 GB with Destination to Storage or Event Hub and 0 GB with Destination to Marketplace Partners, 0 Search job Queries per day with 0 GB data scanned per query; 0 SCOM MI Endpoints; Managed Prometheus: 1 AKS nodes in cluster</p>	12 Months		
2	<p>Service category : Networking Service type : VPN Gateway Region : Central India VPN Gateways, VpnGw1 tier, 730 gateway hour(s), 1 additional S2S tunnels (beyond included amount), 0 additional P2S connections (beyond included amount), 101 GB, VPN VPN gateway type</p>	12 Months		



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3	Service category : Networking Service type : IP Addresses Region : Central India Standard (ARM), 2 Static IP Addresses X 730 Hours, 0 Public IP Prefixes X 730 Hours	12 Months		
4	Service category : Networking Service type : Bandwidth Internet egress, 101 GB outbound data transfer from Central India routed via Microsoft Global Network	12 Months		
5	Monthly Support	12 Months		
6	One time Supply, Installation, testing and Commissioning work	Lumpsum		
	Total amount Excluding GST in Rs.			
	Applicable GST (%)			
	Total amount Including GST in Rs. (In Figure)			
Total amount Including GST in Rs. (In words)				

Note:

- Vendors are requested to quote firm unit price for cloud services and its associated items.
- Vendors has to quote for all the SOR items.
- AGL will not pay any ADDITIONAL amount other than Vendor's quoted price to carry out the scope of work during entire Scheduled contract period.
- Vendor has to ensure compatibility of all the SOR items for smooth operations for Cloud based series.
- In case, supplied items do not support or non-compatible while SITC work, vendor has to replace and provide the compatible items for smooth operations on his own cost.
- AGL will not bear any cost for replacement /repair/lodging/boarding/transportation of SOR items.

Name of Bidder:

Name of Authorized Signatory of Bidder:

Designation of Authorized Signatory of the Bidder:

Contact Details:

Date :