



**INDRADHANUSH  
GAS GRID LIMITED  
IGGL**  
(A Public Limited Company)

**TENDER NO.  
IGGL/GHY/C&P/PROJ/V  
EHICLE/06-19-1  
(E TENDER NO.  
IGGL-100001)**



**BIDDING DOCUMENT FOR HIRING OF VEHICLES  
ON CALL BASIS & MONTHLY BASIS FOR OFFICE &  
PRE-PROJECT ACTIVITIES OF NORTH EAST GAS  
GRID PRE-PROJECT BY IGGL FOR 2(TWO) YEARS  
EXTENDABLE BY 1(ONE) YEAR / 1(ONE) YEAR  
EXTENDABLE BY 1(ONE) YEAR SUBJECT TO GOOD  
CONDITIONS OF VEHICLES & SATISFACTORY  
SERVICES UNDER THE SAME TERMS  
&CONDITIONS**

**OPEN DOMESTIC COMPETITIVE BIDDING  
( THROUGH E TENDERING)**

**FOR PARTICIPATION IN THIS TENDER  
BIDDERS ARE REQUESTED TO  
VISIT THE WEBSITES: (i)**

**INDRADHANUSH GAS GRID LIMITED (IGGL )'s**

**Tender Website–**

**<https://iggl.co.in>**

**(ii)Govt.CPPPortal-<https://etenders.gov.in> and submit their Bid  
in Govt. CPP Portal-<https://etenders.gov.in>**

**NOTE:DSC of Class 3 category issued by a licensed  
Certifying Authority (CA) needs to be obtained for efilling  
on the CPP eTendering Portal**

**Issued by**

**INDRADHANUSHGAS GRID LIMITED(IGGL)  
(A Public Limited Company)**

**Address: INDRADHANUSH GAS GRID LIMITED (IGGL) Indradhanush Gas Grid  
Limited, 5th Floor, Central Mall, G S Road, Christian Basti, Guwahati-781005, Assam**

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# SECTION-I

## INVITATION FOR BID (IFB)

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

Ref No: IGGL/GHY/C&amp;P/PROJ/VEHICLE/06-19-1

Date: 10.06.2019

To,

PROSPECTIVE BIDDERS

**SUBJECT: BIDDING DOCUMENT FOR HIRING OF VEHICLES ON CALL BASIS & MONTHLY BASIS FOR OFFICE & PRE-PROJECT ACTIVITIES OF NORTH EAST GAS GRID PRE-PROJECT BY IGGL FOR 2(TWO) YEARS EXTENDABLE BY 1(ONE) YEAR / 1(ONE) YEAR EXTENDABLE BY 1(ONE) YEAR SUBJECT TO GOOD CONDITIONS OF VEHICLES & SATISFACTORY SERVICES UNDER THE SAME TERMS & CONDITIONS**

Dear Sir/Madam,

- 1.0 INDRADHANUSH GAS GRID LIMITED (IGGL a Public Limited Company, a Joint Venture (JV) of IOCL, ONGC, INDRADHANUSH GAS GRID LIMITED (IGGL), OIL and NRL, having its registered office at Guwahati in the State of Assam, invites bids from bidders for the subject job/works, incomplete accordance with the following details and enclosed Tender Documents.

2.0	The brief details of the tender are as under:					
(A)	NAME OF WORK / BRIEF SCOPE OF SERVICE /JOB	<b>HIRING OF VEHICLES ON CALL BASIS &amp; MONTHLY BASIS FOR OFFICE &amp; PRE-PROJECT ACTIVITIES OF NORTH EAST GAS GRID PRE-PROJECT BY IGGL FOR 2(TWO) YEARS EXTENDABLE BY 1(ONE) YEAR / 1(ONE) YEAR EXTENDABLE BY 1(ONE) YEAR SUBJECT TO GOOD CONDITIONS OF VEHICLES &amp; SATISFACTORY SERVICES UNDER THE SAME TERMS &amp;CONDITIONS</b>				
(B)	TENDER NO. & DATE	IGGL/GHY/C&P/PROJ/VEHICLE/06-19-1 dtd. 10.06.2019				
(C)	TYPE OF BIDDING SYSTEM	<b>TWO BID SYSTEM</b>				
(D)	TYPE OF TENDER	<b>E TENDER NO. IGGL-100001</b>				
(E)	COMPLETION/CONTRACT PERIOD	<b>2(TWO) YEARS EXTENDABLE BY 1(ONE) YEAR / 1(ONE) YEAR EXTENDABLE BY 1(ONE) YEAR SUBJECT TO GOOD CONDITIONS OF VEHICLES &amp; SATISFACTORY SERVICES UNDER THE SAME TERMS &amp;CONDITIONS</b>				
(F)	BID SECURITY / EARNEST MONEY DEPOSIT	<table><tr><td><b>PART(S)</b></td><td><b>AMOUNT</b></td></tr><tr><td><b>A&amp;B</b></td><td><b>Rs. Rs.4,29,342.00</b></td></tr></table>	<b>PART(S)</b>	<b>AMOUNT</b>	<b>A&amp;B</b>	<b>Rs. Rs.4,29,342.00</b>
		<b>PART(S)</b>	<b>AMOUNT</b>			
<b>A&amp;B</b>	<b>Rs. Rs.4,29,342.00</b>					
		(Refer clause no.16 of ITB)				

(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From <b>10.06.2019</b> to <b>01.07.2019</b> (1400 Hrs., IST) on following websites:  (i) INDRADHANUSH GAS GRID LIMITED (IGGL )'s Tender Website– <a href="https://iggl.co.in">https://iggl.co.in</a> (ii) Govt.CPP Portal- <a href="https://etenders.gov.in">https://etenders.gov.in</a>
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Date: <b>18.06.2019</b> Time: 1500Hrs (IST) Venue: Indradhanush Gas Grid Limited, 5th Floor, Central Mall,
(I)	DUE DATE & TIME OF BID-SUBMISSION	Date: <b>01.07.2019</b> Time: up to 1400 Hrs.
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date: <b>02.07.2019</b> Time: 1500 Hrs.
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	1) Name : Mr. Indranil Neog Designation: Deputy General Manager (C&P) Phone No.: 9435090936 E-mail: <a href="mailto:indranil.neog@iggl.co.in">indranil.neog@iggl.co.in</a>  2) Name: Mr. Udayan Das Designation: Chief Manager (Projects-C&P) Phone No.: 9435152080 E-mail: <a href="mailto:udayan.das@iggl.co.in">udayan.das@iggl.co.in</a>

In case of the days specified above happens to be a holiday in INDRADHANUSH GAS GRID LIMITED (IGGL), the next working day shall be implied.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 In case of e-tendering, the following documents in addition to uploading in the bid on **Govt. CPP Portal-<https://etenders.gov.in>** e-tendering website shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet(BDS):-

- i) EMD/Bid Security (if applicable)
- ii) Power of Attorney

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- 5.0 Bids complete in all respect should reach at the address specified in Bid Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.
- 6.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites - (i) **INDRADHANUSH GAS GRID LIMITED (IGGL)’s Tender Website –<https://iggl.co.in>** (ii) **Govt. CPP Portal-<https://etenders.gov.in>** as mentioned at 2.0(G) of IFB and **submit their Bid in Govt. CPP Portal-<https://etenders.gov.in>** complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission. **Bidders are advised to refer to instructions to bidders in CPP portal.**
- 8.0 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 subject to provisions contained in Clause No. 2 of ITB.
- The Tender Document calls for offers on single point “Sole Bidder” responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.
- 9.0 **Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the above-mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.**
- 10.0 All the bidders including those who are not willing to submit their bid are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information. ( **NOT APPLICABLE**)
- 11.0 **Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.**
- 12.0 **INDRADHANUSH GAS GRID LIMITED (IGGL) reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.**

This is not an Order

For & on behalf of  
INDRADHANUSH GAS GRID LIMITED (IGGL)

(Authorized Signatory)

Name : Indranil Neog  
Designation : Deputy General Manager (C&P)  
E-mail ID : [indranil.neog@iggl.co.in](mailto:indranil.neog@iggl.co.in)  
Contact No. :9435090936

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# CUTOUT SLIPS

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DO NOT OPEN- THIS IS A QUOTATION

Bid Document No. : IGGL/GHY/C&P/PROJ/VEHICLE/06-19-1 dtd. 10.06.2019

Subject/ Item : **HIRING OF VEHICLES ON CALL BASIS & MONTHLY BASIS FOR OFFICE & PRE-PROJECT ACTIVITIES OF NORTH EAST GAS GRID PRE-PROJECT BY IGGL FOR 2(TWO) YEARS EXTENDABLE BY 1(ONE) YEAR / 1(ONE) YEAR EXTENDABLE BY 1(ONE) YEAR SUBJECT TO GOOD CONDITIONS OF VEHICLES & SATISFACTORY SERVICES UNDER THE SAME TERMS & CONDITIONS**

Due Date & Time : Up to 1400 Hrs. (IST) on 01.07.2019

From:	To:
	Deputy General Manager (C&P) Indradhanush Gas Grid Limited(IGGL) 5th Floor, Central Mall, G S Road, Christian Basti Guwahati- 781005, Assam

(To be pasted on the envelope containing Physical Documents as per clause no. 4.0 of IFB)

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## SECTION-II

# BID EVALUATION CRITERIA & EVALUATION METHODOLOGY



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## **SECTION-II**

### **BID EVALUATION CRITERIA & EVALUATION METHODOLOGY**

#### **1. TECHNICAL CRITERIA:**

- 1.1 Bidder shall have experience of having executed at least a single order / contract of providing of vehicles to any Govt. / Semi Govt. / PSU / MNC / Public Ltd. Company / Pvt. Ltd. in previous seven (07) years prior to the due date of bid submission having minimum order value as mentioned below:

S No.	Type of Contract	Minimum Order Value (INR)
1	ON CALL basis	10.20 Lakhs
2	MONTHLY basis	97.13 Lakhs

- 1.2 In case the bidder is executing a rate contract which is still running and the contract value executed till one day prior to the due date of submission of the bid is equal to or more than the minimum prescribed value as mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work/supply execution certificate to this effect issued by the end user/owner/authorized consultant.

