



E-Tender No.: AGL/Head Office/Contract and Purchase/11/24-25/ET/11
[LMC WORK INDS AND COMM]
LMC WORK AT INDORE GA INCLUDING UJJAIN & PITHAMPUR
FOR INDUSTRIAL AND COMMERCIAL CONNECTION



AAVANTIKA GAS LIMITED

(A JOINT VENTURE COMPANY OF GAIL & HPCL)

CITY GAS DISTRIBUTION PROJECT

NOTICE INVITING E- TENDER FOR

ANNUAL RATE CONTRACT

FOR

LAST MILE CONNECTIVITY (LMC) WORK AT INDORE GA INCLUDING UJJAIN

& PITHAMPUR FOR INDUSTRIAL AND COMMERCIAL CONNECTIONS

BID DOCUMENT

VOLUME I OF II: COMMERCIAL

E-Tender No.: AGL/Head Office/Contract and Purchase/11/24-25/ET/11
[LMC WORK INDS AND COMM]

OPEN DOMESTIC COMPETITIVE BIDDING

ISSUE DATE: 22.10.2024

Date & Time for online submission duration of Technical Bid & Price Bid at MSTC Portal:

Important Dates

Pre-Bid Clarification Duration	23/10/2024 to 12/11/2024
Physical Pre-Bid Meeting at AGL HO, Indore	28/10/2024 @ 11:00 Hrs
Date of Start (Live) for Online Submission of Tender	15/11/2024 (12.00 Hrs.)
Last Date & Time of Submission of Tender	21/11/2024 up to 16.00 Hrs
Date & Time of Opening of Un-Priced (Technical) Bid	21/11/2024 up to 16.30 Hrs



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e-Tender Number	AGL/Head Office/Contract and Purchase/11/24-25/ET/11 [LMC WORK INDS AND COMM]
Mode of Tendering	ONLINE e-Procurement System through https://www.mstcecommerce.com/eproc/ of MSTC Ltd.
Title	Last Mile Connectivity (LMC) Work for I&C Connections
Description	Last Mile Connectivity (LMC) Work for Industrial and Commercial Connection at Indore GA including Ujjain & Pithampur area on ARC basis for Two (02) Years
Tender Type	Public
Bid Type	Two Bid
Evaluation Criteria	Overall Lowest Basis
Date of NIT available to firms to download	22-10-2024
Online Pre-Bid Clarification Duration	Start Date & Time : 23-10-2024 at (12:00 Hrs) End Date & Time: 12-11-2024 upto (18:00 Hrs)
	<p>The e-procurement shall also have the event of online pre-bid meeting duration as detailed mentioned above. For Technical/Commercial clarification(s) (if any), they may bring to the attention of officials of AGL. The queries raised during online Pre-Bid meeting duration shall be replied on line. In the interest of bidder(s), they are also requested to go through the final technical specifications and other terms & conditions, based on the clarifications given during the pre-bid meeting duration and accordingly submit online tender.</p> <p>Query (if any) shall be clarified during online pre-bid meeting, only. After closing of online pre-bid meeting duration, no further queries shall be entertained.</p> <p>Based on the replied queries, Corrigendum may be issued on the MSTC website, which is to be digitally submitted as integral part of the bid.</p> <p>All entries in the tender should be entered in online mode without any ambiguity.</p>
Offline Pre-Bid meeting Date & Time	Bidders also has an option of attending a physical pre bid meeting at AGL, HO Indore Dated 28.10.2024 from 11:00 Hrs. to 12:00 Hrs.
Earnest Money Deposit (EMD) :	<p>EMD: Rs. 1.70 Lakh in the form of BG or DD. Tender Fee: -Nil Account & other details (if required) are mentioned below: Bank details for BG/LC (SFMS) receiving through SFMS:</p> <p>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</p> <p>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</p> <p>(Note:- For Participation in Tender, the Tender Fee has been waived off, however Tender processing charges of MSTC is applicable as per "Special Note towards Transaction fee" of MSTC mentioned in NIT MSTC instruction to bidders Sr. No. 2, Page no. 5 of Tender Document)</p> <p>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.</p> <p>NOTE: Bidder to upload the copy of EMD or NSIC/MSME Certificate along with the technical part, however copy of the same uploaded document is to be submitted in a separate envelope scribed with the Tender number, Tender</p>



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	<p>Subject, Name of the bidder and Bid due date in physical form within 7 (Seven) days from the due date of submission of bid at the communication address: (PLEASE NOTE THAT CUTOUT SLIP TO BE PASTED OUTER OF THE EMD ENVELOPE WHICH IS ATTACHED AS PAGE No. 08)</p> <p>Contract & Procurement Dept. Aavantika Gas Limited 202-B, NRK Business Park, Vijay Nagar Square, Indore-452010 (M.P) Phone: 0731-4222520</p>
<p>Date & Time of Starting of e-tender for online submission of Technical Bid & Price Bid at https://www.mstcecommerce.com/eproc/</p>	<p>15-11-2024 from 12:00 Hrs</p>
<p>Date of Closing of e-tender for submission of Technical Bid & Price Bid</p>	<p>21-11-2024 upto 16:00 Hrs</p>
<p>Date & time of opening of Un-Priced Bid/ Technical Bid Date of opening of Part II i.e. price bid shall be informed separately. [Under unforeseen circumstances, if the due dates (i.e Date & time of opening of Part-I) fall on holiday, the same will be opened on the next full working day at the same time].</p>	<p>21-11-2024 at 16:30 Hrs</p>
<p>Submission of Tender Document</p>	<p>Only digitally signed copy of all Tender documents will be accepted. Bids submitted in any other form will not be accepted and entertained by AGL and will not be considered for evaluation purpose.</p>
<p>Delay in Submission of online Tender Document</p>	<p>AGL will not responsible for any delay in submission of online tender documents for any reason, whatsoever.</p>
<p>Good Practices</p>	<ul style="list-style-type: none"> • Bidders are advised to submit their online bids timely. Do not wait for last time and avoid last minute of submission. • Bidder has to submit copy of EMD or NSIC/MSME Certificate in physical form within seven (07) days from the due date of submission; however Bidder shall try to TIMELY SEND THE COPY OF EMD or NSIC/MSME CERTIFICATE TO AGL OFFICE

NOTE:

- **BIDDERS SHALL ENSURE THAT ALL DIGITALLY SIGNED DOCUMENTS RELATED TO PRE-QUALIFICATION (TECHNICAL OR COMMERCIAL) ARE SUBMITTED AT THE FIRST INSTANCE ALONG WITH THE ORIGINAL BID.**
- **UPLOADED ATTESTED & NOTORIZED COPY OF EMD/NSIC/MSME CERTIFICATE TO BE SEND TO AGL OFFICE IN A SEPRATE ENVELOPE SCRIBED WITH THE TENDER NUMBER, TENDER SUBJECT, NAME OF THE BIDDER & BID DUE DATE WITHIN 7 (SEVEN) DAYS FROM THE DUE DATE & TIME OF SUBMISSION OF BID. PLEASE NOTE THAT CUTOUT SLIP TO BE PASTED OUTER OF THE EMD ENVELOPE. THE AGL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL THE PROPOSALS IN WHOLE OR PART WITHOUT ASSIGNING ANY REASONS.**
- **INITIAL STEP FOR ONLINE BIDDING THROUGH MSTC PORTAL IS THAT VENDORS HAVE TO GET REGISTERED IN MSTC PORTAL FOR PARTICIPATING IN ANY UPLOADED AGL E-TENDER. FOR MORE INFORMATION, VENDORS CAN DOWNLOAD VENDOR REGISTRATION GUIDE THROUGH MSTC Portal "<https://www.mstcecommerce.com/eproc/> > Vendor Login > Register > Registration Guide".**



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KINDLY NOTE THAT ONLY ONLINE BID WILL BE CONSIDERED AGAINST THIS TENDER

Website for Online bid Submission: <https://www.mstcecommerce.com/eproc/>

Prior uploading all the Techno-Commercial PDF Tender Documents on MSTC website please ensure that all the documents should be Digitally Signed.

Vendor to Sign (Digital) in the given below box area----->

PRE-BID MEETING & QUERIES

Online Pre-Bid queries duration shall be from 23.10.2024 to 12.11.2024 (18:00 Hrs), Also bidder(s) or his official representative has an option to attend an offline pre-bid meeting which will take place on date 24.10.2024 (11:00 Hrs).

Bidder(s) queries if any, must send your queries online through MSTC Portal prior to pre-bid meeting duration.

BID CLARIFICATION AFTER OPENING OF TECHNICAL BID

Important Note: Bidders are strictly advised to upload all the documents along with their bid itself by the due date and time. In the absence of requisite documents submitted along with their bid, AGL reserves the right to evaluate the bids as per the submitted documents only and reject the bid without making any reference to the Bidder.

For any queries/clarification after opening of Technical-Bid, AGL will send only online queries to bidder through MSTC Portal and Bidder has insured that he will reply the AGL queries online, through MSTC Portal only.

No any queries/clarification/reply will be communicated / accepted through email.



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AAVANTIKA GAS LIMITED
(A JOINT VENTURE COMPANY OF GAIL & HPCL)
CITY GAS DISTRIBUTION PROJECT IN INDORE, UJJAIN, PITHAMPUR & INDORE & GWALIOR

NOTICE INVITING TENDER (NIT)

MSTC INSTRUCTIONS TO BIDDERS:

This is an e-Procurement event of **Aavantika Gas Limited**. The e-Procurement service provider is MSTC Ltd., 1st Floor, Tilhan Sangh Bhawan, 1 Arera Hills MPOILFED Building Bhopal-462004 (Madhya Pradesh).

1	<p>Requirement for Vendors: P.C. connected with Internet. Registration with MSTC Portal "https://www.mstcecommerce.com/eproc/" as vendor. Registration is free of cost. The Vendor should possess Class III signing & encryption type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/AGL in no way responsible for this. (Bids will not be recorded without Digital Signature). In case of any clarification, please contact MSTC/AGL (well in advance before the schedule closing time of the e-Tender).</p> <p>CONTACT PERSON at MSTC LTD for Online Assistance :</p> <ol style="list-style-type: none"> 1) MSTC IVRS Helpdesk number: 07969066600 2) Centralized Helpdesk : 033-23400020, 033-23400021, 033-23400022 3) MSTC Bhopal Office numbers : 0755-2552241, 2593772, 2593775, 2593776 4) Mr. Neeraj Mathur, Dy. Manager, Mob. 8871111473 , Email: bplpn4@mstcindia.in , 5) mstcbpl@mstcindia.in <p>CONTACT PERSON at Aavantika Gas Limited:</p> <ol style="list-style-type: none"> 1) Mr. Himanshu Nigote, Ch Mngr: Mobile – 92000 16005 / Email: himanshunigote@aglonline.net 2) Mr. Himanshu Shrivastava, Mngr, Mobile – 9131099726 / Email: himanshu.s@aglonline.net 3) Mr. Anurag Singh, Engineer: Mobile – 86006 90470 / Email: anurag@aglonline.net 4) cp@aglonline.net 0731-4222520
2	<p>Special Note towards Transaction fee:</p> <p>The vendors shall pay the transaction fee using "Transaction Fee Payment" Link in the vendor login. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized vendor to submit the bid.</p> <p>Transaction fee is non-refundable.</p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
3	<p>Vendors are instructed to use "My Document" link in "EVENT" menu to upload all scanned copies of documents viz. testimonials, registration certificates etc. in document library. Hard copies of bidding document will not be considered for evaluation.</p> <p>Multiple documents can be uploaded. Once documents are uploaded in the library, vendors can attach documents through Attach Document link for respective eTender.</p>
4	<ol style="list-style-type: none"> a) Technical Bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid. b) Price bid will be opened electronically of only those bidders(s) whose Technical Bid is found to be technically acceptable. Such bidder(s) will be intimated date of opening of Price bid, through valid email confirmed by them.
5	<p>SPECIAL NOTE:</p> <ol style="list-style-type: none"> a. Bidders are required to ensure that their registered email ID, provided is valid and updated at the stage of registration of vendor with MSTC. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate). b. Bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigendum, if any, will be that of the downloading parties. c. Bidders are also requested to download vendor guide available in login under link "Download Guides" and study the same and post their queries, if any, to MSTC over e-mail well in advance. d. Bidders are requested to give sufficient time to bid in an organized manner and report any problem arisen to MSTC in advance & not in the closing stage.



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6.0 AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S):

- 1) **AGL's Tender Website –**
http://www.aglonline.net/index.php?option=com_content&view=article&id=32&Itemid=59
- 2) **MSTC Tender Website –** https://www.mstcecommerce.com/eproc/event_list.jsp

Note - Bidders are requested to visit the website regularly to keep themselves updated.

Bid must be submitted only on <https://www.mstcecommerce.com/eproc/> Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive and subject to provisions contained in Instructions to Bidders.

- 7.0** All entries in the tender should be entered in online Technical & Commercial formats on the website of MSTC (e-procurement service provider) without any ambiguity.
- 8.0** Technical bid will be opened online on specified date and time as given in NIT.
- 9.0** Bidders are instructed to use **Upload Documents** link in **Document Library** to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for uploading is 5 MB.

Once documents are uploaded in the library, bidders can attach them through Attach Document link against the particular tender. Please note that if documents are not attached to any tender, the same cannot be downloaded by AGL and it will be deemed that vendor has not submitted the documents. For further assistance, follow instructions of vendor guide.

- 10.0** All notices and correspondence to the bidder(s) shall be sent by email only, till finalization of tender takes place by AGL as well as by MSTC. Hence, the bidders are required to ensure that email address provided by them is valid and updated with MSTC (i.e. service provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
- 11.0** (a) At any time prior to the deadline for submission of online tender, the AGL may for any reason, modify the Tender. Please note that there is no provision to take out list of parties downloading the RFP/ tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of opening to ensure that they have not missed any corrigendum uploaded against the said Tender after downloading the Tender document. The responsibility of downloading the related corrigendum, if any, will be of the bidder only.
- (b) Intimation in respect of corrigendum to this NIT (if any) will be sent through email to tenderer(s) who have downloaded the documents from the website. Please see also website <https://www.mstcecommerce.com/eproc/> of MSTC Ltd. The AGL reserves the right to accept or reject any or all the proposals in whole or part without assigning any reasons.

12.0 E-tender cannot be accessed after the due date and time mentioned in NIT.

13.0 Bidding in e-Tender

- 1) Bidder to upload the copies of EMD/MSME/NSIC along with the technical part, however original copy of the same to be submitted in physical form within 7 (Seven) days from the due date of submission of bid. Refund of EMD in case of submission of DD will be made through e-payment or manual cheque (As per Tender terms).
- 2) The process involves Electronic Bidding for submission of Technical bid as well as Priced / Commercial bid.
- 3) Only those bidder(s) who have submitted the above fees can submit their Technical and Commercial bid through internet in MSTC website: www.mstcecommerce.com.
- 4) In all cases bidder should use their own ID and password along with Digital Signature at the time of submission of their bid.
- 5) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.



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- 6) The e-tender floor shall remain open from the pre-announced date & time till the date and time as mentioned above in Notice Inviting Tender.
 - 7) All electronic bids submitted, using valid Digital Signing Certificate, during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and the acceptance of the same by AGL (Buyer) will form a binding contract between Buyer and the Bidder for execution of work. Such successful tenderer shall hereafter be called VENDOR.
 - 8) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.**
 - 9) AGL reserves the right to cancel or reject or accept or withdraw or extend tender in full or part as the case may be without assigning any reason thereof.
 - 10) No deviation from the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms and conditions for the tender.
 - 11) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupees as per UOM indicated in the e-tender floor/ tender document.
- 14.0** During pre-qualification and evaluation of the e-tender, the AGL may, at its discretion, ask respondents for clarifications on their proposal. The respondents are required to respond within the time frame prescribed by the AGL



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CUT-OUT SLIP

(Outer Envelope : EMD/MSME/NSIC)

CLIENT : AGL, INDORE
PROJECT : CITY GAS DISTRIBUTION PROJECT
BID DOCUMENT NO. : **AGL/Head Office/Contract and Purchase/11/24-25/ET/11 [LMC WORK INDS AND COMM]**
WORK
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:



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COVERING LETTER FORMAT IN BIDDER'S LETTERHEAD

Bidder Ref No.