- 1.3 A job executed by a Bidder for its own plant/ projects/study cannot be considered as experience for the purpose of meeting the requirement of BEC of the tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by statutory auditor of the Bidder towards payments of statutory taxes in support of the job executed for the Subsidiary/Fellow subsidiary/Holding company. Such Bidder should submit these documents in addition to the documents specified in the bidding document to meet BEC.

#### **1.4 Documents Required in support of Technical BEC:**

The work order/ Agreement & completion /execution certificate mentioning required details, duly certified / attested by chartered engineer & notary public with legible stamp. For instance, Work Order/Agreement must clearly indicate Nature of work/ service, various components/items, period, and value. Similarly, completion certificate/ execution certificate must clearly indicate reference to relevant work order, Actual value of executed work and Actual date of completion.

#### **2. FINANCIAL CRITERIA:**

- 2.1 The minimum annual turnover of the bidder should be at least following in any one of the three preceding financial years (2018-19, 2017-18, 2016-17):

S No.	Type of Contract	Minimum Turnover Value (INR)
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1	ON CALL basis	5.10 Lakhs
2	On MONTHLY basis	48.57 Lakhs

**NOTE:** 1) For the bidders whose financial year is calendar year, for such bidders the audited financial results shall be considered as calendar year in lieu of financial year.

2) In case, the tenders having the bid closing date up to 30<sup>th</sup> September of the relevant financial year, and audited financial results of immediate preceding financial year is not available, the bidder has an option to submit the audited financial results of the three (03) years immediately prior to that year. Wherever, the bid closing date is after 30<sup>th</sup> September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate three (03) preceding financial years.

2.2 The net worth of the bidder should be positive as per the last audited financial statement.

2.3 Documents Required in support of Financial BEC:

The bidders shall submit “Details of financial Capability of Bidder” in prescribed format, duly signed and stamped by Chartered Accountant. Further, copy of audited Annual Financial Statements, submitted in bid, shall be duly certified/attested by Notary Public with legible stamp. Bidder(s) shall submit copy of Audited Annual Financial Statement [including Auditor’s Report, Balance Sheets, Profit and Loss Accounts statements, Notes & schedules etc.] of three (3) preceding Financial Year(s) along with un-price bid.

2.4 Bids from Consortium / Joint Venture shall not be accepted.

### **3.0 EVALUATION METHODOLOGY:**

The order shall be finalized on “Least cost to Owner” partwise basis as per the following methodology:

- (i) Owner shall opt for COMPLETION/CONTRACT PERIOD as (i)2(TWO) years extendable by 1(ONE) year **OR** 1 (ONE) year extendable by 1(ONE) year depending on owner’s requirement.
- (ii) Bidder may quote for any one or more Parts. However, evaluation shall be done on Part wise basis. Bidders are required to quote for full quantity of vehicles against the Part(s) in SOR for which bidder is quoting. If the bidder quotes for part quantity in any item of SOR, its bid shall be considered incomplete and shall not be evaluated.
- (iii) In case a bidder happens to be the lowest (L-1) bidder for more than one Part but does not qualify against BEC for all the quoted Parts; whether technical and/or financial, the Parts to be considered for award shall be restricted up to eligibility criteria and order shall be finalized on “Least cost to Owner” basis.
- (iv) To arrive at the lowest-evaluated bid, the evaluation of all techno-commercially acceptable bids shall be carried out as under :
  - (a) Total quoted price including all taxes & duties including GST for entire scope of work, after arithmetic check.
  - (b) Purchase preference, pursuant to relevant Clause of tender, if applicable

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(v) The bidders who are on Holiday list or banning list of IOCL / ONGCL / GAIL / OIL / NRL or Ministry of Petroleum & Natural Gas due to “poor performance” or corrupt and fraudulent practice or blacklisted / banned by any Government Department / Public Sector as on the due date of submission of bid / during the process of evaluation of bids, the offers of such bidders shall not be considered for opening / evaluation / award.

#### **4.0 ZERO DEVIATION AND REJECTION CRITERIA**

4.1 **ZERO DEVIATION**: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. IGGL will accept bids based on terms & conditions of "Bidding Documents" only and it reserves the right to raise technical and/or commercial query(s), if required, on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

**4.2 REJECTION CRITERIA**: Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Security
- (c) Specifications & Scope of Work
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if Applicable
- (m) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause will lead to rejection of bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

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## SECTION-III

# INSTRUCTION TO BIDDERS

(TO BE READ IN CONJUNCTION WITH  
BIDDING DATASHEET (BDS))

**INSTRUCTION TO BIDDERS**

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INSTRUCTIONS TO BIDDERS [ITB]  
(TO BE READ IN CONJUNCTION WITH BIDDING DATASHEET (BDS))

[A]–GENERAL

1 SCOPE OF BID

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer. Employer/Owner/INDRADHANUSH GAS GRID LIMITED (IGGL) occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/Services shall be as defined in the Bidding documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.

- 1.4 Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

## 2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/Collusive/Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by of IOCL / ONGCL / GAIL / OIL / NRL only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/Fraudulent/ Collusive/Coercive Practices) are on banning list of IOCL / ONGCL / GAIL / OIL / NRL or the Ministry of Petroleum and Natural Gas.
- If the bidding documents were issued in advertently/downloaded from website, offers submitted by such bidders shall not be considered for opening/evaluation/Award and will be returned immediately to such bidders.**
- In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to INDRADHANUSH GAS GRID LIMITED (IGGL) by the bidder.
- It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tant amount to misrepresentation off acts and shall lead to action against such Bidders as per clause 39 of ITB.**
- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to INDRADHANUSH GAS GRID LIMITED (IGGL) by the bidder.
- It shall be the sole responsibility of the bidder to inform INDRADHANUSH GAS GRID LIMITED (IGGL) there status on above on due date of submission of bid and during the course of finalization of the tender.
- Concealment of the facts shall tant amount to misrepresentation of facts and shall lead to action against such Bidders as per clause no. 39 of ITB.
- 2.4 Bidder shall not be affiliated with a firm or entity:
- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
  - (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.
- 2.5 **Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.**
- 2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

- 2.7 Power of Attorney:  
In case of a Single Bidder, Power of Attorney issued by the Board of Directors/CEO /Chairman/ MD / Company Secretary of the Bidder/all partners in case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.  
The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

3 BIDS FROM "JOINT VENTURE"/"CONSORTIUM"- NOT APPLICABLE

4 ONE BID PER BIDDER

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

5 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, INDRADHANUSH GAS GRID LIMITED (IGGL) will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6 SITE VISIT

- 6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. **The costs of visiting the site shall be borne by the Bidder.**  
6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.  
6.3 The Bidder shall not be entitled to hold any claim against INDRADHANUSH GAS GRID LIMITED (IGGL) for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

- 7.1 The contents of Bidding Documents/Tender Documents are those stated below, and should be read in conjunction with any 'Corrigendum' issued in accordance with "ITB: Clause-9":  
☐ Section-I : Invitation for Bid [IFB]



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- ☐ Section-II : BID EVALUATION CRITERIA [BEC] & Evaluation methodology
  - ☐ Section-III : Instructions to Bidders [ITB], Annexure, Forms & Format
  - ☐ Section-IV : General Conditions of Contract [GCC]\*\*
  - ☐ Section-V : Special Conditions of Contract [SCC]
  - ☐ Section-VI : Specifications, Scope of Work and Drawing
  - ☐ Section-VII : Schedule of Rates

\*Request for Quotation', wherever applicable, shall also form part of the Bidding Document.

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

## 8 CLARIFICATION OF BIDDING DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify INDRADHANUSH GAS GRID LIMITED (IGGL) in writing or email at INDRADHANUSH GAS GRID LIMITED (IGGL)'s mailing address indicated in the BIDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not held. INDRADHANUSH GAS GRID LIMITED (IGGL) reserves the right to ignore the bidders request for clarification if received after the aforesaid period. INDRADHANUSH GAS GRID LIMITED (IGGL) may respond in writing to the request for clarification. INDRADHANUSH GAS GRID LIMITED (IGGL)'s response including an explanation of the query, but without identifying the source of the query will be uploaded on tendering websitementioned above/~~communicated to prospective bidders by e-mail.~~
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

## 9 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by corrigendum.
- 9.2 Any corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0(G) of IFB ~~communicated to prospective bidders by e-mail.~~ Bidders have to take into account all such corrigendum before submitting their Bid.
- 9.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the corrigendum issued thereof.
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## ICI-PREPARATION OF BIDS

### 10 LANGUAGE OF BID:

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The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and INDRADHANUSH GAS GRID LIMITED (IGGL) shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

## 11. DOCUMENTS COMPRISING THE BID

11.1 In case the Bids are invited under the Manual two Bid system. The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:

11.1.1 ENVELOPE-I: "TECHNO-COMMERCIAL/UN-PRICED BID" shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) Copies of documents, as specified in tender document
- (d) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- (e) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (f) 'Agreed Terms and Conditions', as per 'Form F-5'
- (g) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-6'
- (h) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (i) Power of Attorney/copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no. 2.7 of ITB
- (j) EMD in original as per Clause 16 of ITB
- (k) All forms and Formats including Annexures
- (l) List of consortium/ JV member(s), if any, and Consortium Agreement (as per format) clearly defining their involvement & responsibility in this work, wherever applicable as specified elsewhere in the IFB/RFQ/BEC.
- (m) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (n) Additional document specified in Bidding Data Sheet (BDS).
- (o) Any other information/details required as per Bidding Document

Note: All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder.

11.1.2 ENVELOPE-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. INDRADHANUSH GAS GRID LIMITED (IGGL) shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.

- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
  - iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount/rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
  - v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications/confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- 11.2 **In case the bids are invited under e-tendering system, bidders are requested to refer Instructions for participating in E-Tendering and the ready reckoner for bidders available in Govt. CPP Portal-<https://etenders.gov.in>. Bids submitted manually shall be rejected, the bids must be submitted on Govt. CPP Portal-<https://etenders.gov.in> website as follows :-**
- 11.2.1 PART-I: “TECHNO-COMMERCIAL/UN-PRICED BID” comprising all the above documents mentioned at 11.1.1 alongwith copy of EMD/Bid Bond, copy of Power of Attorney should be submitted alongwith the bid.
- Further, Bidders must submit the original "EMD, Power of Attorney, and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.**
- Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bid will be rejected irrespective of their status/ranking in tendering process.
- 11.2.2 PART-II: PRICE BID
- The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 herein above and to uploaded in SOR attachment /Conditions of E-tendering portal.
- [In case of online bidding , necessary modifications w.r.t. SOR attachment and provisions for online filling the rate and its attachment, should be mentioned]
- 11.3 In case of bids invited under single bid system, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the BID. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.
- 12 **SCHEDULE OF RATES/ BID PRICES**
- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by

- the Bidder and accepted by the Employer. **The prices quoted by the Bidders will be inclusive of all taxes except GST (CGST & SGST/UTGST or IGST).**
- 12.2 **Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.**
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work/ Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (CGST & SGST/ UTGST or IGST) shall be included in the rates/prices and the total bid-price submitted by the Bidder. **Applicable rate of GST (CGST & SGST/UTGST or IGST) on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.**
- 12.5 **Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/Govt. Authorities and after as certaining it's applicability with respect to the contract.**
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 **Further, Bidder shall also mention the Service Accounting Codes (SAC) /Harmonized System of Nomenclature (HSN) at the designated place in SOR.**
- 13 GST (CGST & SGST/UTGST or IGST)**
- 13.1 Bidders are required to mention the GST Registration number in bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except GST (CGST & SGST or IGST or UTGST). Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Service Provider only. Service Provider providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details. Payments to Service Provider for claiming GST (CGST & SGST/UTGST or IGST) amount will be made provided the above formalities are fulfilled. Further, INDRADHANUSH GAS GRID LIMITED (IGGL) may seek copies of challan and certificate from Chartered Accountant for deposit of GST (CGST & SGST/UTGST or IGST) collected from Owner.
- 13.3 **In case CBIC (Central Board of Indirect Taxes and Customs) /any tax authority/any equivalent government agency brings to the notice of INDRADHANUSH GAS GRID LIMITED (IGGL) that the Service Provider has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from INDRADHANUSH GAS GRID LIMITED (IGGL) to the government exchequer, then, that Contactor shall be put under Holiday list of INDRADHANUSH GAS GRID LIMITED (IGGL) for period of six months after**

- following the due procedure. This action will be in addition to the right of recovery of financial implication arising on INDRADHANUSH GAS GRID LIMITED (IGGL).**
- 13.4 In case of statutory variation in GST (CGST & SGST/UTGST or IGST), other than due to change in turnover, payable on the contract value during contract period, the Service Provider shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.  
Beyond the contract period, in case INDRADHANUSH GAS GRID LIMITED (IGGL) is not entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Owner.  
Beyond the contract period, in case INDRADHANUSH GAS GRID LIMITED (IGGL) is entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to INDRADHANUSH GAS GRID LIMITED (IGGL)'s account.  
Claim for payment of GST (CGST & SGST/UTGST or IGST)/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST (CGST & SGST/UTGST or IGST), otherwise claim in respect of above shall not be entertained for payment of arrears.  
The base date for the purpose of applying statutory variation shall be the Bid Due Date.
- 13.5 Where the INDRADHANUSH GAS GRID LIMITED (IGGL) is entitled to avail the input tax credit of GST (CGST & SGST/UTGST or IGST):-
- 13.5.1 Owner/INDRADHANUSH GAS GRID LIMITED (IGGL) will reimburse the GST (CGST & SGST/UTGST or IGST) to the Service Provider at actuals against submission of Invoices as per format specified in rules/regulation of GST to enable Owner/INDRADHANUSH GAS GRID LIMITED (IGGL) to claim input tax credit of GST (CGST & SGST/UTGST or IGST) paid. In case of any variation in the executed quantities, the amount on which the GST (CGST & SGST/UTGST or IGST) is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 13.5.2 The input tax credit of GST (CGST & SGST/UTGST or IGST) quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 13.6 Where the INDRADHANUSH GAS GRID LIMITED (IGGL) is not entitled to avail/take the full input tax credit of GST (CGST & SGST/UTGST or IGST):-
- 13.6.1 Owner/INDRADHANUSH GAS GRID LIMITED (IGGL) will reimburse GST (CGST & SGST/UTGST or IGST) to the Service Provider at actuals against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST (CGST & SGST/UTGST or IGST) as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which GST (CGST & SGST/UTGST or IGST) is applicable will be modified on pro-rata basis.
- 13.6.2 The bids will be evaluated based on total price including applicable GST (CGST & SGST/UTGST or IGST).
- 13.7 INDRADHANUSH GAS GRID LIMITED (IGGL) will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any

- unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) while evaluation of bid (if applicable as per Govt. Act/Law in vogue). Where INDRADHANUSH GAS GRID LIMITED (IGGL) is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 13.8 In case INDRADHANUSH GAS GRID LIMITED (IGGL) is required to pay entire/certain portion of applicable GST (CGST & SGST/UTGST or IGST) and remaining portion, if any, is to be deposited by Bidder directly as per GST (CGST & SGST/UTGST or IGST) laws, entire applicable rate/amount of GST (CGST & SGST/UTGST or IGST) to be indicated by bidder in the SOR. Where INDRADHANUSH GAS GRID LIMITED (IGGL) has the obligation to discharge GST (CGST & SGST/UTGST or IGST) liability under reverse charge mechanism and INDRADHANUSH GAS GRID LIMITED (IGGL) has paid or is/liable to pay GST (CGST & SGST/UTGST or IGST) to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to INDRADHANUSH GAS GRID LIMITED (IGGL) or ITC with respect to such payments is not available to INDRADHANUSH GAS GRID LIMITED (IGGL) for any reason which is not attributable to INDRADHANUSH GAS GRID LIMITED (IGGL), then INDRADHANUSH GAS GRID LIMITED (IGGL) shall be entitled to deduct/setoff/recover such amounts against any amounts paid or payable by INDRADHANUSH GAS GRID LIMITED (IGGL) to Service Provider/Supplier.
- 13.9 Service Provider shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable INDRADHANUSH GAS GRID LIMITED (IGGL) to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details. If input tax credit is not available to INDRADHANUSH GAS GRID LIMITED (IGGL) for any reason not attributable to INDRADHANUSH GAS GRID LIMITED (IGGL), then INDRADHANUSH GAS GRID LIMITED (IGGL) shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff /recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by INDRADHANUSH GAS GRID LIMITED (IGGL) in future to the Service Provider under this contractor under any other contract.
- 13.10 Anti-profiteering clause  
As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Service Provider may note the above and quote their prices accordingly.
- 13.11 In case the GST rating of vendor on the GST portal /Govt. official website is negative /blacklisted, then the bids may be rejected by INDRADHANUSH GAS GRID LIMITED (IGGL). Further, in case rating of bidder is negative/blacklisted after award of work, then INDRADHANUSH GAS GRID LIMITED (IGGL) shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/ recover such GST along with all penalties / interest, if any, incurred by INDRADHANUSH GAS GRID LIMITED (IGGL).
- 13.12 The rate of GST as quoted in Price Schedule/SOR shall be considered as the prevailing present applicable rates on the Bid due date and same shall be considered for price

- comparison as well as for ordering. Any error of judgment on part of the Bidder in identifying the present applicable rates shall not be admitted. The applicable rate of GST as indicated by the bidders in Price Schedule/SOR shall be considered as the maximum payable in the event when no statutory variations take place and any remainder/balance GST, if payable, beyond that quoted rates shall be borne by the Bidder. However in the event of any statutory variations in the rate of GST, if the quoted rates are found erroneous then the base rates for calculation of statutory variations for the purpose of reimbursement of GST shall take into account either the rates actually prevalent on the due date of submission of bid or the erroneous rates quoted by the Bidders whichever is beneficial to INDRADHANUSH GAS GRID LIMITED (IGGL). Consequently, any difference in GST if it becomes payable to the tax authorities shall be borne by the Bidder.
- 13.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the vendors, as per the provisions of the GST law/Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal ([www.gst.gov.in](http://www.gst.gov.in)). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services >User Services> View/Download Certificates option).
- 14 **BID CURRENCIES:**
- Bidders must submit bid in Indian Rupees only.
- 15 **BID VALIDITY**
- 15.1 **Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by INDRADHANUSH GAS GRID LIMITED (IGGL) as 'non- responsive'.**
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses there to shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD. 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 EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.
- 16 **EARNEST MONEY DEPOSIT**
- 16.1 Bid must be accompanied with earnest money (i.e Earnest Money Deposit (EMD) also known as Bid Security) in the form of 'Demand Draft'/'Banker'sCheque' [in favour of INDRADHANUSH GAS GRID LIMITED (IGGL) (India) Limited payable at place mentioned in BDS] or 'Bank Guarantee' strictly as per the format given in form F2/ F- 2A (as the case may be) of the Tender Document. Bidder shall ensure that EMD submitted in the form of 'Bank Guarantee' should have **a validity of at least 'two (2) months beyond the validity of the Bid**. EMD submitted in the form of 'Demand Draft' or 'Banker's Cheque' should be valid for three months.
- Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.
- 16.2 INDRADHANUSH GAS GRID LIMITED (IGGL) shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any

- Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs.100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead.
- 16.3 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.2" may be rejected by INDRADHANUSH GAS GRID LIMITED (IGGL) as non-responsive.
- 16.4 Unsuccessful Bidder's EMD will be discharged/returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.5 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.6 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
  - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
  - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
  - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
  - (e) In the case of a successful Bidder, if the Bidder fails to:
    - (i) to acknowledge receipt of the "Notification of Award" / "Fax of Acceptance [FOA]" / "Letter of Intent"[LOI]
    - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
    - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.7 In case EMD is in the form of 'Bank Guarantee', the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.8 **MSMEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/Distributors/Stockiest/Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD.**  
**Transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD.**  
**In absence of submitting the remittance details, the bids are likely to be considered as bid not accompanied with EMD. Further, in case of the above online transaction, submission of EMD in original is not applicable.**
- 16.9 In case of forfeiture of EMD/Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by INDRADHANUSH GAS GRID LIMITED (IGGL). The forfeiture amount will be subject to final decision of INDRADHANUSH GAS GRID LIMITED (IGGL) based on other terms and conditions of order/ contract."