Date:

To,
Contracts and Procurement Dept.
Avantika Gas Limited
Second Floor 202-B, NRK
Business Park, Vijay Nagar
Square, AB Road, Indore-452010
Tel- +91 (731) 4222520

E-Tender No. AGL/Head Office/Contract and Purchase/11/24-25/ET/11 [LMC WORK INDS AND COMM]

Subject: Letter of Bid Submission against e-Tender No. **AGL/Head Office/Contract and Purchase/11/24-25/ET/11 [LMC WORK INDS AND COMM]** for Last Mile Connectivity (LMC) Work for Industrial and Commercial Connection at Indore GA including Ujjain & Pithampur **on ARC basis for Two (02) Years as per the Technical Specification attached with Tender Document.**

Dear Sir,

With reference to above mentioned subject, please find enclosed herewith our Bid on behalf of "**BIDDER'S COMPANY NAME**", along with Tender documents and below enclosures as required for the Bid;

1. (Document Name e.g. Bidder's General Information)
2.
3.
4.
5.
6.
7.

Thanks and Regards,

Submitted By: - "**BIDDERS COMPANY NAME**"
Authorized Person: -
Designation: -

Authorized Signatory



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SECTION I

INVITATION FOR BIDS (IFB)

1 INTRODUCTION

- 1.1 Aavantika Gas limited (AGL) (hereinafter referred as Owner), is supplying Piped Natural Gas (PNG) to domestic, commercial and Industrial consumers and Compressed Natural Gas (CNG) to automobiles in Indore, Pithampur, Ujjain and Indore & Gwalior cities of Madhya Pradesh. AGL intends to extend the network to cover more areas of these cities to supply Natural gas to Domestic, Commercial and Industrial consumers through Last Mile Connectivity (LMC) Work and Associated MDPE Pipeline Laying Work.

2 BRIEF DESCRIPTION OF PROJECT

It is proposed to execute the work of Last Mile Connectivity (LMC) Work and Associated MDPE Pipeline Laying Work at Indore GA including Ujjain for Industrial and Commercial connection as per details furnished in this Bid document.

3 BRIEF SCOPE

- 3.1 **Scope includes Rate Contract for Last Mile Connectivity (LMC) work and associated MDPE Pipeline laying work for Industrial and Commercial Connection as per the specifications and other details given in tender document. Free issue materials will be issued to contractors from AGL's store, Indore as mentioned in bid document. All technical specifications shall be as per Technical Volume II of II of Bid Document (copy enclosed with this document).**
- 3.2 Bidders shall also be responsible to Liaison for all permissions from respective statutory authorities for LMC and MDPE pipeline laying work. Bidder shall be responsible to carry out detail survey and preparing the drawing as per the requirement of statutory authority, applying for permissions, regular follow ups and obtaining the permission. AGL is responsible only for preparing the letter towards application for permission and submission of demand note raised by statutory authorities.
- 3.3 Entire project work has to be executed in Indore GA including Ujjain & Pithampur area.
- 3.4 For complete scope of work, all volumes of tender document are to be referred.
- 3.5 **Tender for LMC work for Industrial and Commercial Connection shall be awarded to eligible 5 Contractors for a period of Two (02) Years as below:**
- o **3 Contractors will be engaged for Indore Location**
 - o **1 Contractor will be engaged for Ujjain Location**
 - o **1 Contractor will be engaged for Pithampur Location**
- Note : The Contractors can be assigned work anywhere in Indore GA depending on the availability of work.**

4 CONTRACT PERIOD OR VALIDITY

Contract Period shall be Two (02) Year from the date of award including mobilization period (15 days).

4.1 TIMELINE FOR MDPE EXECUTION & PRS APPLICABILITY:

- a) After allocation of job and after obtaining permission from govt. authority/ private entity, contractor have to execute first (Initial) 50 meters of pipeline laying in 4 days and thereafter for every 50 meters in 02 days for laying in soft strata. For laying in hard strata additional 1 day will be provided per 50 mtrs as compared to the time line provided in laying in soft strata. The given time line is including Laying, testing Pre-commissioning and Commissioning of Network upto meter outlet.



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- b) PRS shall be applicable on front wise basis. If Contractor is not able to execute the job within above mentioned timeline, then Penalty of 0.5% per week or part thereof for the assigned work front value will be imposed, maximum penal amount will be 5% of the assigned work front value. If anything contradictory is written anywhere else in the tender document, then this shall prevail.

5.0 **BID VALIDITY** : 4 MONTHS FROM BID DUE DATE.

6.0 **BID SECURITY / EMD:** Rs. 1.70 Lakhs

The bid security shall be in the form of Demand Draft or Bank Guarantee in favour of Aavantika Gas Limited, Indore (India), valid for 2 months in excess of bid validity period i.e. for 06 months in the prescribed format (Form F-4) of the bid document.

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.**

Account & other details (if required) are mentioned below:

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

NOTE:

Bidder to upload the copy of EMD or NSIC/MSME Certificate along with the technical part, however copy of the same uploaded document is to be submitted in a separate envelope scribed with the Tender number, Tender Subject, Name of the bidder and Bid due date in physical form within 7 (Seven) days from the due date of submission of bid at the communication address:

(PLEASE NOTE THAT CUTOUT SLIP TO BE PASTED OUTER OF THE EMD ENVELOPE WHICH IS ATTACHED AS PAGE No. 08)

Contract & Procurement Dept.

Aavantika Gas Limited

202-B, NRK Business Park,

Vijay Nagar Square, Indore-452010 (M.P)Phone: 0731-4222520

PLEASE NOTE THAT CUTOUT SLIP (ATTACHED IN THIS TNDER DOCUMENT- PAGE NO. 8) TO BEPASTED OUTER OF THE EMD ENVELOPE.



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7.0 BID DOCUMENT FEE (NON-REFUNDABLE & NON TRANSFERABLE): Nil.

- 8.0** 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.
- 9.0** 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.
- 10.0** Bidder is advised to quote strictly as per scope & terms and conditions of bid document and not to stipulate any deviation / exceptions.
- 11.0** Purchaser reserves the right to accept or reject any or all bids received at its absolute discretion without assigning any reason, whatsoever.
- 12.0** 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 TECHNICAL BID EVALUATION CRITERIA.

The bidder should have successfully executed/ completed at least one similar LMC work OR MDPE pipeline laying work in a single contract having minimum value of Rs. 20.40 Lakhs, for any CGD company in India during last 5 years to be reckoned from the date of submission of bid.

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

19.0 DOCUMENTS REQUIRED TO QUALIFY TECHNICAL BEC:

- Bidder has to submit a copy of work order/ letter of Award/ Letter of Acceptance (executed within last 5 years reckoned from the bid due date) AND its completion certificate issued by the client. The Completion Certificate/ Letter of Satisfactory Performance/ Execution Certificate should have cross reference to the WO/PO indicating MDPE pipeline length in Km. In absence of requisite documents, AGL reserves the right to reject the bid without making any reference to the bidder.
- In respect of Technical Criteria above, bidder can furnish confirmation from client in the form Provisional Completion Certificate towards the Executed Quantity of MDPE pipeline and Industrial & Commercial connection as on bid due date in case of a running contract.
- Documents other than specified at a & b above shall not be entertained for qualification

20.0 FINANCIAL CRITERIA:

Turnover:

The contractor should have achieved a minimum turnover of Rs. 20.40 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. 4 Lakhs in any one of the last audited balance sheet for bid evaluation.

Net Worth:

Net worth of the bidder must be positive as per latest audited financial statement.

Bidder 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.



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

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.
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.

AUTHENTICATION OF DOCUMENTS TO BE SUBMITTED IN SUPPORT OF BEC:

Technical Criteria of Bid Evaluation Criteria (BEC):

All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be duly certified / attested by Chartered Engineer and notary public with legible stamp.

Documents duly issued by AGL can be submitted without any certification / attestation / authentication.

Financial Criteria of Bid Evaluation Criteria (BEC):

Bidder shall submit "Details of financial capability of bidder" in prescribed format 'F-03' duly signed and stamped by a chartered accountant.

All documents in support of Bid Capacity to be furnished by the bidders shall necessarily be duly certified by the Chartered Accountant.

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of tender document.

However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of tender document.

All documents in support of BEC should be scanned and uploaded in the e tendering portal. In absence of requisite documents, AGL reserves the right to reject the bid without making any reference to bidders.

21.0 TENDER METHODOLOGY AND EVALUATION & COMPARISON OF BIDS :

The below evaluation/distribution methodology will be considered for price evaluation and awarding purpose:

- a) Looking at the higher work volume, vast area spread and the stiff targets, it is proposed to engage five contractors (subject to acceptance of L1 rates by L2, L3....) for expediting the work progress.
- b) Only those price bid offers which meets the eligibility criteria mentioned above will be considered for further evaluation to arrive at the lowest evaluated price for complete scope of work.
- c) Price bid of all techno-commercially qualified bidders will be opened. Quoted price for SOR item vis-à-vis the internal estimated rates for all item shall be compared.
- d) The Bidder's status will be arranged in increasing order of their evaluated total price (L-1, L-2, L-3.....& so on). Bidder having lowest evaluated price for complete scope of work will be considered as L1 bidder. The bidders are then called in sequence (L2, L3, And so on) for matching the L1 bidder's rate. The successful bidder who matches the rate will be termed as L2, L3...., L5 bidders. L1, L2,, L5 bidders will get contracts of equal value of "Total estimation" (considering SOR of L1 bidder).
- e) If less than 4 bidders agree to match the L1 bidders' rate, then work value will be equally distributed between those eligible bidders.
- f) If no bidder agrees to match the L1 bidders' rate, then the L1 bidder will be awarded 100% of the quantity.
- g) If any Vendor is adjudged as POOR Performer by AGL in project execution works in preceding of recent assessment/last six months' assessment from Tender bid due date, the bid submitted by such Vendor will NOT be considered for evaluation and will be rejected.

22.0 SPECIAL CONDITION:

Repeat Order Clause – If a Contractor executes 80% of the awarded work value within a One (01) Year period, then he will be eligible for award of Repeat Order upto 100% value.



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SECTION II

INSTRUCTIONS TO BIDDERS (ITB)



A. INTRODUCTION

1 SCOPE

- 1.1 The Owner/ Consultant invites online bids for the entire work as specified in the Bid documents (hereafter referred to as the Work).
- 1.2 The Bid document specifies the contractor scope of work, terms & conditions.
- 1.3 All terms, conditions and specifications of the Bid document shall be construed as applicable in general, unless specifically indicated to the contrary.
- 1.4 Bidders shall quote in the manner as specified in the Bid document. Owner 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.

2 ELIGIBILITY OF BIDDERS

- 2.1 Bidders shall as part of their bid, submit a written Power of Attorney/Authorization Letter authorizing the signatory of the bid to bind the bidder.
- 2.2 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 Owner to provide consultancy services for the preparation of the design, specifications, and other documents to be used for carrying out LMC and Pipe Laying Works under this Invitation for Bids.
- 2.3 The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Owner/ Consultant in accordance with ITB.
- 2.4 The bidder should not have been put on holiday or black listed by Owner or any Government Department/ Public Sector.

3 ONE BID PER BIDDER

- 3.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified. If bid of companies which is managed & controlled by same group of individual (common owners/ proprietor, common partner/ common directors), the participation in a particular tender by more than one such bidder will not be allowed and bids will be disqualified.
- 3.2 Also, if this fact is known at a later stage during bid evaluation or even after finalization of contract, the award will be made null and void and appropriate action including forfeiting of security deposit in any form and putting the firms on holiday list will be taken.

4 COST OF BIDDING

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

5 NON-TRANSFERABILITY OF THE BID DOCUMENTS

- 5.1 Bid document is non-transferable. Bid received from the bidders in whose name bid document fee has been submitted shall only be considered. Bidder must submit the bid document fee in their name. Bid document fee shall be submitted by the bidder as defined in tender document.

6 SITE SURVEY

- 6.1 The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself at his own responsibility all information that may be necessary for preparation of the bid and entering into the Contract. The cost of visiting the site shall be at bidder's own expenses.
- 6.2 The bidder and any of his personnel or Agents will be granted permission by the Owner to enter upon his premises and lands for the purpose of such inspection, but only upon the explicit condition that the bidder, his personnel or agents will release and indemnify the Owner and his personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.

B. BID DOCUMENTS

7 CONTENTS OF BID DOCUMENTS

- 7.1 The Bid Documents are those stated below and should be read in conjunction with any corrigendum issued in accordance with clause 9.2 of Instructions To Bidders (ITB):

7.1.1 Volume I of II : Commercial

Section – I	:	Invitation For Bid (IFB)
Section – II	:	Instructions To Bidders (ITB)
Section – III	:	Payment terms
Section – IV	:	Special Conditions of Contract (SCC)
Section – V	:	General Conditions of Contract (GCC)
Section – VI	:	Forms and Formats
Section – VII	:	Schedule of Rates (SOR)

7.1.2 Volume II of II : Technical Specification

- 7.2 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.

8 CLARIFICATION ON BID DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification of the bid documents may notify the Owner and / or the Consultant as the case may be, in writing or by cable (hereinafter, the term 'cable' is deemed to include electronic mail and facsimile) at the address indicated in the tender. The Owner / Consultant will respond in writing to any request for clarification of the bid documents which it receives after issue of the bid documents but prior to at least two (02) working days before the pre-bid meeting date. Written copies of the Owner's/ Consultant's response will be sent to bidder from whom query is received through e-mail only. All such clarifications issued shall deem to form a part and parcel of the Bid documents.

9 AMENDMENT OF BID DOCUMENTS

- 9.1 At any time prior to the deadline for submission of bids, the Owner / Consultant, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by issuing addenda and or Corrigendum.
- 9.2 Any addendum /corrigendum thus issued shall be part of the bidding documents pursuant to ITB Clause- 7.0 and shall be hosted on the websites as mentioned in IFB before bid due date. All the prospective bidders who have attended the Pre-Bid meeting, shall be informed by email only about the addendum/ corrigendum for their reference.



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- 9.3 Bidders desirous to submit its bid have to take into consideration of all the addendum(s) / corrigendum (s)/ clarifications to bidder query before submitting the bid.
- 9.4 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.
- 9.5 In order to allow prospective bidders reasonable time to take care of the addendum/ corrigendum into account in preparing their bids, the Owner/ Consultant, at its discretion, may extend the deadline for the submission of bids
- 9.6 Bidders are advised to visit AGL's websites (www.aglonline.net) time to time to get updated information/ documents.

C. PREPARATION OF BID DOCUMENT

10 LANGUAGE OF BID

- 10.1 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.

11 DOCUMENTS COMPRISING THE BID

- 11.1 The bid prepared by the bidder shall comprise of the following components:
- 11.1.1 Part – I: Un-priced Bid and shall contain the following:
- 11.1.1.1 Covering letter along with Signed and Stamped copy of complete Bid Document, and Addendum / Corrigendum, if any, to the Tender.
- 11.1.1.2 Power of attorney/Authorization Letter of the signatory to the bid offer on non-judicial stamp paper
- 11.1.1.3 Bidder's General Details/ information as per format Form F-1.
- 11.1.1.4 Bid Security (EMD) as per format Form F-2/MSME/NSIC.
- 11.1.1.5 Financial Status in Form F -3 A & B
- 11.1.1.6 No Deviation Form as per Format F - 4
- 11.1.1.7 Agreed terms and conditions as per Form F – 5
- 11.1.1.8 Confirmation that bidder is not banned by any Indian Government organization/ Government Undertaking from quoting as per Form F - 6
- 11.1.1.9 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.
- 11.1.1.10 Certificate as per Format F- 10
- 11.1.1.11 Declaration as per Format F - 12.
- 11.1.1.12 AFFIDAVIT (on Non-Judicial Stamp Paper) as per Format F – 15.
- 11.1.1.13 Documents for meeting BEC.
- 11.1.1.14 Copy of Un-Priced SOR marked "QUOTED" against the items quoted.

Online Price Bid – Not to be Opened with Un-Priced Bid".

Bidder has to quote rate in the Price Format duly available on Bidding floor during submission of Price against the SOR on MSTC Portal.

12 BID PRICES

- 12.1 The Prices should be quoted in INR only.
- 12.2 The Bidder shall indicate in the appropriate Schedule of Rates, the unit prices inclusive of all applicable taxes, duties, freight, Insurance including Transit Insurance, overheads, provision of safety gadgets to their personnel, transportation, conveyance, trainings, recruitments, communication charges, liaisoning work, cost for providing tools & tackles, equipments, machineries, spares, etc. but exclusive of GST as specified in tender document. If quoted in



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separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.

12.3 Bid quoted for part scope is liable to be rejected.

12.4 Bidders shall have to quote their rates in the prescribed format in MSTC Portal.

12.5 All corrections and alterations in the entries shall be signed in full by the bidder with date. No erasures or over-writings are permissible.

13 PERIOD OF VALIDITY OF BIDS

13.1 The bid shall remain valid for 4 months from the bid due date. Purchaser may reject a bid which is valid for a shorter period being non-responsive.

13.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Owner may request that the bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax/ post/ e-mail). A bidder can refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB clause 14 in all respects.

14 BID SECURITY

14.1 Pursuant to IFB Clause No. 6, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids.

14.2 The bid security is required to protect the Owner against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause- 14.7.

14.3 The bid security will be in Indian Rupees and shall be in the form of Demand Draft / Banker's Cheque 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.

14.4 Any bid not secured in accordance with ITB Clause 14.1 and ITB Clause 14.3 may be rejected by the Owner as non-responsive.

14.5 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 Owner, pursuant to ITB Clause- 13.

14.6 The successful bidder's bid security will be discharged upon the bidder's accepting the Order, pursuant to ITB Clause- 34 and furnishing the Contract Performance Guarantee pursuant to ITB Clause- 35.

14.7 The bid security may be forfeited:

14.7.1 If a bidder withdraws his bid during the period of bid validity.

14.7.2 In the case of a successful bidder, if the bidder fails:

i) To accept the Work Order in accordance with ITB Clause- 34 or

ii) To furnish Performance Guarantee in accordance with ITB Clause- 35

iii) To accept correction of errors pursuant to ITB Clause- 27.1

14.8 Bid Security must indicate the Bid Document number and the tender name for which the bidder is quoting. This is essential for proper co-relation at a later date. The Bid Security in the form of Bank Guarantee shall be as per the format provided in the Bid Document.

15 FORMAT AND SIGNING OF BID

15.1 The bidder shall prepare one original of the document comprising the bid as per clause 11 of ITB .

15.2 The original and the copy of the bid shall be typed or written in indelible ink. Each page of bid offer shall be stamped and signed by the Bidder or a person or persons duly authorized by competent authority in order to bind the bidder to the contract.

15.3 The bid shall contain no alterations, omissions or additions, unless such corrections are signed & sealed by the person or persons signing the bid.

16 ZERO DEVIATION

16.1 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

17 SEALING AND MARKING OF BIDS (NOT APPLICABLE)

17.1 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

17.2 Techno Commercial Un-priced Bid (Part - I): Original of Techno – commercial Un-priced Bid and the envelope containing Original Bid Security shall be sealed in one separate envelope superscripting “Techno- commercial Un-priced Bid – “(Item / package name)” (Tender Document No. .)” “Original”. Copy of Techno-Commercial Un-priced Bid along with envelope containing copy of Bid Security shall be sealed in separate envelopes super-scribing “Techno-commercial Un-priced Bid- “(Item/ package name)”” “Copy”. All these envelopes shall be sealed in one separate envelope super scribing “Techno – commercial Un- priced Bid containing original + 1 copy – “(Item / package name)” (Tender Document No.....)”.

17.3 Price Bid (Part - II): Price Bid.

Part – II shall contain one original and one copy of Schedule of Rates duly filled in and sealed in separate envelope superscripting “Price Bid – “(Item / package name)” (Tender Document No. .)” “Not to Open along with Techno – Commercial Un-Priced Bid”.

17.4 Bid Security: Original and one copy shall be sealed in separate envelopes clearly superscripting “Bid Security” “Original” or “Copy” as the case may be. These envelopes shall be further sealed as detailed above.

17.5 The Bidder shall seal the original and copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” All the envelopes shall then be sealed in an outer envelope.

17.6 The inner and outer envelopes shall:

(a) Be addressed to the Owner at the address given in the Tender

(b) Bear the Project name indicated in the Tender, the Invitation for Bids (IFB), and a statement: “DO NOT OPEN,” to be completed with the deadline for submission of bids as specified in the Tender.

17.7 Each of the inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late.”

17.8 If the outer envelope is not sealed and marked as above, the Owner / Consultant will assume no responsibility for the misplacement or premature opening of the bid and its consequential rejection.

NOTE: BIDDERS SHALL SUBMIT ALL THE DOCUMENTS WITH PROPER SPIRAL BINDING and HAVING PROPER SERIAL NUMBER.

18 DEADLINE FOR SUBMISSION OF BID

- 18.1 The Bid must be online submitted at MSTC Portal during Bidding period not later than the time and date as specified in IFB.
- 18.2 The Owner 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 Owner and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

19 LATE BIDS

- 19.1 Any bid received by the Owner after the deadline for submission of bid pursuant to clause no. 18.1 of ITB will be declared "Late" and rejected and may be returned unopened to the bidder at the sole discretion of the Owner/ Consultant.

20 MODIFICATION AND WITHDRAWAL OF BIDS

- 20.1 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 Owner prior to the deadline prescribed for submission of bids.
- 20.2 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.
- 20.3 No bid shall be modified after the deadline for submission of bid.
- 20.4 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 14.7 of ITB.

E. BID OPENING AND EVALUATION

21 BID OPENING (NOT APPLICABLE FOR ONLINE BIDS)

- 21.1 The Owner/ Consultant 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 Owner/ Consultant.
- 21.2 The Bidder's names, bid modifications or withdrawals, and the presence or absence of requisite Bid Security (EMD) and such other details as the Owner, 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 19.
- 21.3 Bids (and modifications sent pursuant to ITB Clause 20) 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 Owner/ Consultant any documents pertaining to its bid is not being acknowledged and relevant portions read out.
- 21.4 The Owner/ Consultant will prepare a bid opening statement to be signed by all representatives present during bid opening.

22 CLARIFICATION OF BIDS



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22.1 During evaluation of the bids, the Owner / Consultant may, at its discretion, ask the Bidder for a clarification of its bid through email only at e-mail ID mentioned in Form F-1. 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.

23 CONTACTING THE OWNER

23.1 From the time of the bid opening to the time of the award, if any bidder wishes to contact the Owner for any matter relating to the bid it should do so in writing.

23.2 Any effort by a bidder to influence the Owner in any manner in respect of bid evaluation or award will result in the rejection of that bid.

24 PRELIMINARY EXAMINATION OF BIDS

24.1 Techno-Commercial Bid Evaluation

24.1.1 The Owner/ Consultant 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.

24.1.2 Prior to the detailed evaluation, the Owner/ Consultant 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.

24.1.3 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.

24.1.4 The Owner/ Consultant'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 Owner.

24.1.5 The Owner 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 Owner/ Consultant 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 :

24.1.5.1 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.

24.1.5.2 Any other relevant factor, if any that the Owner deems necessary or prudent to be taken into consideration.

24.1.5.3 Requisite forms contain all necessary information stipulated in the Bid Document.

25 REJECTION CRITERIA

25.1 Minor unconformities may be neglected and/or bidders may be required to rectify such minor unconformities.

25.2 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:

- i) Bid document fee (Not Applicable)
- ii) Bid Security (EMD/MSME/NSIC) i.e. non-submission or Bid Security (EMD/MSME/NSIC) not complying with the specified requirements.
- iii) Submission of Contract Performance Bank Guarantee as per tender.
- iv) Period of validity of bid.

- v) Firm & fixed Prices throughout execution of contract.
- vi) Offer for complete scope of work.
- vii) Warranty and guarantee for work executed/ defect liability.
- viii) Resolution of Dispute/ Arbitration clause.
- ix) Payment terms.
- x) Contract Period.
- xi) Prices as per Schedule of Rates.
- xii) Price reduction schedule provisions.
- xiii) Penalty / Incentive provisions.
- xiv) Submission of documents as per clause no. 11 of ITB.

26 OPENING OF PRICE BID

- 26.1 The Bidders whose bids have been found substantially responsive shall be invited to attend the opening of price bids as per methodology given in ITB clause no. 28. 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.
- 26.2 The bid prices and discounts, if any stated in the price schedules will be announced during price bid opening.

27 ARITHMETIC CORRECTIONS

- 27.1 The bids will be checked for any arithmetical errors as follows if any, will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected;

If there is a discrepancy between the amount in words and figures, the amount in words will prevail;

If the bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.

28 EVALUATION AND COMPARISON OF BIDS: Refer Serial no. 18.3 of Section I of IFB "Evaluation and Comparison of Bids"

29 PERFORMANCE CAPABILITY

- 29.1 In case of pre-qualification, the Owner / Consultant will determine to its satisfaction whether the Bidders selected have submitted the responsive bid and are qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB.
- 29.2 The determination will take into account the Bidder's financial, technical, and capacity of bidder as per qualification criteria in IFB. 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 Owner/Consultant deems necessary and appropriate.
- 29.3 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.

F. AWARD

30 AWARD CRITERIA

- 30.1 Subject to various clauses of ITB, the Owner will place the order on the successful bidders whose bid have been determined to be substantially responsive and have been selected for award.



31 OWNER'S RIGHT TO VARY QUANTITIES DURING CONTRACT PERIOD

- 31.1 Owner reserves the right to increase or decrease the scope of work during the contract period, without any change in unit price or other terms and conditions.
- 31.2 Bidder shall note that the quantities mentioned against each activity in Schedule of Rates are tentative and shall be used for evaluation purpose only. These quantities are subject to change based on actual requirement. The unit rates agreed with the bidders shall remain fixed and firm throughout contract period i.e. no price adjustment shall be allowed, except variation in rates of certain predefined items as per the details and methodology mentioned in the tender.

32 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 32.1 Owner 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 Owner's action.

33 NOTIFICATION OF AWARD / FAX OF INTENT

- 33.1 Prior to the expiration of period of bid validity, the Owner will notify the successful bidder in writing by fax or e-mail to be confirmed in writing, that his bid has been accepted.
- 33.2 The date of Fax of Intent for notification of Award will constitute effective date.
- 33.3 Contractor to ensure a Kick - off Meeting within three (03) days of issuance of FOI or as advised by Engineer-in-charge, at AGL office as per the agenda finalised by Owner.
- 33.4 Upon the successful bidder's furnishing of Contract Performance Bank Guarantee (CPBG), pursuant to ITB Clause 35, the Owner will promptly notify each unsuccessful bidder and will discharge the bid security of such bidders.

34 ACCEPTANCE OF WORK ORDER

- 34.1 Owner will issue the Rate Contract to the successful bidder on receipt of acceptance of FOI, and within 15 days of award of contract bidder shall sign all pages **and** return the acceptance copy of the Contract to the Owner. Order (s) will be issued by Owner as detailed in Clause 30 of ITB.

35 CONTRACT PERFORMANCE BANK GUARANTEE

- 35.1 Within 15 days of the receipt of the each work order, the successful bidder shall furnish the performance guarantee in accordance with General Conditions of Contract in the form provided in the Bid documents.
- 35.2 The Contract Performance Bank Guarantee (CPBG) shall be taken @ 10% of the each Work Order value (Excluding Taxes and Duties).
- 35.3 The Contract Performance Bank Guarantee shall be valid for a period of Three (3) Months beyond the expiry of Contract including the defect liability period.
- 35.4 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.

36 CORRUPT AND FRAUDULENT PRACTICES

- 36.1 The Owner requires that Bidders observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Owner 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



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- ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the Owner, 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 Owner of the benefits of free and open competition;
- 36.2 Owner 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;
- 36.3 Owner will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Owner determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

37 INCOME TAX LIABILITY

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

38 EMPLOYEE PROVIDENT FUND (EPF)

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

39 GENERAL

- 39.1 Any failure on the part of the Owner 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 Owner to exercise the same at any later date.
- 39.2 The work will be supervised by Owner's Engineer-In-Charge or his representative and the Contractor has to strictly adhere to his instructions.
- 39.3 During the tenancy of this contract, Owner 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.
- 39.4 Contractor will have to mobilize manpower & equipment as discussed in kick off meeting within 15 days from the date of Fax of Intent (FOI). The contract period shall be reckoned from the date of FOI.
- 39.5 The agreed rates shall remain firm & fixed till the expiry of contract and the contractor, during this period, shall not be entitled to any inflation, escalation or revision (except as defined in tender document) 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 Owner 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.

40. 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.

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 PO/WO 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
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 brought 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.



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- 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'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:

- i) 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.
- 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.



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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):
 - 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.
- 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).



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

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 **20 MARKS**
FOR WORKS / CONTRACTS

i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
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:



E-Tender No.: AGL/Head Office/Contract and Purchase/11/24-25/ET/11
[LMC WORK INDS AND COMM]
LMC WORK AT INDORE GA INCLUDING UJJAIN & PITHAMPUR FOR
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SECTION III

PAYMENT TERMS



1. PAYMENT TERMS AND MODE OF PAYMENT

The CONTRACTOR has to raise the RA bill on monthly basis and payment shall be made on certification of bills by Engineer-in-Charge as follows: -

1.1 PE AND RELATED WORK

- i) 70% on completion of laying work and submission of graphs.
- ii) 25% on testing of completed work and commissioning (gas charging) and submission of As-Built Drawings.
- iii) 5% on contract closure and submission of all documents as per contract and reconciliation of material.

1.2 GI AND RELATED WORK

- i) 90% on conversion of appliance/burner and updation of connection on portal.
- ii) 10% on contract closure and submission of all documents as per contract and reconciliation of AGL issued material.

1.3 OTHER WORKS (NOT COVERED ABOVE)

- i) 90% progressively on completion of individual item work on pro-rata basis as certified in monthly progress bill.
- ii) 10% on contract closure and submission of all documents as per contract and reconciliation of AGL issued material.

1.4 LIAISON WORK

- i) 60% on submission of Demand Note from the concerned Authority
- ii) 30% on submission of Permission from the concerned Authority
- iii) 10% on contract closure

2.0 PAYMENT METHODOLOGY

- 2.1. The contractor shall raise invoices on monthly basis for works carried out duly certified by Engineer-in-Charge. The contractor to ensure that the invoices of completed work should be raised & duly certified by Engineer-in-charge within one month to avoid any statutory penalties on delay in paying taxes.
- 2.2. The contractor shall indicate cost of free issue material consumed in their invoice & charge GST on value of work executed plus cost of free issue materials.
- 2.3. The payments to the Contractor will be released within a period of 15 days from the date of receipt of the invoice duly certified by EIC as per the terms and conditions of the Contract.