17 **PRE-BID MEETING (IF APPLICABLE)**



- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3 **Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be published CPP website against the Tender.** Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of a Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 **Non-attendance of the Pre-Bid Meeting will not be cause for disqualification of Bidder.**

## 18 FORMAT AND SIGNING OF BID

- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed, or printed below the signature. The person or persons signing the Bid shall initial all pages of the Bid except for unamended printed literature where entry or amendment has been made.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

## 19 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. INDRADHANUSH GAS GRID LIMITED (IGGL) will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note INDRADHANUSH GAS GRID LIMITED (IGGL) will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. INDRADHANUSH GAS GRID LIMITED (IGGL)'s determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. INDRADHANUSH GAS GRID LIMITED (IGGL) reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.
- 19.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:
- (a) Firm Price
  - (b) Earnest Money Deposit / Bid Security
  - (c) Specifications & Scope of Work
  - (d) Schedule of Rates/Price Schedule / Price Basis

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- (e) Duration / Period of Contract/Completion schedule
  - (f) Period of Validity of Bid
  - (g) Price Reduction Schedule
  - (h) Contract Performance Security
  - (i) Guarantee/ Defect Liability Period
  - (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
  - (k) Force Majeure & Applicable Laws
  - (l) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

## **20 E-PAYMENT**

**INDRADHANUSH GAS GRID LIMITED (IGGL) has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through 'e-banking'. The successful bidder should give the details of his bank account as per the bank mandate form.**

### **ID]– SUBMISSION OF BIDS**

## **21 SUBMISSION, SEALING AND MARKING OF BIDS**

- 21.1 In case of Tendering, bids shall be submitted through TENDER mode in the manner specified elsewhere in tender document. No Manual/Hard Copy (Original) offer shall be acceptable.
- 21.2 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 21.3 All the bids shall be addressed to the owner at address specified in IFB.
- 21.4 Bids submitted under the name of AGENT/CONSULTANT/REPRESENTATIVE /RETAINER/ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

## **22 DEADLINE FOR SUBMISSION OF BIDS**

- 22.1 The bids must be submitted not later than the date and time specified in the tender documents/BDS.
- 22.2 EMD alongwith bid must be submitted within the due date & time.
- 22.3 INDRADHANUSH GAS GRID LIMITED (IGGL) may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of INDRADHANUSH GAS GRID LIMITED (IGGL) and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on INDRADHANUSH GAS GRID LIMITED (IGGL)'s website/communicated to the bidders.

## **23 LATE BIDS**

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.

23.2 In case of E TENDERing, TENDERing system of INDRADHANUSH GAS GRID LIMITED (IGGL) shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.

In case of manual tendering, bids received by INDRADHANUSH GAS GRID LIMITED (IGGL) after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within “10 days” in ‘unopened conditions’. The EMD of such bidders shall be returned along with the un-opened bid. In case of TENDERing, where the bid bond/physical documents has been received but the bid is not submitted by the bidder in the e- tendering portal, such bid bond/ physical documents shall be returned immediately.

23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

## 24 MODIFICATION AND WITHDRAWAL OF BIDS

24.1 Modification and withdrawal of bids shall be as follows:-

### 24.1.1 IN CASE OF E-TENDERING

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.

### 24.1.2 IN CASE OF MANUAL BIDDING(NOT APPLICABLE)

The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/substitution/withdrawal in received by INDRADHANUSH GAS GRID LIMITED (IGGL) prior to the deadline for submission of bid.

24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11 & 22 of ITB with relevant ‘Cut-Out Slip’ duly pasted and mentioning on top of the envelope as “MODIFICATION”. In case of withdrawal of bid, the Envelope containing withdrawal letter duly superscribing the envelope as “WITHDRAWAL” and “Tender Document number :....”/ communication regarding withdrawal of bid with “Tender Document number :....”/ must reach concerned dealing official of INDRADHANUSH GAS GRID LIMITED (IGGL) within Due date & Time of submission of Bid. No bid shall be modified / withdrawn after the Due Date & Time for Bid submission.

24.3 Any withdrawal/modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder’s forfeiture of EMD pursuant to clause 16 of ITB and rejection of Bid.

24.4 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

24.5 In case after price bid opening the lowest evaluated bidder (L1) 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, INDRADHANUSH GAS GRID LIMITED (IGGL) shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re- tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

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

INDRADHANUSH GAS GRID LIMITED (IGGL) 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 of the ground for INDRADHANUSH GAS GRID LIMITED (IGGL)'s action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which INDRADHANUSH GAS GRID LIMITED (IGGL) shall respond quickly.

[E]– BID OPENING AND EVALUATION

26 BID OPENING

26.1 Unpriced Bid Opening:

INDRADHANUSH GAS GRID LIMITED (IGGL) will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance.

26.2 Priced Bid Opening:

26.2.1 INDRADHANUSH GAS GRID LIMITED (IGGL) will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive. **Bidders selected for opening of their price bids shall be informed about the date of price bid opening.** Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened. In case of Manual Tender, the envelope containing Price Bid shall be returned unopened after opening of the price bids of techno-commercially responsive Bidders.

26.3 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

27 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.

28 CONTACTING THE EMPLOYER

28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation, & recommendation for award shall not be disclosed.

28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

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## 29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
  - (b) Has been properly signed;
  - (c) Is accompanied by the required 'Earnest Money/Bid Security';
  - (d) Is substantially responsive to the requirements of the Bidding Documents; and
  - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the tender documents.
  - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
  - c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
    - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
    - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
  - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

## 30 CORRECTION OF ERRORS

- 30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. The Employer will correct errors as follows:
- (i) When there is a difference between the rates in figures and words, the rate, which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate), shall be taken as correct.
  - (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/corrected accordingly.
  - (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.

30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents.

**In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LoA will be placed on the bidder who has higher/highest turnover in last audited financial year**

33 COMPENSATION FOR EXTENDED STAY– NOT APPLICABLE

34 PURCHASE PREFERENCE

Purchase preference to Central government public sector Undertaking and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions invogue.

**[F]– AWARD OF CONTRACT**

35 AWARD

Subject to "ITB: Clause-29", INDRADHANUSH GAS GRID LIMITED (IGGL) will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

“INDRADHANUSH GAS GRID LIMITED (IGGL) intent to place the order/contract directly on the address from where Goods are produced / dispatched and Services are rendered. In case, bidder wants order/ contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed”.

36 NOTIFICATION OF AWARD/FAX OF ACCEPTANCE

36.1 Prior to the expiry of ‘Period of Bid Validity’, Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by INDRADHANUSH GAS GRID LIMITED (IGGL) either by Fax/E–mail/Letter or like means defined as the “Fax of Acceptance (FOA)” . The Contract shall enter into force on the date of FOA and the same shall be binding on INDRADHANUSH GAS GRID LIMITED (IGGL) and successful Bidder (i.e.Contractor/Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. INDRADHANUSH GAS GRID LIMITED (IGGL) may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such

- case the Contract shall enter into force on the date of detailed Letter of Acceptance only.
- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".  
Upon the successful Bidder's/Contractor's furnishing of 'Contract Performance Security /Security Deposit', pursuant to "ITB: Clause-38", INDRADHANUSH GAS GRID LIMITED (IGGL) will promptly discharge his 'Earnest Money/Bid Security', pursuant to "ITB: Clause-16".
- 36.3 The Order/contract value mentioned above is subject to Price Reduction Schedule clause.

37 **SIGNING OF AGREEMENT**

- 37.1 **INDRADHANUSH GAS GRID LIMITED (IGGL) will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to INDRADHANUSH GAS GRID LIMITED (IGGL).**
- 37.2 The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document ( **FORMAT – F-14** ) on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit.

38 **CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT**

- 38.1 Within 30 days of the receipt of the notification of award/Fax of Acceptance from INDRADHANUSH GAS GRID LIMITED (IGGL), the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. **However, CPS shall not be applicable in cases wherein the individual order/contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).**
- 38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of GST (CGST & SGST/UTGST or IGST) to be reimbursed by the Owner. Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having networth in excess of Rs100 crores and a declaration to this effect should be made by such commercial bank either in the Bank

- Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the DLP specified in Bid Data Sheet.
- 38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- 38.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.
- 38.5 In case of forfeiture of Contract Performance Security/Security Deposit, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by INDRADHANUSH GAS GRID LIMITED (IGGL). The forfeiture amount will be subject to final decision of INDRADHANUSH GAS GRID LIMITED (IGGL) based on other terms and conditions of order/contract.
- 39 PROCEDURE FOR ACTION IN CASE CORRUPT / FRAUDULENT / COLLUSIVE / COERCIVE PRACTICES
- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is provided at Appendix-1 of General Conditions of Contract-Services.
- 39.2 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers /Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in INDRADHANUSH GAS GRID LIMITED (IGGL)'s "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of a foresaid procedure) from the date of issuance of such order by INDRADHANUSH GAS GRID LIMITED (IGGL) (India) Ltd., to such Vendors/Suppliers/Contractors/Bidders/ Consultants. The Vendor/Supplier /Contractor/Bidder/Consultant understands and agrees that in such cases where Vendor/Supplier /Contractor/Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by INDRADHANUSH GAS GRID LIMITED (IGGL), such decision of INDRADHANUSH GAS GRID LIMITED (IGGL) shall be final and binding on such Vendor/Supplier/Contractor/Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue/dispute arising in the matter.
- 40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES
- 40.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012



proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost. (not applicable)
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/MSEs owned by Women.

The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

**In case tendered item is non-splitable or non-dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) +15%, may be awarded for full/complete supply of total tendered value subject to matching of L1 price.**

40.2 The MSE(s) owned by SC/ST Entrepreneurs shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The MSE(s) owned by Women shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be Women.
- b) In case of partnership MSE, the Women partners shall be holding at least 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

40.3 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:

- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.
- b) If the MSE is owned by SC/ST Entrepreneurs/Women Entrepreneur, the bidder shall furnish appropriate documentary evidence in this regard.

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The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp. If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper database of MSEs which are making supplies to CPSUs.