3.0 TIMELINE FOR MDPE EXECUTION & PRS APPLICABILITY:

- c) After allocation of job and after obtaining permission from govt. authority/ private entity, contractor have to execute first (Initial) 50 meters of pipeline laying in 4 days and thereafter for every 50 meters in 02 days for laying in soft strata. For laying in hard strata additional 1 day will be provided per 50 mtrs as compared to the time line provided in laying in soft strata. The given time line is including Laying, testing Pre-commissioning and Commissioning of Network upto meter outlet.
- d) PRS shall be applicable on front wise basis. If Contractor is not able to execute the job within above mentioned timeline, then Penalty of 0.5% per week or part thereof for the assigned work front value will be imposed, maximum penal amount will be 5% of the assigned work front value. If anything contradictory is written anywhere else in the tender document, then this shall prevail.



E-Tender No.: AGL/Head Office/Contract and Purchase/11/24-25/ET/11
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SECTION IV

SPECIAL CONDITIONS OF CONTRACT (SCC)



1.0 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. |

2.0 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.

3.0 SCOPE OF WORK

- 3.1. Scope includes Last Mile Connectivity (LMC) Work and Associated MDPE pipeline Laying Works as per the specifications and other details given in tender document. Free issue materials will be issued to contractors from AGL’s store as mentioned in bid documents against Indemnity bond. Bidders shall also be responsible to Liaison for all permissions from respective statutory authorities for Last Mile Connectivity and Associated MDPE pipeline laying works covered in their scope. Bidder shall be responsible to carry out detail survey and preparing the drawing as per the requirement of statutory authority, applying for permissions, regular follow ups and obtaining the permission. AGL is responsible only for preparing the letter towards application for permission and submission of demand note raised by statutory authorities.
- 3.2. The contractor shall allow weekly rest and daily working hours to his personnel/ workmen as per the relevant Act/ Law and Rules made there under. However, contractor shall ensure that no work shall be left incomplete/ unattended on any holiday/ weekly rest.
- 3.3. The contractor shall make own arrangements to provide all facilities like boarding and transport etc to his employees/ workers engaged by the contractor.
- 3.4. Contractor shall maintain proper record of his working employee’s attendance and payment made to them for inspection. The contractor’s representative/supervisor shall report daily to the Engineer-in-Charge for day to day working.
- 3.5. All the jobs mentioned under Scope of Services and Schedule of rates shall be carried out as per the work procedures, documentations, recommendations of the manufacturer and as per guidelines / directions given by Engineer-in-Charge or his authorized representative to Contractor’s Supervisor from time to time. In general, the work performed by the contractor shall conform to relevant standards and best engineering practices.

4.0 INSPECTIONS AND TESTS

- 4.1. During execution of work, the works shall be inspected by the Owner or its authorised representative for acceptance of the same.
- 4.2. For contractor's supplied items, Third Party Inspection report shall be submitted by the contractor.
- 4.3. The Owner/ Consultant or its representative shall have the right to inspect and/ or to test the material to confirm their conformity to the specifications.
- 4.4. If any inspected or tested material fail to conform the specifications, the Owner/ Consultant may reject them and the Contractor shall either replace the rejected materials or make all the alterations necessary to meet the specifications, free of cost to the Owner/ Consultant.

5.0 STATUTORY VARIATIONS IN TAXES

In case of statutory variation in GST during currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of GST / Statutory variation in GST, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in % GST, otherwise claim in respect of above shall not be entertained for payment of arrears. The following may also be noted:-

- a) Any increase in the rate of GST beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate of GST shall be passed on to the Employer.
- b) The base date for the purpose of applying statutory variation shall be the due date of submission of bid.

6.0 PAYMENT TERMS AND MODE OF PAYMENT

Payment Terms shall be as per serial no. 1 of Section III "Payment Terms".

7.0 PAYMENT METHODOLOGY

Payment Methodology shall be as per serial no. 2 of Section III "Payment Terms".

8.0 COMPENSATION FOR IDLE TIME

- 8.1. The Owner shall make every reasonable effort to have free issue materials available so as not to delay laying activities. No Idle time claim shall be entertained under any circumstances.

9.0 PRICE REDUCTION SCHEDULE: PRS shall be as per serial no. 3 of Section III "Payment Terms".

10.0 ALTERATIONS IN SPECIFICATIONS, DESIGN AND EXTRA WORKS

- 10.1. The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carry out the such altered/ extra/ new items of WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER-IN-CHARGE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall be carried out by the CONTRACTOR on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN- CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions:-

I. For Item Rate Contract

- a) If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as are specified in the CONTRACT.
- b) If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as

are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN- CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding on the CONTRACTOR.

- c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause (a) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.
- d) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 10% (ten percent) to cover all contingencies, overhead, profits to arrive at the rates.

11.0 HEALTH SAFETY AND ENVIRONMENT (HSE)

- 11.1. The Contractor will strictly adhere to Health Safety and Environment policy as stated in Technical Specifications Vol. II of II of this Bid document and/ or the policies followed by the Owner.
- 11.2. All the safety rules and regulations prevailing and applicable from time to time at the installations as directed by OWNER will be strictly adhered to by the Contractor.
- 11.3. Contractor has to ensure the safety of man and machine all the times. Damages to equipments due to bad workmanship/negligence will be recovered as per the decision of Engineer-in-Charge, which will be final and binding upon the contractor.
- 11.4. The contractor shall supply all the protective safety equipments like helmets / hard head hats, gumboots / safety shoes, hand gloves, safety belts, eye protection, ear protection etc. to his workmen at his own cost as required by operations.
- 11.5. Carrying / striking of matches, open flames, lighters or smoking or other such acts, which may cause fire hazards at the work site / in the terminals / installations, is strictly prohibited.
- 11.6. Tobacco/ Ghutka chewing or other such acts, are strictly prohibited at the site.
- 11.7. In addition to the PRS clause, penalties for violation of HSE shall be imposed as per clause 25 of SCC.

12.0 PROVIDENT FUND

- 12.1. The Contractor shall strictly comply with the provisions of Employees Provident Fund Act applicable in India and register themselves with Regional Provident Fund Commission (RPFC) before commencing the work. The Contractor shall deposit employees and Owners contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challan/ receipt for payment made to the RPFC for the preceding months. EPF contribution is to be made for actual basic wages, which can't be less than the prevailing minimum wages as prescribed by Govt. of MP from time to time.
- 12.2. In case the RPFC's challan/ receipt, as above, is not furnished, Owner shall deduct 5% (Five percent) of the payable amount from Contractor's running bill and retain the same as a deposit such retained amount shall be refunded to Contractor on production of RPFC Challan/receipt for the period covered by the related running bill.
- 12.3. In case it is observed that contractor fails to submit requisite RPFC Challans along with bills more than once during the tenancy of the contract and submits subsequently a token penalty per instance may be imposed by owner as per clause 25.

13.0 POWER AND WATER CONNECTION

- 13.1. The Owner/ Consultant will not provide any power and water during construction period. Contractor shall apply and obtain necessary power and water connection from relevant authority and will pay its uses charges or arrange the same from the other sources.

14.0 CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES

- 14.1. CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including Customs of such equipment etc. as required. In case of Customs 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 OWNER 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.

15.0 CONDITIONS FOR ISSUE OF MATERIALS

- 15.1. Whenever any material is issued by Owner, following conditions in addition to other conditions as specified in the contract shall be applicable.
- 15.2. Necessary indents will have to be raised by the Contractor as per procedure laid down by the Engineer-in-charge from time to time, when he requires the above material for incorporation in permanent works.
- 15.3. Materials will be issued only for permanent works and not for temporary works, enabling works etc. unless specifically approved by the Engineer-in-charge and the same shall not be taken into account for the purpose of materials reconciliation.
- 15.4. The contractor shall bear all other cost including lifting, carting from issue points to work. Site/ contractor's store, custody and handling etc. and return of surplus/ serviceable scrap materials to Owner's storage points to be designated by the Engineer-in-charge etc. No separate payment for such expenditure will be made.
- 15.5. No material shall be allowed to be taken outside the store without a gate pass. Contractor to ensure that the correct description is given in the request for issuance of material.
- 15.6. The contractor shall be responsible for proper storage, preservation and watch & ward of the materials.
- 15.7. All free issue materials shall be issued to contractor against submission of Indemnity Bond (as per Form-14 attached in bid document) for 150% value of free issue materials.
- 15.8. In case of any manufacturing defect found in free issue material, same shall be communicated to Engineer -In- Charge in writing within 15 days from the date of issue of such material and return the same at AGL store within 30 days from the date of issuance.
- 15.9. Contractor to ensure that all free issue material shall be installed within a maximum period of 30 days from the date of issue.
- 15.10. Contractor to ensure that at no point, cost of free issue materials taken from AGL store shall not exceed 90% value of Work Order awarded to him. Contractor shall be responsible to get unit rate of all free issue materials from AGL.

16.0 FREE ISSUE MATERIAL (FIM)

- 16.1. Owner shall provide the below mentioned material as FREE ISSUE MATERIAL –
- i) Gas Meters
 - ii) Regulators
 - iii) MDPE Pipes & Ball Valves
 - iv) Metering SKID

17.0 NON COMPLIANCE RATIONALIZATION

17.1. In case of non-availability of required material to be provided by the contractor and the material being available with AGL, it can be issued to the contractor on chargeable basis. The charges payable by the contractor shall be in advance and at the last PO rate plus 15% overhead charges. However, any delay on account of non-availability of material shall be to contractor's account for applicability of PRS clause.

18.0 CONTRACTOR'S OBLIGATION AT SITE

18.1. Contractor shall establish site office in the respective areas, allotted to them with adequate facilities like three tables, six chairs, telephone, computer with mailing (internet), printer (including consumables), file rack, AC etc. for effective communication and documentation.

18.2. In addition to above, contractor shall provide separate space with facilities like two tables, six chairs, two telephones, two computers with mailing (internet), printer with consumables, file racks, AC etc. and one office boy within the site office for AGL & CONSULTANT for effective monitoring & documentation of the project.

18.3. Contractor shall provide as and when required a wagon(s) suitable for soil removal, for the delivery or reinstatement materials and for the transport of pipe to and from site.

18.4. Contractor shall provide transport for their technical staff and operatives to move from site to site, and to move tools and equipment from site to site, this vehicle will also be fitted with a tow bar suitable for the towing of a mobile air compressor or pipe trailer.

18.5. Contractors shall make appropriate arrangements to ensure that their supervisor(s) are adequately mobile and can attend sites or meetings with AGL, other authorities or customers as required, without any undue delay.

18.6. Contractors shall provide cell phones to their supervisors for day-to-day communication with AGL and site representatives of AGL.

18.7. Contractor shall employ a Project Manager / Coordinator on company roll. The Project Manager / Coordinator must have qualification of BE Mech / Diploma in Mech Engineering with min. 3-5 years of work experience in gas pipeline job. He shall be single point of contact for all the works and must represent company in the review meetings.

18.8. Any change in key persons working at site shall be informed to the Owner promptly.

18.9. Owner will not allow switching/swapping of key personnel of any contractor working at site from one contractor to another during the continuity of the contract.

18.10. Contractor shall deploy Equipments, Tools & tackles etc., at site as defined in tender documents.

18.11. 1 No.– Four wheeler with driver. It shall be well equipped with tools and tackles for attending any emergency complaints and ongoing execution work.

18.12. Contractor shall complete all the above activities within 30 days from the date of FOI. On failure to fulfil the above requirement, contractor shall be liable for a penalty of Rs. 2000/- per day.

19.0 RECONCILIATION OF OWNER SUPPLIED MATERIALS (FIM)

19.1. The Contractor is responsible for completing the "Material Used" section of the worksheet for each job completed. This record will be used for the reconciliation of material at the end of the job or contract.

19.2. The full replacement or repair costs of all damages items will be recharged to the contractor.

19.3. It is mandatory that the contractor is required to undertake and submit inventory details of free issue and purchased materials on monthly basis to Owner/ Owner's representative as per the approved format of the owner. The inventory details shall be in correlation with the Daily progress chart and material reconciliation sheet. Material reconciliation statement of all free issue materials shall be carried out on every three months & reconciliation statement shall be submitted to AGL.

19.4. After the final reconciliation is carried out, the variances in materials issued against materials used and returned, will be assessed. All unused, scrap materials and salvageable materials shall be the property of the Owner and shall be returned by the Contractor category-wise at his cost to the

Owner's designated store yard (s). In case the Contractor fails to do so or exceeds the limits of allowances specified below for scrap/ serviceable materials, then recovery for such quantities not returned as well as returned in excess of permitted limit by the Contractor will be done at the penal rate i.e. 200% of landed cost. at the time of final bill/ closing of contract by Engineer- in-charge shall be effected from the Contractor's bill (s) or from any other dues of the Contractor to the Purchaser. Contractor shall be responsible for the adjustment and measurement of the surplus materials to be returned to the store. Contractor shall also be responsible for suitable segregation of returned materials into separate stacks of serviceable and scrap materials. Wherever certain material is covered under Contractor's scope of supply whether part or in full for any item of work covered under SOR, no allowance towards wastage/ scrap etc. shall be accounted for during execution stage.

Item	Scrap	Unaccountable
Gas Meters	0%	0%
Regulators	0%	0%
MDPE Pipes	2% (Less than 2 Mtr.)	2%
Ball Valves	0%	0%
Metering Skid	0%	0%

- 19.5. Material consumption will be recorded on area wise basis. Material issued from the AGL stores shall be consumed, recorded and returned using the same AGL item code.
- 19.6. Any payments due to the Contractor may be withheld to cover these charges.
- 19.7. All waste materials, part lengths of pipe and other partly used items are the property of AGL and must be returned to the stores with the appropriate documentation so that they can be considered as part of the material reconciliation.

20.0 COMPLIANCE WITH LAW

- 20.1. Contractor shall abide by all prevailing Laws of India including but not limited to:
- 20.1.1. Apprentices Act.
- 20.1.2. Contract labour (Regulation & Abolition) Act.
- 20.1.3. Employers Liability Act.
- 20.1.4. Environment Protection Act.
- 20.1.5. Factory Act.
- 20.1.6. Industrial Dispute Act.
- 20.1.7. Minimum Wages Act.
- 20.1.8. Payment of Wages Act.
- 20.1.9. Workman Compensation Act.
- 20.1.10. Building and Other Construction Workers (Regulation of Employment and Condition of service) Act, 1996
- 20.1.11. Any other Statute, Act, Law as applicable.

21.0 INSURANCE

- 21.1. GCC clause no. 35.0
- In partial modification to GCC clause 35, it may noted that sub-clause no. iii), v) & vi) stands deleted.
- 21.2. Contractor shall at his own expense arrange, secure and maintain insurance with reputed insurance companies to the satisfaction of the Owner as may be necessary and to its full value for all such amounts to protect the works in progress and his personnel from time to time and the interest of Owner against all risks as detailed in bid document. The form and the limit of such insurance as defined herein together with the under writer works thereof in each case should be as acceptable to the Owner. 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 obligation under the Contract.

21.3. All costs on account of insurance liabilities covered under this Contract will be to Contractor's account and will be included in Contract Price.

21.4. Contractor as far as possible shall cover insurance with Indian Insurance Companies.

22.0 STATUTORY APPROVALS

22.1. General permissions shall be obtained by the Purchaser. However, working approval from any authority required as per statutory rules and regulation of Central/ State Government/ Local Bodies shall be the Contractor's responsibility unless otherwise specified in the bid document. The application on behalf of the Purchaser for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction/ commissioning of the work is not delayed for want of the approval/ inspection by concerned authorities.

22.2. The Contractor shall arrange the inspection of the work by the authorities and necessary co-ordination and liaison work in this respect shall be the responsibility of the contractor. However, Purchaser will reimburse the statutory fees paid by the contractor, if any, to the Contractor at actual on production of documentary evidence for all inspections and approval to such authorities.

22.3. Any change/ addition required to be made to meet the requirements of the statutory authorities shall be carried out by the Contractor without additional cost to Purchaser. The inspection and acceptance of the work by statutory authorities shall however, not absolve the Contractor from any of his responsibilities under this Contract.

23.0 SITE CLEANING

23.1. Contractor shall clean and keep clean (Housekeeping and cleanliness) the work site always to the satisfaction of the Engineer-in-charge for easy access to work site and to ensure safe passage, movement and working.

23.2. The Contractor shall dispose of the unserviceable materials, debris etc. to any area, as decided by the Engineer- In-Charge.

23.3. No extra payment shall be paid on this account.

24.0 WORKMANSHIP

24.1. Regarding work completion, the decision of the Engineer-in-Charge will be final and binding.

24.2. The work executed and material supplied shall be to the satisfaction of Engineer-in-Charge and contract price shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for its completion in an efficient and workman like manner.

24.3. The Engineer-in-Charge or his authorized representative shall approve the quality of all the materials used by contractor from time to time.

25.0 PENALTIES

AGL shall have right to levy following penalties on the Contractor and deduct applicable amount from the Contractor's Running Bills:

25.1. In case proper barricading, along the trench and pits, as per technical specification for Last Mile Connectivity (LMC) work and associated MDPE Laying works, is not provided, the work shall be immediately suspended till such time proper barricading, as per the technical specification is provided and penalty will be levied as per SCC clause 25.3.

25.2. In case required numbers of safety equipments like Safety Harness belts, helmets, fluorescent jackets etc as per the Technical Specifications and Special conditions of the contract of the tender, could not be provided by the contractor during execution, work shall be suspended and penalty will be levied as per SCC clause 25.3.

25.3. Either of the case as in clause 25.1 & 25.2 above shall attract penalty of Rs. 1000 per instance. Any subsequent instance shall attract penalty of Rs. 5000 per instance with a notice to contractor. Subsequent non- compliance within 5 days shall lead to a deduction of upto 5% from RA bill at the discretion of the EIC and may also lead to black listing of the contractor for future jobs.

25.4. In case of complete compliance of HSE norms throughout the contract period the contractor shall be issued a letter of appreciation by the Owner on recommendation by the consultant.

25.5. In case it is noticed and confirmed by the Consultants/Third party Agencies/ AGL Site-Incharge that any fusion jointing or conversion is being carried out by personnel other than approved/qualified technicians as per the Technical Specifications for laying of PE pipelines and technical

specification for installation of GI/Copper Pipes, Rs1000.00 per joint or conversion shall be levied and the person supervising the work shall be suspended from AGL sites.

- 25.6. In case of non-submission of material reconciliation statement on every three month, Rs 5000 per instance shall be levied from the running bills.
- 25.7. In case of installation of contractor's supplied material without inspection and prior approval EIC/site in charge, Rs. 5000/- per instance shall be levied from the running bills.
- 25.8. In case of noncompliance of statutory provisions penalty will be imposed by the owner as detailed below:
- a. Contractor's failure to submit **RPFC/ ESI** challans of previous month along with the bills during the validity of the contract, Owner shall **deduct 5% (Five percent)** of payable amount from the contractor's running bill and retain the same as a deposit. Such retained amount shall be refunded to contractor on production of RPFC challan/ receipt. In case of non-submission of challans for a particular month, a penalty of **Rs. 5000/- shall be imposed for that particular month.**
 - b. Delay of more than 21 days from the date of work order in obtaining / submitting **WC** cover or taken for shorter duration will result into penalty of **Rs. 5000/- per week or part thereof.**
 - c. Delay of more than 21 days from the date of work order in obtaining / submitting the required **insurance policies** as specified in the tender document will result into a penalty of **Rs. 5000/- per week or part thereof.**
 - d. The contractor must obtain **labour licence** at the start of work at allotted site. No contractor will be allowed to take-up the work without obtaining labour license. In certain exceptional cases, if delay of more than 30 days from the date of work order in submitting the labour licence is found, it shall attract a penalty of **Rs. 5000/- per week or part thereof**
- 25.9. In case required numbers of equipment, Tools & Tackles as per the lists enclosed with the Technical Specifications for laying of PE Pipelines and technical Specification for installation of GI/Copper pipes, could not be provided by the contractor at the time of need, a notice shall be issued to the contractor by AGL Site- In- charge and Rs. 1000.00 per day shall be levied as penalty till such time the equipment, Tools & Tackles are available for completion of the work.

26.0 PENALTIES ON MONTHLY TARGETS

- 26.1. Suitable Penalty will be applicable on shortfall in achieving monthly targets as per the discretion of the EIC.
- 26.2. Penalty will be calculated on closure of individual Order.

27.0 COMPLETION DOCUMENT

- 27.1. Contractor in three sets shall submit the following documents in hard binder, as a part of completion documents:
- 27.1.1. Copies of the Inspection reports, Laying Graphs, HDD Profiles and PE/GI/Copper cards, valve pit drawings.
 - 27.1.2. Pre testing, final Hydrostatic/ Pneumatic and other Test results and reports.
 - 27.1.3. Consumption statements of PE/GI/Copper certified by Owner's Site Engineer.
 - 27.1.4. Material Reconciliation.
 - 27.1.5. All other requirements as specified in the respective specifications.
 - 27.1.6. Completion Certificate issued by Owner's Site Engineer.
 - 27.1.7. No claim & No due certificate by the Contractor.
 - 27.1.8. Completion Certificate for embedded and covered up works wherever applicable.
 - 27.1.9. Recovery statement, if any.
 - 27.1.10. Statement for reconciliation of all the payments and recoveries made in the progress bills.
 - 27.1.11. Copies of deviation statement and order of extension of time, if granted.
 - 27.1.12. Copies of all documents related to statutory requirements like Labour License, CAR Policy, WCP, EPF, ESI, challans etc.
 - 27.1.13. Any other contractual documents required on completion.

28.0 MATERIAL TO BE SUPPLIED BY THE CONTRACTOR

- 28.1. Contractor will place timely orders on Owner's specified manufacturers/agencies so as to receive the material in accordance with the execution of project activities. The orders to be placed by the contractor shall incorporate certain clauses with respect to delivery schedule, guarantee/warranty, inspection and despatch clearance by Owner. The items and quantities shall be in accordance with the work to be executed and shall be verified by Owner for its appropriations.
- 28.2. All material will be manufactured as per approved Quality Assurance Plan (QAP) only to be specified by Owner. Material will be inspected by owner's appointed third party inspection (TPIA), the charges of which shall be in Contractor's scope.
- 28.3. After approval of QAP, Contractor will submit a schedule production plan mentioning qty's of production along with inspection call at-least one week in advance from the date of commencement of production.
- 28.4. Contractor will submit a written request to Owner for dispatch clearance of material. For this purpose, he will be required to submit detailed material test inspection report and release note issued by the TPIA. On getting the dispatch clearance, the contractor will arrange material dispatch to the designated project site(s).
- 28.5. Contractor shall arrange for proper storage of his material distinctly separate from free-issued material. Contractor shall require to appraise Owner regarding cover area, lock & key arrangement of its safe custody, resources marked safe and proper receiving, stocking, issuing, and maintaining all verifying records on regular basis.
- 28.6. Contract shall invariably submit copies of order placed by them on various agencies for sourcing material and shall ensure submission of invoices, challans / packing lists, LR Copy, material inspection report and guarantee/warranty certificate for each lot of material received at Owner's site.
- 28.7. All material should be covered under warranty for satisfactory performance for maximum period of defect liability of executed work. Any defect noticed during defect liability period shall be promptly attended as faulty material must be contractor's responsibility to take-up the matter with material supplier. Any delay on account of non-availability of ordered material or replacement of faulty material shall not be waived by the reason of material having ordered to and inspected by Owner's recommended agencies. Faulty material must be contractor's responsibility to take-up the matter with material supplier. Any delay on account of non-availability of ordered material or replacement of faulty material shall not be waived by the reason of material having ordered to and inspected by Owner's recommended agencies.
- 28.8. Before award of works order/ starting of work at allotted site, contractor shall provide details of stores and site office established by him for the intended work. Failing which the allocation of work may be deferred by Owner. Also, the contractors shall submit details of tools& tackles under his procession required for execution of the work. Owner shall verify all these aspects before allocating work to the contractor.
- 28.9. The networking work includes Horizontal Directional Drilling (HDD) at various locations by means of HDD machining of appropriate capacities. Contractor advised to apprise himself of all such requirements. Any delay during the executing due to non-availability of HDD machine shall not be accepted by Owner.
- 28.10. Contractor will not transfer any free issue as well as his supplied material to any other site/ any other contractor without prior written approval of the Engineer- In - charge.

29.0 GENERAL

- 29.1. All personnel of the contractor entering on work premises shall be properly and neatly dressed and shall wear uniform badges while working on premises of the Owner including work sites.
- 29.2. The rates quoted by the bidder must be inclusive of all the taxes, duties & levies except GST. All taxes, duties, other statutory levies and rates thereof applicable as of 10 days prior to due date of submission of bid shall be included in the quoted rates.



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- 29.3. Contractor shall provide all labour and necessary supervision to carry out the work as per the scope of work as defined in tender document, which forms part of this contract in accordance with the conditions of the contract laid down in this part of contract read in conjunction with General Conditions of Contract.

30.0 TIME LIMIT FOR CLAIMS

- 30.1. Under no circumstances whatsoever, shall the contractor be entitled to any compensation from Owner on any account unless the contractor shall have submitted claim pertaining to the contract in writing to the Engineer-in- Charge within 30 days of cause of such a claim occurring. Contractor shall be deemed to have waived off is writes to claim the same, if the claim is not raised within this period.

31.0 ABNORMALLY HIGH RATE ITEMS

- 31.1. 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.



32.0 PENALTY FOR POOR WORKMANSHIP BY PROJECT CONTRACTOR (ARC/LMC) WHICH IS FOUND BY AGL O&M DURING DEFECT LIABILITY PERIOD (12 months from date of commissioning)

Once project contractor has charged/commissioned pipeline & handed over to AGL O&M Team, then AGL O&M team will do their daily, weekly and monthly inspection as per their schedule. ARC tender Vol I-II in GCC clause no 7 of defect liability period clause has been modified as under.

AGL O&M team will inspect the newly charged pipeline as per their schedule of inspection.

AGL O&M team will inform one day before inspection to AGL project contractor through email & SMS marking copy to projects department. If O&M department finds any defect in the job done by project contractor due to failure of fitting / poor workmanship (excluding third party damage) during the Defect Liability Period (12 months from date of commissioning), then AGL O&M team will inform AGL project EIC/AGL Finance through email with complete report. AGL project EIC will impose fine as one-time charge to project contractor who has carried out the job. Penalty/fine per each failure is proposed as follows:

In order to Recover the cost of repair & notional gas loss due to failure of fitting during Defect liability period, Penalty shall be imposed on project contractor as follows-

- a. For the leakage found (because of failure of fitting & poor workmanship excluding third party damage) in 125mm or 180mm Dia MDPE joint within defect liability period, EIC will impose a one-time fine of Rupees 1,00,000/- per failed joint on project contractor.
 - b. For the leakage found (because of failure of fitting & poor workmanship excluding third party damage) in 63mm Dia MDPE joint within defect liability period, EIC will impose a one-time fine of Rupees 80,000/- per failed joint on project contractor.
 - c. For the leakage found (because of failure of fitting & poor workmanship excluding third party damage) in 32mm Dia MDPE joint within defect liability period, EIC will impose a one-time fine of Rupees 60,000/- per failed joint on project contractor.
 - d. For the leakage found (because of failure of fitting & poor workmanship excluding third party damage) in 20mm Dia MDPE joint within defect liability period, EIC will impose a one-time fine of Rupees 40,000/- per failed joint on project contractor.
 - e. For the leakage found (because of failure of fitting & poor workmanship) in GI / welded pipe joint before regulator piece within defect liability period, EIC will impose a one-time fine of Rupees 20,000/- per failed joint on project contractor.
 - f. For the leakage found (because of failure of fitting & poor workmanship) in GI / welded pipe joint after regulator piece within defect liability period, EIC will impose a one-time fine of Rupees 10,000/- per failed joint on project contractor.
- For poor workmanship, penalty of Rs. 5000/- to be levied for each instance.

34.0 ADDRESS FOR CORRESPONDENCE

A. C&P Department

Aavantika Gas Limited, Email: cp@aglonline.net
Second Floor 202-B,
NRK Business Park,
Vijay Nagar Square, AB Road,
Indore-452010
Telephone : +91 (731) 4222520

B. ENGINEER – IN CHARGE (as designated during award of Contract)

Aavantika Gas Limited,
Second Floor 202-B,
NRK Business Park,
Vijay Nagar Square,
AB Road, Indore-452010
Telephone : +91 (731) 4222520



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SECTION V

GENERAL CONDITIONS OF CONTRACT (GCC)

1 DEFINITIONS

- 1.1 All the initial capitalised terms used in the Agreement shall have the meaning as described to such terms hereunder:
- 1.2 'Agreement' or 'Contract' means the agreement entered into between the Owner 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.
- 1.3 'Completion Schedule' or 'Delivery Schedule' means a schedule approved by the Owner for completion of all obligations of the Contractor under the Agreement.
- 1.4 'Consultant' means the person or firm or body corporate appointed by the Owner for the purposes of providing services as determined by him in connection with this Agreement.
- 1.5 'Contract Documents' mean all the documents referred to in the Agreement for discharging the requisite obligations by respective party.
- 1.6 'Contract Price' means the price payable to the Contractor under the Contract for the full and proper performance of all its contractual obligations.
- 1.7 'Day', 'Month' or 'Year' means calendar day, calendar month or calendar year.
- 1.8 'Engineer' means an authorized representative of the Owner, if any, to which the Owner has entrusted various tasks in relation to the carrying out of his Project and in particular the implementation of the relevant Agreement. The Engineer is fully empowered to represent the Owner. For avoidance of doubt, Consultant may be an Engineer. In case the Agreement does not specify the intervention by the Engineer, the rights and obligations are exercised and borne by the Owner, mutatis mutandis.
- 1.9 'Effective Date' means a date on which Contractor's obligations will commence and thereupon Delivery Schedule and/or Completion Schedule will be drawn up.
- 1.10 'Goods' means all of the equipment, machinery, and/or other materials which the Contractor is required to supply to the Owner under the Agreement.
- 1.11 'GCC' means the GENERAL CONDITIONS OF CONTRACT contained in this section.
- 1.12 'Inspector' means any person or outside Agency nominated by Owner 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.
- 1.13 '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.
- 1.14 'Purchaser' /or 'Owner' means the organization purchasing the Goods / services, i.e. Aavantika Gas Ltd. (AGL).
- 1.15 '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.
- 1.16 'Site' or 'Owner's stores' means the place or places named in tender document.
- 1.17 'SCC' means the SPECIAL CONDITIONS OF CONTRACT forming a part of the Contract Documents.
- 1.18 'Supplier' or 'Seller' or 'Contractor' means the individual person or firm or body corporate supplying the Goods and Ancillary Services under the Agreement.
- 1.19 'Bid' or 'Tender' shall have the same meaning.

2 INTERPRETATION OF CONTRACT DOCUMENT

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 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.

3 CONFIDENTIALITY

- 3.1 The Contractor cannot, without agreement of the Owner, 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 Owner / Consultant / Engineer/ Inspector.
- 3.2 Further, Contractor is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by Owner/ Consultant/ Engineer/ Inspector. The Owner/ Consultant retains the right to claim damages from the Contractor in the case where these documents have been used without such written consent.
- 3.3 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.
- 3.4 Regarding the application of this clause, the experts appointed by the Owner/ Engineer are not considered as third parties, and for this reason they have to respect, towards the Contractor, the same obligations as the Owner in these matters.
- 3.5 Any document, other than the Agreement itself, enumerated in GCC shall remain the property of the Owner and shall be returned (all copies) to the Owner on completion of the Contractor's obligations under the Agreement, if so required by the Owner.