- 40.4 If against an order placed by INDRADHANUSH GAS GRID LIMITED (IGGL), success fulbidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.
- 40.5 **The benefit of policy are not extended to the traders/dealers/ Distributors/ Stockiest/ Wholesalers.**
- 40.6 NSIC has initiated a scheme of "Consortia and Tender Marketing Scheme" under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia. Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation. Further, in such cases a declaration is to be submitted by MSE/consortia on their letterhead(s) that all the terms and conditions of tender document shall be acceptable to them.

#### 41 AHR ITEMS

In item rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR) items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

- I) Rates as per SOR, quoted by the Contractor/Bidder.
- II) Rate of the item, which shall be derived as follows:
  - a. Based on rates of Machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
  - b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor's supervision profit, overhead & other expenses.

#### 42 INCOME TAX & CORPORATE TAX

42.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

42.2 Corporate Tax liability, if any, shall be to the contractor's account.

42.3 TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

42.4 **MENTIONING OF PAN NO. IN INVOICE/BILL**

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods/services/works/consultancy services exceeding Rs. 2 Lacs per transaction.

Accordingly, supplier/ contractor/service provider/ consultant should mention their PAN no. in their invoice/bill for any transaction exceeding Rs.2 lakhs. As provided in the notification, in case supplier/contractor/service provider/consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/bill for each transaction.

Payment of supplier/contractor/service provider/consultant shall be processed only after fulfilment of above requirement.

43 **SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT(S) THROUGH ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSES DISPUTES (AMRCD) IN THE DEPARTMENT OF PUBLIC ENTERPRISES**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPEOM No. 4(1)/2013-DPE(GM)/ FTS-1835 dated 22.05.2018.

44 **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS**

To promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible

45 **CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY**

While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

46. **PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS**

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As mentioned in GCC, PRS is the reduction in the consideration/contract value for the goods/services covered under this contract. In case of delay in supply/execution of contract, supplier/contractor/service provider should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier/contractor/ service provider has raised the invoice for full value, then supplier/contractor/service provider should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if supplier/contractor/service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, INDRADHANUSH GAS GRID LIMITED (IGGL) will release the payment to supplier/contractor/service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material."

In case any financial implication arises on INDRADHANUSH GAS GRID LIMITED (IGGL) due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/contractor/service provider. INDRADHANUSH GAS GRID LIMITED (IGGL) shall be entitled to deduct/setoff/ recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by INDRADHANUSH GAS GRID LIMITED (IGGL) in future to the Supplier/Contractor under this contract under any other contract.

## **ADDENDUM TO INSTRUCTIONS TO BIDDERS**

**(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)**

**Available on Govt. CPP Portal- <https://etenders.gov.in/eprocure/app>**



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**ANNEXURE-II**

**BIDDING DATASHEET (BDS)**  
**(TO BE FILLED BY THE CONCERNED DEALING OFFICER BEFORE ISSUANCE OF TENDER)**

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL	
ITB clause	Description
1.2	The Invitation for Bids/ Tender no is : IGGL /GHY /C&P /PROJ /VEHICLE /06-19-1
1.1	The Employer/Owner is: INDRADHANUSH GAS GRID LIMITED (IGGL)
2.1	The name of the Services to be performed is: HIRING OF VEHICLE FOR
3	BIDS FROM CONSORTIUM/ JOINT VENTURE-NOT APPLICABLE
B. BIDDING DOCUMENT	
ITB clause	Description
8.1	<p>For <u>clarification purposes</u> only, the communication address is:</p> <p>Attention: <u>Indranil Neog, Deputy General Manager (C &amp; P)</u></p> <p>StreetAddress: Indradhanush Gas Grid Limited(IGGL) 5th Floor,Central Mall, G S Road, Christian Basti Guwahati- 781005 Country: INDIA</p> <p>Email: <a href="mailto:indranil.neog@iggl.co.in">indranil.neog@iggl.co.in</a></p> <p>2)Name : Mr. Udayan Das Designation: Chief Manager (Projects-C&amp;P) StreetAddress: Indradhanush Gas Grid Limited(IGGL) 5th Floor,Central Mall, G S Road, Christian Basti Guwahati- 781005 Country: INDIA E-mail: <a href="mailto:udayan.das@iggl.co.in">udayan.das@iggl.co.in</a></p>
C. PREPARATION OF BIDS	
ITB clause	Description
11.1	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers):
12	Additional Provision for Schedule of Rate/Bid Price are as under:

12 & 13	Whether INDRADHANUSH GAS GRID LIMITED (IGGL) will be able to avail input tax credit in the instant tender		
	YES	<div>✓</div>	
	NO	<div>*</div>	
14	The currency of the Bid shall be INR		
15	The bid validity period shall be <b><u>Ninety (90) days</u></b> from final 'Bid Due Date'.		
16	<p>In case 'Earnest Money/Bid Security' is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of INDRADHANUSH GAS GRID LIMITED (IGGL) (India) Limited, payable at</p> <p>Details of INDRADHANUSH GAS GRID LIMITED (IGGL)’s Bank is</p> <p>Bank Name : State Bank of India AccountNo. : CURRENT A/C NO. 37967639273 IFSC Code: SBIN0003030 BRANCH : DISPUR</p>		
16 and 38	<p>For submission of EMD/SecurityDeposit/Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS, the details of INDRADHANUSH GAS GRID LIMITED (IGGL)’s Bank Account is as under:</p> <p>Account Holder’s Name: INDRADHANUSH GAS GRID LIMITED (IGGL) India Limited Account No. : CURRENT A/C NO. 37967639273 IFSC Code: SBIN0003030 BRANCH :DISPUR</p>		
D. SUBMISSION AND OPENING OF BIDS(BIDDERS ARE ADVISED TO REFER TO INSTRUCTIONS TO BIDDERS IN CPP PORTAL)			
ITB clause	Description		
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of E TENDERing.		
22	The TENDER No. of this bidding process is: <b>IGGL/GHY/C&amp;P/PROJ/VEHICLE/06-19-1</b>		
22.3 and 4.0	For <u>bid submission purposes</u> only (Manual) or the submission of physical		

Of IFB	document as per clause no. 4.0 of IFB, the Owner’s address is:  Attention: Shri Indranil Neog, DGM (C & P)  Street Address: Indradhanush Gas Grid Limited(IGGL) 5th Floor, Central Mall, G S Road, Christian Basti Guwahati- 781005 Country: INDIA		
26	The bid opening shall take place at: Street Address: Indradhanush Gas Grid Limited(IGGL) 5th Floor, Central Mall, G S Road, Christian Basti Guwahati- 781005 Country: INDIA Date: 27.06.2019 Time: 1500 Hrs		
E. EVALUATION, AND COMPARISON OF BIDS			
ITB clause		Description	
32	Evaluation Methodology is mentioned in Section-II.		
33	Compensation for Extended Stay:		
	APPLICABLE	*	
	NOTAPPLICABLE	✓	
F. AWARD OF CONTRACT			
ITB clause	Description		
37	State of which stamp paper is required for Contract Agreement: ASSAM		
38	Contract Performance Security/ Security Deposit  NOT APPLICABLE            ✕  APPLICABLE                ✓  The value/amount of Contract Performance Security/Security Deposit SD/CPBG @ 10% of Total Order /Contract value in case contract period is		



	<p>less than one year or 10% of Annualized Order /Contract value in case contract period is more than one year.</p> <p><b>OR</b></p> <p>Initial security deposit (ISD) @ 2.5% of Total Order/Contract value in case contract period is less than one year or 2.5% of Annualized Order/ Contract value in case contract period is more than one year within 30 days of FOA/notification of award and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Total Order / Contract value in case contract period is less than one year or 10% of Annualized Order /Contract value in case contract period is more than one year.</p>				
40	<p>Whether tendered item is non-split able or not-divisible :</p> <table> <tr> <td>YES</td><td>*</td></tr> <tr> <td>NO</td><td>✓</td></tr> </table>	YES	*	NO	✓
YES	*				
NO	✓				
41	<p>Provision of AHR Item :</p> <table> <tr> <td>NOT APPLICABLE</td><td>*</td></tr> <tr> <td>APPLICABLE</td><td>✓</td></tr> </table>	NOT APPLICABLE	*	APPLICABLE	✓
NOT APPLICABLE	*				
APPLICABLE	✓				

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# FORMS & FORMAT

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**LIST OF FORMS & FORMAT**

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY/BID SECURITY"
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY/SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8	CHECKLIST
F-9	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	BIDDER'S QUERIES FOR PREBID MEETING
F-12	E-BANKING FORMAT
F-13	FREQUENTLY ASKED QUESTIONS (FAQs)
F-14	CONTRACT AGREEMENT

F-1

**BIDDER'S GENERAL INFORMATION**

To,  
M/s INDRADHANUSH GAS GRID LIMITED (IGGL)

\_\_\_\_\_

TENDER NO:

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Public Limited/ Pvt. Limited/Govt. Dept./ PSU/ Others If Others Specify: _____
3	Name of Proprietor/Partners/Directors of the firm/company	1. 2. 3.
4	Number of Years in Operation	
5	Address of Registered Office:	_____ City: District: State: PIN/ZIP:
6	Bidder's address where order/contract is to be placed	_____ City: District: State: PIN/ZIP:
7	Address from where Goods/ Services are to be dispatched/provided along with GST no. (In case supply of Goods / Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:
8	Telephone Number/ Mobile no. of address where order is to be placed	(Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Fax Number:	
12	ISO Certification, if any	{ If yes, please furnish details }

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13	PAN No.	
14	GST No. (refer sl. no. 8 above)	
15	EPF Registration No.	
16	ESI code No.	
17	Whether Micro or Small Enterprise	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes/No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by Women	Yes/ No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether payment is required through TReDS	Yes/No If Yes, please provide the name of portal .....
18	Type of Entity	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Place:  
Date:

[Signature of Authorized Signatory of Bidder]  
Name:  
Designation:  
Seal:

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FORMAT F-2  
PROFORMA OF" BANK GUARANTEE  
"FOR" EARNEST MONEY/BID SECURITY"  
(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

M/s INDRADHANUSH GAS GRID LIMITED (IGGL)

SUB:

TENDER NO:

Dear Sir(s),

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

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

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

This guarantee shall be irrevocable and shall remain valid upto [this date should be two (02) months beyond the validity of the bid]. 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 20at.