4 CONTRACT PERFORMANCE BANK GUARANTEE

- 4.1 Within 15 days of the award of work order, the successful bidder shall furnish the performance guarantee in the form as provided in the Bid documents.
- 4.2 The Contract Performance Bank Guarantee (CPBG) shall be taken @ 10% of the each Work Order value (Excluding Taxes and Duties).
- 4.3 The Contract Performance Bank Guarantee shall be valid for a period of Three (3) Months beyond the expiry of Contract including the defect liability period.

- 4.4 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.
- 4.5 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.
- 4.6 The proceeds of the Contract Performance Bank Guarantee shall be payable to the Owner as compensation for any loss or damage resulting from the Contractor's failure to complete its obligations under the Agreement.
- 4.7 The Contract Performance Bank Guarantee shall be denominated in the currency of the Agreement and shall be in one of the following forms:
- 4.8 A bank guarantee issued by a scheduled / Nationalized bank is acceptable to the Owner, in the form provided in the bid documents. The Contract Performance Bank Guarantee will be discharged by the Owner 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.
- 4.9 The contractor shall submit a written request for release of Contract performance Bank Guarantee, on successful completion of defect liability period.

5 INSPECTIONS AND TESTS

- 5.1 Refer SCC Clause 4.0.

6 TRANSPORTATION

- 6.1 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 Owner's store and Transportation to place of work including its coverage for transit insurance.

7 GUARANTEE/ WARRANTY/ DEFECT LIABILITY PERIOD

- 7.1 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 Owner/ Consultant.
- 7.2 The Owner shall promptly notify the Contractor in writing of any claims arising under this warranty.
- 7.3 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 Owner. The Contractor may take over the replaced parts/ Goods at the time of their replacement. No claim whatsoever shall lie on the Owner 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. Defect liability period shall be 12 months from the date of handing over of the system to AGL.
- 7.4 If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, the Owner 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 Owner may have against the Contractor under the Agreement.

8 PRICES

- 8.1 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.

9 TAXES, DUTIES, ETC.

- 9.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, etc. now or hereafter imposed, increased, modified, from time to time in respect of Works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all applicable Central, State, Municipal and local laws and regulations, and requirement of any Central, State or local Government agency or authority.
- 9.2 Contractor further agrees to defend, indemnify and hold Owner 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 Owner 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.
- 9.3 Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

10 STATUTORY VARIATION

- 10.1 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 Owner against documentary evidence submitted by the Contractor.

11 PAYMENT

- 11.1 Contractor shall submit his monthly bills to the respective Engineer-In-Charge of Owner, 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 Owner's Engineer-In-Charge within 30 (Thirty) days, if found in order. No interest shall be paid in case of delay in payments. For payment terms, refer clause no. 6 of SCC.
- 11.2 Payment shall be released after applicable tax deductions at source as per rules & acts enforced during the tenancy of the contract.

12 SUBCONTRACTING

- 12.1 The Contractor shall notify the Owner in writing of all subcontracts awarded under this Agreement if not already notified in the Contractor's bid and incorporated in the Agreement. Such notification and incorporation shall not relieve the Contractor from any liability or obligation under the Agreement. Such sub-contract shall be limited to certain bought-out items and sub-assemblies, which are not in line of Contractor's manufacturing or proposed manufacturing unit of authorized Contractor.
- 12.2 Such purchased and subcontracted items shall have to be necessarily in full compliance with the terms and conditions of the Agreement and do not relieve the Contractor of any of his contractual obligations. The Contractor shall be solely responsible for any action, deficiency or negligence of his sub-contractors.
- 12.3 For any subcontract, the Owner is entitled to demand from the Contractor, for approval of the list of sub- contractors, the Contractor intends to involve and of the orders he may entrust to them. Approval by the Owner cannot give rise to any legal bond between the Owner and the sub-contractors and leaves full responsibility only to the Contractor.

- 12.4 In the event where the warranty agreed between the Contractor and his sub-Contractors exceeds in scope or in period those required under the Agreement, the Contractor undertakes to make the Owner the full and direct beneficiary of such warranty.
- 13 DELAYS IN THE CONTRACTOR'S PERFORMANCE**
- 13.1 Delivery of the Goods and performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Owner in the Completion Schedule.
- 13.2 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 OWNER at its option by written notice to the CONTRACTOR:
- 13.2.1 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 OWNER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the OWNER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the OWNER, 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 OWNER for any excess cost occasioned by such work having to be so taken over and completed by the OWNER over and above the cost at the rates specified in the schedule of quantities and rate/prices.
- 13.2.2 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 OWNER 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 OWNER.
- 13.3 In such events of above sub-clauses:
- 13.3.1 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 OWNER to recover from the CONTRACTOR the excess cost referred to in the sub clause aforesaid, the OWNER 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.
- 13.3.2 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 OWNER 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 OWNER under the terms of the CONTRACT authorised or required to be reserved or retained by the OWNER.
- 13.4 Before determining the CONTRACT provided in the judgement of the OWNER, 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 OWNER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.
- 13.5 The OWNER 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 OWNER to give any prior notice to the CONTRACTOR.

- 13.6 Termination of the CONTRACT as provided above shall not prejudice or affect their rights of the OWNER which may have accrued upto the date of such termination.
- 13.7 Except as provided under GCC or for the reasons solely attributable to the Owner, 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.
- 14 CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 13**
- 14.1 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 OWNER BY CLAUSE 13 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 OWNER 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 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.
- 15 TERMINATION FOR DEFAULT**
- 15.1 Save for the cases provided for in Clause, if the Contractor fails to fulfil any of his obligations, the Owner 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 Owner's rights of receiving reparation for the resulting damage.
- 15.2 The Owner 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.
- 16 CHANGE IN CONSTITUTION**
- 16.1 Where the CONTRACTOR is a partnership firm, the prior approval of the OWNER 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 12 hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.



17 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE

17.1 No Director, or official or employee of the OWNER/ CONSULTANT shall in any way be personally bound or liable for the acts or obligations of the OWNER 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

18 CONTRACTOR'S OFFICE AND STORE AT SITE

18.1 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.

18.2 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 Purchaser for proper identification and verification of both types of stocks at any time.

19 CONTRACTOR TO INDEMNIFY THE OWNER

19.1 The contractor shall indemnify the Owner and every member, officer and employee of the Owner, 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 Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract. The Owner 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 Owner 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.

19.2 If any action is brought before a Court, Tribunal or any other Authority against the Owner or an officer or agent of the OWNER, 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 OWNER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

19.3 If Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Owner 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 Owner to make such payments notwithstanding the same may have been made without the consent or authority or in law or otherwise to the contrary.

20 SAFETY REGULATIONS

20.1 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 Owner indemnified in respect thereof.

21 OTHER AGENCIES AT SITE

21.1 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

22 LIENS

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

22.2 If, at any time there should be evidence or any lien or claim for which the OWNER might have become liable and which is chargeable to the CONTRACTOR, the OWNER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the OWNER against such lien or claim and if such lien or claim be valid, the OWNER 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 OWNER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. OWNER reserves the right to do the same

23 TERMINATION FOR OWNER'S CONVENIENCE

23.1 The Owner, 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 Owner's convenience, the extent to which performance of the Contractor under the Agreement is terminated, and the date upon which such termination becomes effective.

23.2 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 Owner on the terms and prices mutually agreed at that time.

23.3 For the remaining Goods, the Owner 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.

24 PAYMENT IF THE CONTRACT IS TERMINATED

24.1 If the CONTRACT shall be terminated as per Bid pursuant to Clause no. 15 of GCC, the CONTRACTOR shall be paid by the OWNER 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 OWNER for payment, based on documentary evidence of his having incurred such expenses



- 24.2 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the OWNER.
- a) Any and all completed works.
 - b) 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.

25 NO WAIVER OF RIGHTS

- 25.1 Neither the inspection by the OWNER or any of their officials, employees, or agents nor any order by the OWNER for payment of money or any payment for or acceptance of the whole or any part of the Work by the OWNER nor any extension of time, nor any possession taken by OWNER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the OWNER, 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.

26 PLANNING

- 26.1 Unless otherwise stated in the Agreement, the Contractor shall furnish to Owner not later than fifteen (15) Days from date of Notification of Award the following:
- 26.2 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,
- 26.3 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.
- 26.4 This planning does not relieve the Contractor of any of its obligations including Completion Schedule.
- 26.5 The details of site office and site stores for stocking the material in his scope of work as well as the free issued material.
- ## 27 PROGRESS
- 27.1 The planning (bar chart or similar physical progress forecast and quantities of manpower) established as per Clause 26 shall be used as a reference to regularly monitor the progress of the Contractor's obligations. In particular, the latter requires furnishing to the Owner in principle monthly, the actual physical progress computed by the method referred to in GCC Clause 26.
- 27.2 The planning is to be updated regularly by the Contractor, and is reviewed when the Owner so requests, any time particular circumstances significantly affect the elements that were taken into account when the planning was established.
- 27.3 If the work progress rate is deemed insufficient to meet the prescribed time-limits, the Owner 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 Owner.

27.4 The Owner and/or Consultant 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.

28 WORK IN MONSOON AND DEWATERING

28.1 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.

28.2 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.

29 WORK ON SUNDAYS AND HOLIDAYS

29.1 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 OWNER shall have no liability whatsoever on this account.

30 SETTLEMENT OF DISPUTES

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

30.2 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.

30.3 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.

30.4 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.

30.5 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.

30.6 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.

30.7 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree.



31 LIMITATION OF LIABILITY

- 31.1 Except in cases of wilful negligence or wilful misconduct, and in the case of infringement, the Contractor shall not be liable to the Owner, 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 Owner and the aggregate liability of the Contractor to the Owner, 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.

32 GOVERNING LANGUAGE

- 32.1 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.

33 APPLICABLE LAW

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

34 NOTICES

- 34.1 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.
- 34.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

35 INSURANCE

- 35.1 General

CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the OWNER 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 OWNER 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 OWNER. 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 OWNER, 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 OWNER 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 OWNER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the OWNER 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 OWNER 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 OWNER 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 OWNER 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.

The OWNER 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 OWNER'S LIABILITY INSURANCE:**

Workmen Compensation, Mediclaim policy and Owner's Liability Insurance shall be taken by the CONTRACTOR at its own cost covering all its employees (except those who are covered in ESI scheme against submission of documentary evidence) policy, who are 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 Owner's liability insurance for the latter's employees if such employees are not covered under the CONTRACTOR's Insurance.

The policy shall indicate:

1. Work Order No.
2. Complete scope of work
3. Site/ location details
4. Details of workmen to be insured
5. Validity period of the insurance coverage

ii) **ACCIDENT OR INJURY TO WORKMEN:**

The PURCHASER 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 PURCHASER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the PURCHASER 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**

Open transit policy of all items to be transported by the CONTRACTOR to the SITE of WORK, shall be taken by the CONTRACTOR and monthly declaration of the materials to be transported or transported to be declared to the insurance agency. This will include the materials to be supplied by the CONTRACTOR to AGL site and or any free issue materials issued by AGL, to be transported to site for execution 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 PURCHASER'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**

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.

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.

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 Purchaser. However, third party risk shall be maximum to Rs. 10(ten) lakhs to death.

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

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



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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 including Third Party 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 1.5 times the order value to cover the cost of free issue material/items issued by the Owner and the cost of materials being procured by the CONTRACTOR. The policy shall be taken for individual work order.

The policy shall indicate:

1. Work Order No.
2. Complete scope of work
3. Site/ location details
4. Type of risks covered
5. Validity period of the insurance coverage

The policy shall indicate complete scope of work, site, location details of work, type of risks covered and validity of the insurance

viii) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER:

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 OWNER. He shall also carry and maintain any other insurance which may be required by the OWNER

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

36.1 CONTRACTOR shall be responsible for making good to the satisfaction of the OWNER any loss or any damage to structures and properties belonging to the OWNER or being executed or procured or being procured by the OWNER or of other agencies within in the premises of all the work of the OWNER, 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.

36.2 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 OWNER or any third party including overhead and underground cables and in the event of any damage resulting to the property of the OWNER 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 OWNER or ascertained or demanded by the third party shall be borne by the CONTRACTOR. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

36.3 The CONTRACTOR shall indemnify and keeps the OWNER harmless of all claims for damages to property other than OWNER'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.

37 DATE OF COMING INTO EFFECT

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

38 EXECUTION OF WORK

38.1 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

39 CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES

39.1 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 OWNER 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 equipment 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

40 CARE OF WORKS

40.1 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

41 ALTERATIONS IN SPECIFICATIONS, DESIGN AND EXTRA WORKS

41.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lump sum firm price. The OWNER 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 OWNER 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.

41.2 In such cases, a change order will be initialed by the CONTRACTOR at the appropriate time for the OWNER'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

42 OWNER MAY DO PART OF WORK

42.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the OWNER 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 OWNER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the OWNER 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 OWNER.

43 POSSESSION PRIOR TO COMPLETION

43.1 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.

44 SUSPENSION OF WORKS

44.1 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 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

44.2 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

45 CARE OF WORKS

45.1 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 OWNER 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 OWNER 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 thereof 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 OWNER 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 OWNER 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.

45.2 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 OWNER 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 OWNER.

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 OWNER 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.

46 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

46.1 If during the progress of the WORK, OWNER 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, OWNER 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 OWNER of or affect any rights under the CONTRACT, the OWNER may otherwise have in respect of such defects and deficiencies.

46.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the OWNER 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 OWNER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the OWNER to the CONTRACTOR in respect of such defective plant. Should the OWNER 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 OWNER under the CONTRACT for such defective plant.

47 DEFENCE OF SUITS

47.1 If any action is brought before a Court, Tribunal or any other Authority against the Owner or an officer or agent of the OWNER, 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 OWNER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

48 DEDUCTIONS FROM THE CONTRACT PRICE

48.1 All costs, damages or expenses which OWNER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the OWNER. All such claims shall be billed by the OWNER 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 OWNER 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 OWNER of such claims.

49 COMPLETION CERTIFICATE

49.1 Application For Completion Certificate:

When the CONTRACTOR fulfils his obligation under Clause 45.1 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.

49.2 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 OWNER, 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.

49.3 Completion certificate documents

For the purpose of Clause 49.2 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 OWNER for the WORK and list of surplus materials returned to the OWNER's store duly supported by necessary documents.

50 FINAL DECISION AND FINAL CERTIFICATE

- 50.1 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 OWNER 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 OWNER.

51 CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION

51.1 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 OWNER of the due performance of the CONTRACT or any part thereof or of occupancy or validity of any claim by the CONTRACTOR.

52 CONTRACTOR'S RESPONSIBILITY

52.1 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.

52.2 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 Owner. In case of default by the contractor, Owner will hold the release of contractor's payment till the contractor makes the payment of salary to his personnel or Owner may take suitable action at the risk & cost of Contractor.

52.3 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 Owner shall have no obligation in this respect. The Owner shall not be responsible for providing any medical assistance to the contractor personnel.

52.4 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.

52.5 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 OWNER at his own cost, if so required by OWNER 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.

53 MODIFICATION IN CONTRACT

53.1 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 Owner 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.

53.2 Owner 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.

54 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES

54.1 Nothing contained herein shall restrict OWNER 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.

55 SUB-LETTING OF CONTRACT

55.1 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 Owner.

56 EMPLOYMENT LIABILITY OF CONTRACTOR

56.1 The Contractor shall indemnify Owner & 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 Owner shall have no responsibility towards them.

- 56.2 The Contractor shall be directly responsible and indemnify the Owner against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.
- 56.3 The Contractor shall indemnify the Owner against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.
- 56.4 The Contractor shall ensure regular and effective supervision of the personnel deployed by him.