WITNESS:

(SIGNATURE)  
(NAME)

(SIGNATURE)  
(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

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

---

**INSTRUCTIONS FOR FURNISHING "BID SECURITY / EARNEST MONEY "BY"  
BANK GUARANTEE"**

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. Then on-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper.
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".
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 alongwith the Bank's E-mail / Phone 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 networth is more than Rs.1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.

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F-3  
LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations'/'Pre-Bid Meetings'/'Un-priced Bid Opening'/'Price Bid Opening']

Ref:  
To,  
M/s INDRADHANUSH GAS GRID LIMITED (IGGL)

Date:

SUB:  
TENDER NO:

Dear Sir,

I/We, \_\_\_\_\_ hereby authorize the following representative(s) for attending any 'Negotiations'/'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence/communication against the above Bidding Documents:

[1] Name & Designation Signature \_\_\_\_\_  
Phone/Cell:  
E-mail:..... @ .....

[2] Name & Designation Signature \_\_\_\_\_  
Phone/Cell:  
E-mail:..... @ .....

We confirm that we shall be bound by all commitments made by a fore mentioned authorised representative(s).

Place:	[Signature of Authorized Signatory of Bidder]
Date:	Name:
	Designation:
	Seal:

Note: This "Letter of Authority" should be on the "letter head" of the Firm/Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial/Un-priced" & "Price Bid "Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to INDRADHANUSH GAS GRID LIMITED (IGGL).



**PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY/SECURITY DEPOSIT"**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,  
M/s INDRADHANUSH GAS GRID LIMITED (IGGL)

Dear Sir(s),

M/s. \_\_\_\_\_ having registered office at \_\_\_\_\_ (hereinafter called the “contract or/supplier which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of vide PO/LOA/FOA No. dated for INDRADHANUSH GAS GRID LIMITED (IGGL) having registered office at Guwahati, ASSAM (hereinafter called the “INDRADHANUSH GAS GRID LIMITED (IGGL)” which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs. (Rupees) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify INDRADHANUSH GAS GRID LIMITED (IGGL), in case of default.

The said M/s. 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 hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to INDRADHANUSH GAS GRID LIMITED (IGGL) we shall on first demand pay without demur, contest, protest and/or without any recourse to the contractor to INDRADHANUSH GAS GRID LIMITED (IGGL) in such manner as INDRADHANUSH GAS GRID LIMITED (IGGL) may direct the said amount of Rupees only or such portion thereof not exceeding the said sum as you may require from time to time.
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 order/contract with the said M/s. and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said  
M/s. \_\_\_\_\_ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

- 
3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees) from us in manner aforesaid is absolute & unequivocal and 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 or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed whatsoever which under law would, but for this provision, have the effect of releasing the bank.
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 supplier/contractor or but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto \_\_\_\_ (this date should be 90 days after the expiry of defect liability period/Guarantee period). The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by INDRADHANUSH GAS GRID LIMITED (IGGL) in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor or fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor or till such time as may be determined by INDRADHANUSH GAS GRID LIMITED (IGGL). If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. \_\_\_\_\_ (contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that INDRADHANUSH GAS GRID LIMITED (IGGL) at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that INDRADHANUSH GAS GRID LIMITED (IGGL) may have in relation to the supplier's/contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by INDRADHANUSH GAS GRID LIMITED (IGGL). Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Assam.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

- 
9. 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  
Authorized to sign on behalf of the  
Bank

INSTRUCTIONS FOR FURNISHING  
"CONTRACT PERFORMANCE SECURITY/SECURITY DEPOSIT" BY "BANK  
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 Assam
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
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 Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence.

F-5

To, AGREED TERMS & CONDITIONS

M/s INDRADHANUSH GAS GRID LIMITED (IGGL)

SUB:

TENDER NO:

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.	
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of GST (CGST & SGST/UTGST or IGST) quoted in Price Schedule/ SOR	CGST: ..... % Plus SGST/UTGST..... % Total: .....% Or IGST: ..... %
4.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST)	Yes/No In case of Yes, please specify GST (CGST & SGST/UTGST or IGST) payable by: INDRADHANUSH GAS GRID LIMITED (IGGL):..... % Bidder:.....%
<b>4.2</b>	<b>Service Accounting Codes (SAC)/Harmonized System of Nomenclature (HSN)</b>	
4.3	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/SGST Act as mentioned as clause no. 13.10 of ITB	
5.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
6.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document.	
7.	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION		
	Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having networth in excess of Rs100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.			
8.	Bidders confirms compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.			
9.	Bidders confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. In case of delay, the bills shall be submitted after reducing the price reduction due to delay.			
10.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.			
11.	Bidder confirms their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.			
12.	Bidder have furnished EMD/Bid Security details: a) EMD/ Bid Security No.&date b) Value c) Validity			
13.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.			
14.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of Owner or (ii) the bidder is not a firm in which any Director (in Board of Director) of Owner /INDRADHANUSH GAS GRID LIMITED (IGGL) or their relative is not a partner.	Confirmed		
		Not confirmed		
15.	All correspondence must be in ENGLISH language only.			
16.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.			
17.	Bidder confirms that all Bank charges associated with Bidder's Bank shall be borne by Bidder.			

Sl.	DESCRIPTION	BIDDER'S
18.	<p><u>No Deviation Confirmation:</u></p> <p>It may be note that any 'deviation/exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any'exception/deviation' anywherein the Bid. In case any 'deviation/exception' is mentioned or noticed, Bidder's Bid may be rejected.</p>	
19.	<p>If Bidder becomes a successful Bidder and pursuant to the provisions of the Tender Document, award is given to them against subject Tender Document, the following Confirmation shall be automatically enforceable:</p> <p>"We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood &amp; agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and allactions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."</p>	
20.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid	
21.	<p>Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfillment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.</p>	
22.	Bidder hereby confirms that they are not on 'Holiday' by INDRADHANUSH GAS GRID LIMITED (IGGL) or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corruptand fraudulent practices") or banned by Government.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	<p>department/Public Sector on due date of submission of bid.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/Fraudulent/Collusive/Coercive Practices) are on banning list of INDRADHANUSH GAS GRID LIMITED (IGGL) or the Ministry of Petroleum and Natural Gas.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>In case it comes to the notice of INDRADHANUSH GAS GRID LIMITED (IGGL) that the bidder has given wrong declaration in this regard, the same shall be per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.</p> <p>Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to INDRADHANUSH GAS GRID LIMITED (IGGL) by them.</p>	
23.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-6  
**(NOT APPLICABLE)**  
**ACKNOWLEDGEMENT CUM CONSENT LETTER**

(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry/tender through e-mail to concerned executive in INDRADHANUSH GAS GRID LIMITED (IGGL) issued the tender, by filling up the Format)

To,

M/s INDRADHANUSH GAS  
GRID LIMITED (IGGL)

SUB: TENDER  
NO:

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/job and/or the information regarding the subject tender.

- ☐ We intend to bid as requested for the subject item/job and furnish following details with respect to our quoting office:

Postal	Address	with	Pin	Code:
.....	Telephone Number			:
.....	Contact Person			:
.....	E-mail Address			:
.....	Mobile No.			:
.....	Date			:
.....	Seal/Stamp			:
.....				

- ☐ We are unable to bid for the reason given below:

Reasons for non-submission of bid:

---

Agency's Name	:	.....
Signature	:	.....Name
: .....		Designation
.....		Date
.....		Seal/Stamp
.....		



F-7  
**BIDDER'S EXPERIENCE**

To,

M/s INDRADHANUSH GAS  
GRID LIMITED (IGGL)

SUB:

TENDER NO:

Sl. No	Description of the Services	LOA /WO No. and date	Full Postal Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)	Value of Contract/ Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**F-8**  
**CHECKLIST**

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them alongwith their offer. This, however, doesnot relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick(√) against following points:

S.No.	DESCRIPTION	CHECK BOX	REFERENCEPAGE NO .OF THE BID SUBMITTED
1.0	DigitallySigning(incaseofe-bidding)/Signing andStamping(incaseofmanualbidding)oneach sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, corrigendum (ifany)		
2.0	Confirm that the following details have been submittedin the Un-priced partof thebid		
i	Covering Letter , Letter of Submission		
ii	BidSecurity		
iii	Digitally Signing(incaseofe-bidding)/Signing and Stamping (in case of manual bidding) of bidding document along with drawings and corrigendum(ifany)		
iv	PowerofAttorneyinthenameofpersonsigning thebid.		
v	Details and documentary proof required against BECcriteria		
vi	Confirm submission of document alongwith unpriced bid as per bid requirement.		
3.0	Confirm that all format duly filled in are enclosed withthebidduly DigitallySigned(incaseofe-bidding)/Signed and Stamped(in case of manual bidding)by authorized person(s)		
4.0	Confirm that the price part as per PriceSchedule format submitted with Bidding Document/ Uploaded in case of e-bid.		
5.0	Confirm that annual reports & duly filled in		

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	Form9 are enclosed in the offer or financial assessment(where financial criteria of BECis applicable).		
--	--------------------------------------------------------------------------------------------------------	--	--

Place:

[SignatureofAuthorizedSignatoryofBidder]

Date:

Name:

Designation:

Seal:

-----  
(TO BE INCLUDED ONLY WHERE FINANCIAL CRITERIA OF BEC IS APPLICABLE)

**F-9**  
**FORMAT FOR CERTIFICATE FROM BANK**  
**IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE**  
(To be provided on Bank's letterhead)

Date:

To,  
M/s. INDRADHANUSH  
GAS GRID LIMITED (IGGL)  
-----  
-----  
-----

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 INDRADHANUSH GAS GRID LIMITED (IGGL)'s RFQ/Tender no.

..... dated..... for  
..... (Name of the supply/work/services/consultancy) and as per the terms of the said RFQ/Tender they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly, 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 :

Stamp

(TO BE INCLUDED  
APPLICABLE)

ONLY WHERE FINANCIAL CRITERIA OF BEC IS

F-10

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/CERTIFIED PUBLIC  
ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER

We have verified the Audited Financial Statements and other relevant records of  
M/s..... (Name of the bidder) and certify the following:

A. AUDITED ANNUAL TURNOVER \* OF LAST 3 YEARS:

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

B. NET WORTH \* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year__
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL \* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year__
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets - Current liabilities)	

\*Refer Instructions

Note: 1.0 It is further certified that the above-mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]

2.0 We confirm that above figures are after referring notes at page 2 of 2 of F-10.

Name of Audit Firm:  
Chartered Accountant/CPA  
Date:

[Signature of Authorized Signatory]  
Name:  
Designation:  
Seal:  
Membership No.:  
(Page 1 of 2)

Instructions:

- 
1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
  2. The bidder shall annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.
  3. 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 plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
  4. Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.
  5. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

F-11

**BIDDER'S QUERIES FOR PREBID MEETING**

To,

M/s INDRADHANUSH GAS

GRID LIMITED( IGGL )

Sub :

Tender No :

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	INDRADHANUSH GRID LIMITED )'S REPLY GAS (IGGL
	SEC. NO.	Page No.	Clause No.	Subject		

NOTE: The Pre-Bid Queries may be sent by e-mail before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: \_\_\_\_\_  
NAME OF

BIDDER

:-

F-12

**E-Banking Mandate Form**  
(To be issued on vendors letter head)

1. Vendor/customer Name:

2. Vendor/customer Code:

3. Vendor/customer Address:

4. Vendor/customer e-mail id:

5. Particulars of bank account

- a) Name of Bank
- b) Name of branch
- c) Branch code:
- d) Address:
- e) Telephone number:
- f) Type of account (current/saving etc.)
- g) Account Number:
- h) RTGS IFSC code of the bank branch
- i) NEFT IFSC code of the bank branch
- j) 9-digit MICR code

I/We hereby authorize INDRADHANUSH GAS GRID LIMITED (IGGL) (India) Limited to release any amount due to me / us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the INDRADHANUSH GAS GRID LIMITED (IGGL) responsible.

(Signature of vendor/customer)

**BANK CERTIFICATE**

We certify that-----has an Account no.-----with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)



FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria? Documents be attested?	Yes. Please refer Section II of Tender document
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction To Bidders of Tender Document.
5.0	Are there any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.

**PROFORMA FOR CONTRACT AGREEMENT**

LOA No. IGGL /

Dated --

-----

Contract Agreement for the work of ----- of INDRADHANUSH GAS GRID LIMITED 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 INDRADHANUSH GAS GRID LIMITED hereinafter called the "EMPLOYER" (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 EMPLOYER being desirous of having provided and executed certain work mentioned, 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 EMPLOYER 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 EMPLOYER (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 EMPLOYER 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.

2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER 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.

AND

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 EMPLOYER for the services rendered by the EMPLOYER 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 EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'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.

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER 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 EMPLOYER 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.

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 EMPLOYER shall be entitled to terminate such license at any time without assigning any reason. The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

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 EMPLOYER	Signed and Delivered for and on behalf of the CONTRACTORs
INDRADHANUSHGAS GRID LIMITED	(NAME OF THE CONTRACTOR)

.....  
.....  
.....  
.....

Date: .....

Place: .....

Date: .....

Place: .....

IN PRESENCE OF TWO WITNESSES

1. ....  
2. ....

1. ....  
2. ....

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## SECTION-IV

# GENERAL CONDITIONS OF CONTRACT [GCC]

**(Please refer to attachment in CPP portal )**

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## SECTION -V

### SCOPE OF WORK [SOW]

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**SECTION – V**  
**SCOPE OF WORK(Vehicles required on MONTHLY basis on 12 Hrs duty per day)**

The scope of the contract includes Hiring of vehicles as mentioned in Schedule of Rates(SOR) for Pre-construction and Construction activities for pipeline laying & Terminal works of North East Gas Grid Pipelines of Indradhanush Gas Grid Limited (IGGL). The proposed place of deployment for all the vehicles is Guwahati (Assam) and the areas of operation will be in the states of Assam, Meghalaya, Arunachal Pradesh & Nagaland as per the requirements and the SOR as mentioned.

1. Vehicles required on MONTHLY basis on 12 Hrs duty per day under contract period of 12 /24 months must be Ex-Showroom from the date of deployment. The Monthly rent of these vehicles shall include free running of 3000 KM per month.
2. Bidder must possess a valid registration under “The Motor Transport Worker Act 1961” (wherever applicable). The Act is applicable on employing five or more motor transport workers, as per Section-1 of The Motor Transport Worker Act 1961.
3. The above vehicles shall be having taxi permit and should be registered in the name of Firm/Bidder in case of Proprietorship/Partnership concern and in the name of the Firm/Company for other than Proprietorship/Partnership concern.
4. **Deployment of vehicles and area of operation:** AS PER THE SOR .The vehicles deployed must have necessary Taxi permit for movement in States/ area of operation as specified. In case, duties may require movement of vehicle(s) outside specified States/ area of operation, the Contractor has to provide necessary 'Permits' for which IGGL shall reimburse the amount paid to the appropriate authorities on this account against submission of documentary proof.
5. The award of contract(s) to the successful Bidder(s) will not entitle him the exclusive right to supply the entire requirement of hired vehicles. IGGL reserves the right to use its own vehicle(s) and equipment at its own convenience and discretion for the works during the currency of the contract and also reserves the right to conclude parallel Contract(s) at the same time, including the splitting of the present work amongst the respective Bidder(s), as per IGGL’s decision which cannot be challenged by the Bidder(s).
6. Vehicle(s) deployed should be duly registered with R.T.O. under valid Permit(s), all taxes paid, comprehensively insured covering the risk of all passengers traveling in the vehicles. Vehicles should have valid Permit(s), required tools, spare wheels, portable fire extinguisher, First Aid Box and spares for repairs to be carried out en-route.
7. The contractor shall ensure that the vehicle(s) are kept clean and upholstery with neat seat covers duly washed / dry cleaned to be provided at an interval as specified by the concern officer.

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8. The contractor shall ensure that the drivers of the vehicles are given “one [01] day’s off in a week and provide alternative driver for that day.

9. **Specifications of vehicles:**

The vehicles should have the following minimum specifications:

- Type of vehicles – AC
- Fuel – Diesel/ Petrol
- Drive- 2W/4W
- Seating capacity- As per standard & SOR
- Model: Ex-Show Room- (Vehicles- Monthly basis)

.....  
**SCOPE OF WORK (For Vehicles required ON CALL basis on 12 Hrs duty per day)**

The scope of the contract includes Hiring of vehicles as mentioned in Schedule of Rates(SOR) for Pre-construction and Construction activities for pipeline laying & Terminal works of North East Gas Grid Pipelines of Indradhanush Gas Grid Limited (IGGL). The proposed place of deployment for all the vehicles is Guwahati (Assam) and the areas of operation will be in the states of Assam, Meghalaya, Arunachal Pradesh & Nagaland as per the requirements and the SOR as mentioned.

10. Vehicles required ON CALL basis on 12 Hrs duty per day under contract period of 12/24 months must be vintage not more than 3 (Three) years.
11. Bidder must possess a valid registration under “The Motor Transport Worker Act 1961” (wherever applicable). The Act is applicable on employing five or more motor transport workers, as per Section-1 of The Motor Transport Worker Act 1961.
12. The above vehicles shall be having taxi permit and should be registered in the name of Firm/Bidder in case of Proprietorship/Partnership concern and in the name of the Firm/Company for other than Proprietorship/Partnership concern.
13. **Deployment of vehicles and area of operation: AS PER THE SOR**
14. The vehicles deployed must have necessary Taxi permit for movement in States/ area of operation as specified. In case, duties may require movement of vehicle(s) outside specified States/ area of operation, the Contractor has to provide necessary 'Permits' for which IGGL shall



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reimburse the amount paid to the appropriate authorities on this account against submission of documentary proof.

15. The award of contract(s) to the successful Bidder(s) will not entitle him the exclusive right to supply the entire requirement of hired vehicles. IGGL reserves the right to use its own vehicle(s) and equipment at its own convenience and discretion for the works during the currency of the contract and also reserves the right to conclude parallel Contract(s) at the same time, including the splitting of the present work amongst the respective Bidder(s), as per IGGL's decision which cannot be challenged by the Bidder(s).
16. Vehicle(s) deployed should be duly registered with R.T.O. under valid Permit(s), all taxes paid, comprehensively insured covering the risk of all passengers traveling in the vehicles. Vehicles should have valid Permit(s), required tools, spare wheels, portable fire extinguisher, First Aid Box and spares for repairs to be carried out en-route.
17. The contractor shall ensure that the vehicle(s) are kept clean and upholstery with neat seat covers duly washed / dry cleaned to be provided at an interval as specified by the concern officer.

18. **Specifications of vehicles:**

The vehicles should have the following minimum specifications:

- Type of vehicles – AC
- Fuel - Diesel / Petrol
- Drive- 2W
- Seating capacity- As per standard
- Model: Vintage not more than 3 (Three) years

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SECTION VI  
SPECIAL CONDITIONS OF  
CONTRACT[SCC]

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## SECTION VI

### **SPECIAL CONDITIONS OF CONTRACT**

**(For the contract of hired vehicles on MONTHLY basis)**

#### **1.0 GENERAL**

1.1 The special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates and any other documents forming part of contract, wherever the context so requires.

1.2 Where any clause, sub-clause, etc. of the General Conditions of Contract is repugnant to or at variance with any provision(s) of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall, to the extent of such repugnancy, or variations, prevail.

1.3 Wherever, it is mentioned in the specifications that the CONTACTOR 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.

1.4 The intending bidder shall be deemed to have visited the site. Non familiarity with site conditions and unawareness of General Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with specifications.

1.5 Bids of Joint Venture/Consortium not acceptable.

1.6 The vehicle shall necessarily have TAXI/COMMERCIAL PERMIT.

1.7 No sub-contracting shall be allowed without permission of the Company.

1.8 The vehicles, taken on hire with the approval of the Authorized Representative/ Engineer-in-charge for regular duties under the contract shall not be changed/replaced by the contractor normally during currency of contract except for its being defective in which case another hired vehicle of equivalent or higher specifications/model shall be provided by the contractor. The replaced vehicle will be accepted only if it has all valid documents for which the decision of the Engineer-in-charge or its Authorized Representative will be considered as final.