57 COMPLIANCE OF LAWS

- 57.1 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.
- 57.2 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.
- 57.3 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.
- 57.4 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 Owner 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 Owner'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 Owner.
- 57.5 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.
- 57.6 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 Owner 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.
- 57.7 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 Owner.
- 57.8 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, Owner 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 Owner. General third party insurance for CNG Station shall be arranged by Owner.



58 THE ENGINEER-IN-CHARGE

- 58.1 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.
- 58.2 During the currency of this Contract, OWNER can increase and / or decrease the number of the services required & quantity of work /services shown in from the Schedule of Rates.
- 58.3 Order the Contractor to remove or replace any workmen whom the Owner considers incompetent or unsuitable and opinion of the Owner 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 OWNER.

59 REPATRIATION AND TERMINATION

- 59.1 OWNER 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 Owner immediately.
- 59.2 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 Owner for the same.
- 59.3 Also Owner 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 Owner 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 OWNER.

60 INDEMNITY

- 60.1 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 Owner 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.

61 CONTRACTOR'S SUB-ORDINATE STAFF AND THEIR CONDUCT

- 61.1 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.

- 61.2 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 Owner 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.

61.3 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 neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible therefore and relieve the Owner 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 Owner on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of Contract.

61.4 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.

62 JURISDICTION

62.1 The contract shall be governed by and constructed according to the laws in force in India and 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 Contract.

63 FORCE MAJEURE

63.1 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.

63.2 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.

63.3 Upon such occurrence, contractor shall immediately inform the Owner and only in case Owner decides, contractor shall stop the Work. In case of any emergency, contractor shall activate Emergency Response Plan (ERP) as per Owner's approved procedures.

63.4 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.

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

64 General Terms & Conditions of Works Contract

1. SUBMISSION OF TENDER

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

2. STATUTORY LEVIES

- A. The Contractor accepts full and exclusive liability for the payment of any and all taxes, duties, cess, levies and statutory payments payable under all or any of the statutes. Variations of taxes and duties arising out of the amendments to the Central I State enactments, in respect of sale of goods I services covered under this bid shall be to AGL's account, so long as:
- They relate to the period after the opening of the price bid, but before the contracted completion period (excluding permitted extensions due to delay on account of the contractors, if any) or the actual completion period, whichever is earlier; and
 - The vendor furnishes documentary evidence of incurrence of such variations, in addition to the invoices/documents for claiming Input Tax credit, wherever applicable.
- B. The rates quoted should be inclusive of all taxes. However, wherever the tax is to be deducted at source, the same will be deducted from the bills of the Contractor and paid to the concerned authorities. The proof of such payments of tax will be furnished to the contractor.

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.

65 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.



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- b. Supplier shall be responsible for availing all applicable concessions in taxes, duties, levies etc. as per terms of Purchase Order. Any loss, direct or implied, accrued to AGL on account of supplier's failure to avail concessions shall be borne by Supplier.

3. CUSTOMS DUTY (CD) VARIATION

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

66 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.

Bidder Seal & Sign

NATURAL GAS- CLEAN ENERGY, GREEN ENERGY



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- 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.

- 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.



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SECTION VI

FORMS AND FORMATS



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Form F-1

BIDDER'S GENERAL INFORMATION

To,
M/S AAVANTIKA GAS LIMITED,
INDORE.

1-1 Bidder Name: _____

1-2 Name of Owner/ MD of organization _____

1-3 Number of Years in Operation: _____

1-4 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

1-5 Operation Address if different from above: _____

City _____ District _____

State _____ PIN/ZIP _____

1-6 Telephone Number: _____

(Country Code) (Area Code) (Telephone Number)

1-7 Mobile Number, if any _____

1-8 E-mail address: _____

1-9 Website: _____

1-10 Fax Number: _____

(Country Code) (Area Code) (Telephone Number)

1-11 Banker's Name : _____

1-12 Branch : _____

1-13 Branch Code : _____

1-14 Bank account number : _____



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1-15 Type of Firm: Proprietary/ Partnership/ PVT/Public_____

1-16 GSTN No.: _____

1-17 State / UT.: _____

1-18 PAN No. : _____

1-19 BOCW Registration no. : _____

1-20 EPF Registration no.: _____

1-21 Whether SSI Registrant Or not : _____

(SIGNATURE OF BIDDER WITH SEAL)



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Form F-2

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY
(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To
Aavantika Gas Limited,
Second Floor 202-B, NRK Business Park, Vijay Nagar
Square, AB Road,
Indore-452010,

Dear Sir(s),
In accordance with Invitation for Bid under your reference No_____ M/s.
having their Registered / Head Office at _____
(hereinafter called the Tenderer) wish to participate in the said bidding
for _____.

As an irrevocable Bank Guarantee against Earnest Money for the amount of _____
is required to be submitted by the Bidder as a condition precedent for participation
in the said bidding which amount is liable to be forfeited on the happening of any contingencies
mentioned in the Bidding Document.

We, the _____ Bank at _____ having our
Head Office _____ (Local
Address) guarantee and undertake to pay immediately on demand without any recourse to the
bidder by AAVANTIKA GAS Ltd., the amount _____
_____ without any reservation, protest, demur and recourse. Any
such demand made by AAVANTIKA GAS Ltd., shall be conclusive and binding on us irrespective of
any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid upto _____ [this date should be
valid for 2 months in excess of bid validity]. If any further extension of this guarantee is required, the
same shall be extended to such required period on receiving instructions from M/s. _____ whose behalf
this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this
_day of _____ 200__ at _____.

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per Power of Attorney
No. _____
Date: _____



INSTRUCTIONS FOR FURNISHING BANK GUARANTEE FOR EMD/BID SECURITY

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.
2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bidding Documents.
3. The bank guarantee by bidders will be given from bank as specified in ITB
4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee /all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB.
5. Bidders must indicate the full postal address of the bank along with the bank's e-mail/ Fax no. From where the earnest money bond has been issued.
6. If a bank guarantee is issued by a commercial bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred crore) or equivalent along with documentary evidence.

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



E-Tender No.: AGL/Head Office/Contract and Purchase/11/24-25/ET/11
[LMC WORK INDS AND COMM]
LMC WORK AT INDORE GA INCLUDING UJJAIN & PITHAMPUR
FOR INDUSTRIAL AND COMMERCIAL CONNECTION



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



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



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
(On Bidder's letter head)**

Aavantika Gas Limited,
Indore (M.P.)

Name of Bidder:

Dear Sir,

We understand that any deviation / exception in any form may result in rejection of bid. We, therefore, certify that we have not taken any exceptions/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-5

CHECK LIST FOR AGREED TERMS AND CONDITIONS

E-Tender No.: AGL/Head Office/Contract and Purchase/6/22-23/ET/6[LMC WORK INDS AND COMM]

S.No.	DESCRIPTION	BIDDERS CONFIRMATION
1.	Price Basis	Firm and Fixed
2.	Complete Scope of work as defined in the Bid documents	Included
3.	Confirmation of acceptance of bid document in Toto	Yes
4.	Prices include all Taxes, duties, levies, fees, insurance, etc.	Included
5.	Contract Validity (As per Bid document)	Accepted
6.	Completion Period (As per Bid Document)	Accepted
7.	Price Reduction Schedule as per Bid document	Accepted
8.	Terms of Payments (As per Bid document)	Accepted
9.	Performance Bank Guarantee to be submitted in fifteen (15) days	Accepted
10.	General /Special/ Technical terms & Conditions of Bid	Accepted
11.	Validity of bid	Accepted
12.	Bid Document fee (If not submitted earlier) DD No. & date: _____ Bank Name : _____ Amount Rs. _____	NA
13.	Bid Security (EMD) Details of EMD: DD/ BG _____ No. Dated _____ For Rs. _____ Bank Name: _____	Submitted
14.	Price Quoted as per SOR.	Yes
15.	Zero Deviation Confirmation as per Form 4	Yes
16.	All the documents of the bid with signed & stamped	Yes

Name of the Bidder : M/s

Signature :

Name :

Designation :

Date :

Seal :

Bidder Seal & Sign

NATURAL GAS- CLEAN ENERGY, GREEN ENERGY



E-Tender No.: AGL/Head Office/Contract and Purchase/11/24-25/ET/11
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Form F- 6
DECLARATION (on Bidder's letter head)

No.

Date:

E-Tender No. AGL/Head Office/Contract and Purchase/6/22-23/ET/6[LMC WORK INDS AND COMM]

Aavantika Gas Limited,
Indore (M.P.)

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

SEAL AND SIGNATURE OF BIDDER



E-Tender No.: AGL/Head Office/Contract and Purchase/11/24-25/ET/11
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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



Form F- 10

FORMAT FOR STATUTORY AUDITOR'S/ CHARTERED ACCOUNTANT *

**CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
 (For supply of Goods/Works/Services)**

We have verified the Annual Accounts and other relevant records of M/s..... (Name of the bidder) and certify the following

a. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

b. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

Description	Year
	Amount (Currency)
1. Currency Assets	
2. Current liabilities	
3. Working capital (Current assets-current liabilities)	
4. Net worth (Paid up share capital and free reserves & surplus)	

Name of Audit Firm:
Chartered Accountant
Date:

[Signature of Authorized signatory]
Name:
Designation:
Seal:
Membership no.

Instructions:

- i. The financial year would be the same as one normally followed by the bidder for its Annual Report.
- ii. The bidder shall provide the audited annual financial statements as required for this Tender Document. Failure to do so would result in the personnel being considered as non-responsive.
- iii. For the purpose of this Tender document (i) Annual Turnover shall be "Sale value/Operating Income" (ii) Working capital shall be "Current Assets less Current Liabilities" and (iii) Net Worth shall be "Paid up share capital and Free reserves & Surplus"
- iv. * Bidders whose accounts are not audited by auditors as per Law/jurisdiction, certification from a Chartered Accountant to be submitted.



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Form F-12

DECLARATION ON TENDER DOCUMENT DOWNLOADED (on Bidder's letter head)

No.

Date:

Aavantika Gas Limited,
Indore (M.P.)

Sub: Bid Document no. AGL/Head Office/Contract and Purchase/11/24-25/ET/11 [LMC WORK INDS & COMM] for Last Mile Connectivity (LMC) Work (Volume I & II), Corrigendum & Reply to bidder's queries etc.

Sir,

We hereby confirm that we have read each page of the subject Tender document along with Corrigendum & Reply to bidder's queries thoroughly and understood the complete Scope of Work and other terms & conditions. We hereby also confirm that tender terms & conditions are acceptable to us and any deviation other than mentioned in deviation form is not to be taken into account.

Yours faithfully,

Signature
Name & Designation
For and on behalf of

SEAL & SIGNATURE OF BIDDER



Form F-13

CONTRACT – PERFORMANCE BANK GUARANTEE
 (To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.....
Date.....

To

Aavantika Gas Limited
 202-B, 2nd Floor, NRK Business Park,
 Vijay Nagar Square, A.B. Road
 Indore (M.P)
 Pin – 452010
 India

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., 202-B, 2nd
 Floor, NRK Business Park, Vijay Nagar Square, A.B. Road, 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.



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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.
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.202

Bidder Seal & Sign

NATURAL GAS- CLEAN ENERGY, GREEN ENERGY



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**Form F-14
PERFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY
PURCHASER/ OWNER**

(To be executed on non-judicial stamp paper of appropriate value)

WHEREAS AAVANTIKA GAS LIMITED, INDORE (INDIA) (hereinafter referred to as "AGL") which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at 202 – B, 2nd Floor, NRK Business Park, A.B. Road, Indore has entered into an Contract with ____ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for _____ on the terms and conditions as set out, inter-alia, in the Contract No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

- i) AGL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by AGL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.
- ii) As a pre-condition to the supply of the said materials by AGL to the CONTRACTOR, AGL has required the CONTRACTOR to furnish to AGL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified AGL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the CONTRACTOR's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR upto and until the date of return to AGL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to AGL forthwith on demand in writing without protest or demur the value as specified by AGL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with AGL's costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses upto) and aggregate limit of

_____ (In words _____)

_____ Only).

AND THE CONTRACTOR hereby agrees with AGL that:

- i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of AGL arising hereunder upto and until the midnight of _____ . However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfill the



CONTRACT.

- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to AGL in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of AGL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of AGL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by AGL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by AGL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to AGL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the

CONTRACTOR under the Power of Attorney dated _____.

Place:

Dated:

(SIGNED BY COMPETENT AUTHORITY)
Official seal of the CONTRACTOR



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Form F-15

AFFIDAVIT (on Non-Judicial Stamp Paper)

No.

Date:

Aavantika Gas Limited,
Indore (M.P.)

Sub: Bid Document no. AGL/Head Office/Contract and Purchase/11/24-25/ET/11 [LMC WORK INDS & COMM] for Last Mile Connectivity (LMC) Work (Volume I & II), Corrigendum & Reply to bidder's queries etc.

Sir,

We have read subject tender document along with Corrigendum & Reply to bidder's queries thoroughly and understood the Statutory Requirement to be fulfilled during execution of complete Scope of Work.

We hereby confirm that we will comply to all Statutory Requirements without any price implication to AGL.

Yours faithfully,

Signature
Name & Designation
For and on behalf of

SEAL & SIGNATURE OF BIDDER

Bidder Seal & Sign

NATURAL GAS- CLEAN ENERGY, GREEN ENERGY



PROFORMA FOR CONTRACT AGREEMENT

CONTRACT Agreement for the work of ----- (Specify Name of the Work & Tender No.: and PO / WO No.) made on ----- between (Name and Address) -----, hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and Aavantika Gas Limited hereinafter called the "OWNER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

A. The OWNER HAS ISSUED Bid Documents and related documents for inviting bids for execution of works, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of CONTRACT, Special Conditions of CONTRACT, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.

B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of CONTRACT, Special Conditions of CONTRACT, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

The OWNER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by OWNER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with OWNER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the CONTRACT.

Bidder Seal & Sign

NATURAL GAS- CLEAN ENERGY, GREEN ENERGY



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2. In consideration of the due provision execution and completion of the said WORK, OWNER does hereby agree with the CONTRACTOR that the OWNER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the OWNER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the OWNER for the services rendered by the OWNER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the OWNER towards the controlled items of consumable materials or towards loss, damage to the OWNER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

4. It is specifically and distinctly understood and agreed between the OWNER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the OWNER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the OWNER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

5. The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the OWNER shall be entitled to terminate such license at any time without assigning any reason.

IN WITNESS WHEREOF the parties have executed these presents in the day and the year first above written.

Signed and Delivered
For and on behalf of Aavantika Gas Limited

Signed and Delivered
For and on behalf of the CONTRACTOR

(NAME OF THE CONTRACTOR)

Date: _____
Place: _____

Date: _____
Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____
2. _____

1. _____
2. _____



PREAMBLE TO SCHEDULE OF RATES

The Schedule of Rates (SOR) shall be read in conjunction with all other sections of the Bid Document.

The Bidder is deemed to have studied the drawings, specifications, Special Conditions of Contract (SCC), General Conditions of Contract – Works (GCC – Works) and details of works to be done within the Time-schedule specified in the Bid document and should have acquainted himself of the conditions prevailing at Project-site.

All duties and Taxes, Works Contract Tax, Turnover Tax and other levies or any other statutory payment payable by the Contractor under the Contract OR for any other cause shall be included in the SOR.

Quoted prices should be inclusive of all taxes and duties, except GST.

Bidders must submit firm prices for all the items of SOR. Bids of all such Bidders not complying with this requirement shall not be accepted.

Bidders shall quote as per the items of SOR only. No comment, explanation or Clarification in SOR is acceptable.

The quantities specified in SOR are tentative and shall be used to evaluate the Bidder's position. AGL does not make any commitment for quantities to be ordered on daily or monthly basis; and payments shall be released for actual quantities ordered and supplied/executed.

No claim shall be entertained during the currency of the contract towards any item due to the above including where the Bidder/ contractor has quoted low / high prices.

All items of work mentioned in the SOR shall be carried out as per the specifications, drawings and instructions of Employer and the Prices are deemed to be inclusive of costs towards material, consumables, labour, supervision, tools & tackles and detailing of construction/ fabrication drawings, isometric wherever required as called for in the detailed specifications and condition of the Contract.

Employer reserves the right to cancel / delete / curtail any item or group of work if necessary. Such a step shall not be considered as a reason for changing the Prices.

The prices quoted in SOR shall be deemed to include all activities of work mentioned in item-description (short description) of SOR (detailed).

Name, Signature & Stamp
of Authorized Signatory
of Bidder



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SECTION VII

SCHEDULE OF RATES (SOR)

	Preparation and submission of Daily progress report, Laying Graphs on daily basis to EIC. Submission of Weekly report, Monthly Progress Report alongwith material reconciliation statement to EIC..		
	Preparation and submission of As built drawings, crossings details, graphs and deviation statements before commissioning of pipelines.		
	Submission of all documents required for contract closure as per instruction of EIC in numbers as mentioned in contract.		
	Any other activities not mentioned / covered explicitly above, but otherwise required for satisfactory completion /operation/ safety / statutory / maintenance of the works shall also be covered under the scope of work and has to be completed by the Contractor within specified schedule at no extra cost to AGL		
	Making trial pits at a distance of 40 to 50 Mtrs or as per the instructions of Site In Charge/Engineer In Charge to ensure the exact location of pipeline and condition of Pipe wherever the pipeline is laid by the HDD Method and the HDD/Shot Length is upto or more than 80 Mtrs and to do the liasoning with the local bodies/residents to facilitate the job/making the pits. The pit location is to be marked on the Graph/As Graph. No extra payment shall be payable to the Contractor for carrying out this activity.		
	All the fitting/material required for the commissioning of the laid MDPE pipe line by jointing with source(charged) pipe line of any size will be Vendor scope.		
1.1	For MDPE Pipeline length to be laid upto 25 meters, fixed Lumpsum charges towards pipeline laying shall be paid. For the additional length to be laid over and above 25 mtrs, pipeline laying rate shall be paid as per SOR 1.2 as the case may be. For the cases where different dia of pipeline is required to be laid, the lumpsum rate of higher size pipeline shall be paid. Example: 1) For pipeline length of 24 mtrs of dia 32 mm:- Amount to paid = Rs. 11146/- (SOR 1.1 a) 2) For pipeline length of 30 mtrs of dia 32 mm (open cut):- Amount to paid = SOR 1.1 a + ((SOR 1.2 b + SOR 18 a+b) x 5 mtrs)		
a	20 and 32 mm PE pipe	Nos	66
b	63 and 125/180 mm PE pipe	Nos	14
1.2	Layng of MDPE Pipeline over and above 25 mtrs.		
a	20 mm PE pipe	Meters	50
b	32 mm PE pipe	Meters	3,000
c	63 mm PE pipe	Meters	2,000
d	125/180 mm PE pipe	Meters	1,000
1.3	Pipe laying using manual boring / machine boring (directional drilling) technique (With HDPE Casing Pipe) for carrier pipe sizes of:		
	Survey of underground utilities, execution of the work as per specification, including excavation of pits with the hole size not exceeding 20% of the pipe dia, jointing and insertion of carrier pipe without casing and subsequent backfilling, compaction restoration of the pits to its original condition as per specifications and the instructions of Engineer-in-Charge		
a	32mm Pipe	Meters	100
b	63mm Pipe	Meters	100
c	125mm Pipe	Meters	100
Note:	Payment shall be made on the actual length of Casing Pipe. However, payment for Carrier Pipe inside Casing Pipe shall be paid as per Item No.- 1 of Mainline Laying.		
1.4	Crossing (With Steel Casing Pipe)		
	Installation of Steel Casing Pipe by Boring/Jacking/Horizontal Directional Drilling for Rail, National Highway, River and Major Nullahs wherever required in all types of soil and terrain, including all associated works as per the permission from Authority including supply of all other contractor supplied materials viz. casing end seals including supply of all other materials, equipments, consumables, manpower, welding as per the drawings, specifications and instructions of E.I.C.		
a	Installation with 6" NB Steel Casing Pipe	Meters	20
b	Installation with 10" NB Steel Casing Pipe	Meters	20
Note:	Payment shall be made on the actual length of Casing Pipe. However, payment for Carrier Pipe inside Casing Pipe shall be paid as per Item No.- 1 of Mainline Laying.		
1.5	Repair and rectification of uncharged/damaged MDPE pipe, laid by other contractor:		
1.5.1	Flushing, Testing, Commissioning of any size of pipeline stretch and submission of as built autocad drawing for same. This includes supply of all material & tools tackles which is not in scope of owner like warning tapes, Trial Pit, excavation for pipeline rectification etc.(Fusion jointing of MDPE gas pipe line will be pay separately, as per SOR 1.5.2)	Meters	500
1.5.2	Fusion Jointing for pipe line connectivity(applicableonly item 1.5.1)		

a	20 & 32mm	Nos	8
b	63 & 125mm	Nos	16
2	Supply & Jointing of HDPE Casing Pipe (PE 100 SDR 21 PN 6 Grade)		
a	HDPE Casing Pipe - 90 mm Dia	Meters	100
b	HDPE Casing Pipe - 160 mm Dia	Meters	100
c	HDPE Casing Pipe - 250 mm Dia	Meters	100
Note:	Quantities has to be procured with due approval of E.I.C		
3	Supply of Steel Casing Pipe		
a	6" NB, 6.4mm Thick- IS: 3589/API 5L Gr. B / IS: 2062 Gr. B	Meters	20
c	10" NB, 6.4mm Thick- IS: 3589/API 5L Gr. B / IS: 2062 Gr. B	Meters	20
Note:	Quantities has to be procured with due approval of E.I.C		
4	Supply of Transition Fitting of following sizes:		
a	PE to Steel Transition Fitting : 32mm to 1" as per the specification	Nos	77
b	PE to Steel TF : 63mm to 2" as per the specification	Nos	2
c	PE to Steel TF : 125mm to 4" as per the specification	Nos	1
5	Removing and Restoration of Built-up Surfaces		
	Breaking and Restoration of the hard surfaces of roads including Asphaltting, metal, Cement concrete/RCC, bituminous, Tiles/ Slabs/ Blocks/ Curb stones / Footpath, Brick setting/ channels etc. to original condition including supply of the approved quality material required, as per AGL & local authorities norms, obtaining NOC from concerned local authorities / land owners/ third party inspection agencies designated by AGL / local authority and to the satisfaction of the Engineer-in-Charge.	RM	600
6	Excavation of hard rock wherever hard rock of single piece exceeding 1.5m in length removable by pneumatic chisel/ drill as per specifications and direction of EIC	Cu Meters	90
7	Excavation of soft rock/murum	Cu Meters	220
8	Excavation of pit for Hook up/Saddling of existing charged line at any depth for Connecting PNG Customers. (AGL existing MDPE charged pipeline depth varies from 1.0m to 4.0m.)	M ³	100
9	Construction of RCC Cast in Situ / Precast Valve Chamber as per the Drawing & Installation, Testing & Commissioning of PE Valves of all sizes in Valve Chamber. This includes Electrofusion Jointing/Tie-in with main pipeline. Chamber cover shall be pre-cast only conforming to M 35 strength. No additional charges to be paid for supply of sand in valve chamber. Water proofing agents should be added in to inside plaster.	Nos	40
10	Supply and Installation of Route Markers		
a	RCC Route Markers as per Sketch: Supply, fabrication and installation of RCC route markers, at distance of every 50 meter, as per the attached drawings, along the route including all associated civil works such as excavation and construction in all types of soils, grouting with concrete, clearing, supply and application of approved color and quality of primer and paint, stencil letter cutting of numbers, direction, chainage etc. restoration of area to original condition and performing all works as per drawings, specification and instruction of EIC. Markers are also required to be installed at all T points of pipeline, end point of pipeline, both end at every road crossing, and as per direction of EIC.	Nos	167
b	Pipeline Warning Sign Markers with Foundation As per Sketch: Supply, fabrication and installation of warning pole markers, at distance of every 200 meter, as per the attached drawings, including all associated civil works such as excavation and construction in all types of soils, construction of pedestals and grouting with concrete, cleaning, stencil letter cutting and painting of numbers, direction, chainage, etc. restoration of area to original condition as per the instruction of EIC.	Nos	34
c	Pipeline Warning Sign Markers without Foundation as per Sketch (Plate Marker): Supply, fabrication and installation of warning markers as per the attached drawings and as per the instruction of EIC.	Nos	80
11	CIVIL WORKS		
a	Plain Cement Concrete		
	Supplying and laying plain cement concrete (including shuttering of required) in all types of concrete works including leveling courses below foundation, substructure, superstructure, chambers, cable trench, under floors and any other locations, at all levels as per drawings, specifications and directions of EIC. Foundation for installation of Service Regulator shall also be considered in this SOR.		
	PCC 1:4:8 1 Cement: 4 Coarse sand: 8 stone aggregate 40 mm nominal size	M ³	10
Note:	Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials, shuttering, earth work in excavation and backfilling using approved earth in all conditions etc. with all bye works and sundry works.		
b	Reinforced Cement Concrete		

	Providing and laying reinforced of grade M-20 with 20 mm and down grade crushed stone aggregate in all types of structures like foundations, pedestals, pedestal bases, pipe supports, sleepers cable trench including construction joints, bitumen painting on surface in contact with soil, providing and fixing reinforcing steel, shuttering, inserts, finishes etc. at all depths and heights complete as per drawings , specifications and direction of the Engineer-in-Charge.	M ³	5
Note:	Rate to include cost of all labour, tools, tackles, equipment , hire charges, supply of all materials, such as minimum 43 grade cement including sulphate resistant cement for sub structures, R/F steel, Inserts, bolts, conduits, bitumen, other minor construction materials, shuttering tanging, earth work in excavation and backfilling using serviceable earth in all conditions shorting bailing and pumping out water, testing of concrete, curing etc. will all bye works and sundry works.		
12	Supply and Installation of Concrete Sleeves		
	Supply, installation of concrete sleeves, insertion of MDPE pipe, sealing the annuals, firm fixing of sleeves with concrete mix as per specification and instructions of the EIC.		
a	4" (One meter long piece)	Nos	40
b	8" (Five meter long piece)	Nos	20
c	10" (Three meter long piece)	Nos	20
13	Liaisoning and Permission Work		0
a	To get permission by liasoning / preparation of drawings from Statutory Authorities like (IMC/IDA/PWD/MPRDC), Municipal Corporation & Development Authority and submit to AGL Engineer in Charge (However necessary required documents for Permission will be given by AGL to Contractor for further submission to Authority and statutory demand charges from Authority will be paid by AGL), Job also includes getting NOC and BG return from Authorities after completion of work and submission to AGL Engineer in Charge.	Meters	5,845
b	Liaisoning with local authorities for laying of all pipe sizes (where written permissions are not available). This SOR will be applicable for 32 mm & above sizes only where there is some validity related issues for earlier received permissions.	Meters	2,505
14	GI / Pipe installation		
	Supply & Installation of "C" Class GI Service Pipes with GI Fittings including Elbow, Tees, Cross, Union, Socket, Reducer, Nipple, End Cap, End Plug, Isolation Valve, Appliance Valve and all other require fittings, etc of NPT Thread		
	Preparation and approval of schedules , execution procedures, sketches.		
	Finalization of optimum route with consent of customer and AGL representative / TPI, from transition fitting to meter inlet.		
	Supply and Installation of GI Pipes , Fittings and Valves including NPT threading, painting as specified.		
	Supply & Fixing of approved, Clamps, Dowell Plugs with SS screws, grout material, suitable thread sealant I.e. Teflon Tape/ lock tight, drilling of holes through tiles / wood/ marble/ Granite etc . Jointing of PE to aboveground service GI pipes, testing, purging and commissioning of the complete installation.		
	Drilling of holes through walls with proper heavy duty Hammer Drill Machine, tools & tackles, using proper sealant/ grout material & colours to match original, replacement of damages during drilling, restoring the area to original condition to the satisfaction of Owner/ EIC.		
	All above activities to be carried out as per specification to the complete satisfaction of consumer & as directed by EIC.		
	Testing, purging, commissioning, of Network; submission of as built drawing for PE line (plotting service line in main network line) and isometric drawing of GI installation duly accepted by customer and owner / owner's representative		
	Any other activity not mentioned / covered, explicitly above, but otherwise required for satisfactory completion/ safety/ statutory/ maintenance of works shall also be covered under scope of work and has to be completed by contractor within specified schedule at no extra cost to AGL.		
	Supply of all tools, tackles, Safety Harness Belt of approved quality and consumables required to execute the work in an efficient manner. Contractor has to maintain proper data entry operator at his office with laptop/desktop and update daily activity in AGL portal daily.		
a	Installation of 1/2" NB GI Pipe Threaded after Isolation Valve of Regulator piece.	Meters	20
b	Installation of 1/2" NB GI Pipe Welded after Isolation Valve of Regulator piece(Forged Fittings)	Meters	20
c	Installation of 1/2" NB GI Pipe (Regulator Piece) including Isolation Valve .	Meters	10



E-Tender No.: AGL/Head Office/Contract and Purchase/11/24-25/ET/11
[LMC WORK INDS AND COMM]
LMC WORK AT INDORE GA INCLUDING UJJAIN & PITHAMPUR
FOR INDUSTRIAL AND COMMERCIAL CONNECTION



d	Supply & Installation of 3/4" NB GI Pipe threaded(includes installation of Isolation valve & Regulator)	Meters	20	
e	Supply & Installation of 3/4" NB GI Pipe Welded after Isolation Valve(Forged Fittings)	Meters	10	
f	Supply & Installation of 1" NB GI Pipe threaded(includes installation of Isolation valve & Regulator)	Meters	160	
g	Supply & Installation of 1" NB GI Pipe Welded after Isolation Valve(Forged Fittings)	Meters	50	
h	Supply & Installation of 2" NB GI Pipe threaded(includes installation of Isolation valve & Regulator)	Meters	10	
i	Supply & Installation of 2" NB GI Pipe Welded after Isolation Valve(Forged Fittings)	Meters	20	
15	(Installation of Meter & Regulator) : Fixing of Meters & Regulators with associated inlet and outlet connections/ fittings including Meter Adaptors, Regulator inlet / outlet connection fittings, supply & fixing of approved meter brackets and other supports by proper scaffolding/ grouting. Restoring the area to original condition as per specification and to complete satisfaction of consumer and EIC.			
a	Installation of Industrial/Commercial Meters & Regulator (All GI/Brass Fittings must be of NPT Thread).	Nos.	66	
16	Transportation & Installation of metering SKID, meter EVC and associated accessories			
	Receiving and taking over, handling, loading, transportation and unloading of MRS/ Metering Skid from Owner's designated stockyards/other location to concerned site			
Note:	Rate to include cost of all labour, tools, tackels, equipment, hire charged, etc.			
	This is a lump sum item rate however payment for all MDPE pipe laying for Hook-up, civil and structural works shall be made based on approved quantity executed at site as per applicable SOR.			
	All Bolts, nuts, washer, U-clamps, gaskets etc. if required during installation shall be procured and supplied by the Contractor within the rate quoted. These items shall not be separately measured and paid.			
a	Meter, EVC, Junction Box, Battery Box, NRV etc.	Nos.	14	
b	Metering SKID	Nos.	4	
17	HSE Ensuring at Site			
a	Ensuring Personnel Protective Equipment and other site related safety requirements	Mtr	8,350	
b	Ensuring openings/excavation properly covered with Continuous Hard barricades.	Mtr	8,350	
Total Amount Excluding GST in Rs.				
Applicable GST in percentage (%)				Please quote applicable GST % here
Total Amount Excluding GST in Rs.				