1.9 The decision with regard to acceptance or rejection of any hired vehicle(s) offered by the contractor shall remain with the Company and the same shall be final and binding upon the contractor.

#### **2.0 GENERAL DEFINITIONS:**

2.1 "AREA OF OPERATION OF HIRED VEHICLES" means the areas/places connected with activities of IGGL defined in Scope of work OR any other place at the sole discretion of the Company, depending upon requirements to meet the objective of the contract.

2.2 "CHARGES" means the charges (normal duty hours) of Vehicles per month with prescribed kilometers.

2.3 "COMPANY" means Indradhanush Gas Grid Ltd. (IGGL), a Government company having its registered office at Guwahati, Assam.

2.4 "CONTRACTOR" means any proprietorship/partnership firm or company to whom the contract is awarded for deployment of contract carriage vehicles on hire to the Company.

-----  
2.5 "CONTRACT" means the formal contract executed between the Company and the Contractor as a result of the subject Tender. The specific instructions issued from time to time by Engineer-in-charge or by his authorized representative and all documents taken together shall be deemed to form contract and shall be complementary to one another.)

2.6 "DAY" means day starting from 00:00 hrs to 24:00 hrs.

2.7 "DISTANCE" means the distance by the shortest approachable rout unless otherwise specified.

2.8 "HOUR" means an hour of sixty minutes. For the purpose of hire charges and/or penalty charges, fraction of an hour up to 30 minutes will not be taken into account and more than 30 minutes will be treated as full one hour.

2.9 "MONTH" means a complete calendar month of the year

2.10 "NIGHT HALT" means overnight stay of Vehicles at any place / in any area beyond its designated reporting place / places.

2.11 "PRO-RATA HOUR RATE" means a rate arrived at by the following formula :

for 24 hrs duty = (Monthly charges)/(30 X 24) hrs

For 12 hrs duty = (Monthly charges) /(30 X 12) hrs

2.12 "REPORTING PLACE OF VEHICLES" means any operational site of the Company where a Vehicle shall normally report for duty. The normal Reporting place of Vehicles shall be as designated in the scope of work and actual location at the place of reporting will be intimated after placement of work order depending on the requirement and may be changed at any time during the currency of contract, if such requirement arises.

2.13 "SCHEDULE OF RATES" rates to be filled/attached to this contract(s).

2.14 "SEATING CAPACITY" means the number of passengers the Vehicles can carry including the driver.

2.15 "SUITABLE SUBSTITUTE" means similar Vehicle of equivalent or higher model not earlier than Year of Manufacture specified in Scope of Work for respective vehicle subject to acceptance by EIC/Authorized Representatives.

2.16 Vehicle : As per the specifications & it means contract carriage of a light passenger motor vehicle fitted with all necessary fittings and accessories, along with valid registration, Taxi permit and insurance document and driver. The Vehicle must be diesel driven.

### **3. PERIOD OF CONTRACT:**

3.1 The contract will be valid initially for a period of 24 months from the date of initial date of deployment as mentioned in the SOR/Scope of Work, commencing within one month from the date of LOA or from the dates of deployment of vehicles whichever is earlier. However the individual vehicle or a "category" of vehicles will have a contract period ending along with the initial vehicle deployment. Provision of time extension for further one year at the sole discretion of Authorized Representative only at the same rate, terms and conditions. The rates will remain firm during the tenure of the said contract including the time extension.

3.2 In case, contractor fails to place the prescribed vehicles within 30 days from the date of intimation by concern Officer/Authorized Representative, grace period of 15 more days shall be allowed for which penalty shall be imposed as shown here in under:-

DELAY PERIOD

PER DAY/PER VEHICLE

-----  
Beyond 31st till 45th day

Rs.1000/- day/ vehicle

3.3 If the vehicle is not placed even after 45th day from the date of intimation by the concern Officer/Authorized Representative, then the contract may be cancelled without prejudice the Company's right to forfeit the Earnest Money Deposit/ Security Deposit and other rights available under the contract.

3.4 The contract normally stands terminated after the expiry of the period of the contract. However, the Company reserves its right to terminate the contract at any time by giving 30 days notice in writing without assigning any reason thereof. The contractors shall not be entitled for any compensation thereof.

#### **4. SCOPE OF CONTRACT:**

The scope of contract shall be as detailed in bid document.

#### **5. OPERATIONAL NORMS & CONDITIONS :**

5.1 The Vehicles are required to report to concern office/location as per direction of Officer designated/Engineer-in-Charge and may require to stay overnight on temporary duties.

5.2 The contractor shall be required to deploy the Vehicles confirming to the specifications with all-requisite factory fitted accessories, tools, and accessories including spare wheels and the other equipment as per the M. V. Act / rules in force.

5.3 The contractor shall maintain the Vehicles in absolute good working condition. If any Vehicle develops defects while on duty the contractor shall immediately replace it by a suitable substitute within a period of two hours or arrange satisfactory repairs. In case of failure of the contractor to repair the vehicles or to provide the substitute vehicle, payment for the day(s) of absence will be deducted, to be calculated on pro-rata basis. If the Company makes alternative arrangement, the contractor shall have to bear the difference of the cost incurred in the alternative arrangement made by the Company in addition to deduction of day(s) payment.

5.4 The contractor is to provide Vehicle(s) for the duty with tank full of fuel and sufficient money with the driver to meet with any exigency for all the notified requirements for long distances/outstation duties. In case of failure of the vehicle enroute for want of fuel or otherwise and the accompanying Driver shows his inability and the Company's employee/officer or any other authorized person utilizing the vehicle has to incur expenditure for making good the vehicle by refueling or any other act which is recorded in log book by the utilizing person, recovery of such expenses shall be double the amount spent by the utilizing person along with a day's hire charges calculated on pro-rata basis and these amounts shall be recovered from the Contractor's bill.

5.5 In case the hired vehicle(s) is totally damaged due to an accident, the Contractor will provide alternate vehicle(s) of similar / matching type within "seventy two [72] hours" from the occurrence of the accident. In case of non-compliance, penalty "@Rs.1,000.00 per day for each no. of vehicle" will be imposed on the Contractor. Further, the Contractor will provide the vehicle(s) of similar specifications on his risk and cost within "30 [thirty] days" from the date of accident, failing which a penal recovery of Rs.1000.00 per day per vehicle will be imposed for not providing similar specification vehicle(s).

5.6 Drivers of the Vehicles normally should not be changed during currency of contract. The contractor shall ensure that the driver(s) provided on vehicles is/are well dressed, smart in turnout and is/are disciplined, courteous and behave properly with the Company's personnel.

-----  
The contractor shall withdraw such driver from duties, who do not behave in a proper/disciplined manner or who resumes work under the influence of liquor, etc. The Company's decision in this regard shall be final and binding on the contractor. In case of failure of the contractor to withdraw such driver(s) from duty, the Vehicles shall not be accepted for duty and shall be considered as vehicle(s) not provided by the contractor and penalty as applicable shall be levied.

5.7 Contractor shall provide proper upholstery for the vehicle along with a pair of uniforms of 'light grey color' or any other as approved by concern officer, stitched in standard uniform pattern & shoes to every driver provided with the vehicle(s). In case, the driver is not presenting himself for duty in proper uniform, penalty "@Rs.200.00 per such occasion" will be imposed on Contractor. Decision of the concern officer will be final & binding on the Contractor in this regard.

5.8 In case of air conditioned vehicles, a penalty @ Rs. 500.00 per day per vehicle shall be levied, if the AC is not working.

5.9 The Contractor shall have to make his own arrangements for the stay of his staff including night-halt, etc. at his own risk and cost and also for repairs and fueling, etc. of the hired vehicle(s) as per requirement. However, the Company shall pay "night halt" charges as mentioned in SOR in case vehicle(s) are deputed for outstation duty and required to stay overnight.

5.10 The contractor will be required to supply vehicles only confirming to the specifications of the tender as and when ordered to do so. During the continuation of the contract in exceptional circumstances Company may however, accept a suitable substitute vehicle other than those as specified in the tender subject to imposing the penalty as specified in clause no. 20 of SCC of the tender.

5.11 In case Vehicle(s) is withdrawn from duty by the contractor or if he fails to provide a substitute or provide a Vehicle which is not in acceptable condition, no payment shall be made to the contractor for those day(s) against the Vehicle and imposing the penalty as specified in clause no. 20 of SCC of the tender which shall be recovered from the bill(s) of the contractor without any notice.

For a day = Monthly Charges/ 30 days

5.12 The driver/contractor shall not carry any unauthorized passenger in the Vehicles. In case the same is detected, no payment shall be admissible for the day / days of such occurrence. In case the Contractor /Driver ignores the instructions, the vehicle shall not be accepted and penalty as per clause no. 20 shall be imposed and in case of no improvement and corrective action, the concern officer shall initiate action for de-hiring /cancellation of contract.

5.13 The Vehicles on duty is / are subject to surprise checks by an authorized representative of the Company for carrying any unauthorized passenger or any conduct prejudicial to the Company's interest or image. Such checks will also be applicable to any alternate Vehicle provided by the Contractor. In case of any default / non-compliance of the terms and conditions of the contract, stern action shall be taken against the Contractor including de-hire and cancellation of contract.

5.13.1 The contractor shall display a mark "ON IGG LTD. DUTY" on all vehicles at his cost for making the vehicle conspicuously distinguishable from a distance. The Contractor shall not display the advertisement of his or other agency on the vehicle(s) hired by the Company.

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5.14 Before and after the duty hours and on holidays, the vehicles deployed for duty should not be used for any other purpose.

5.15 Speedometer, Kilometer Recorder and other instruments/ meter(s) must be maintained at a high standard of accuracy. Any defect noticed by the concern officer or his authorized representatives shall be rectified forthwith by the Contractor. Until such rectification, the kilometer-age for such distance/places as verified and certified by the Officer/Staff traveling in the vehicle shall be final and binding to the contractor for the purpose of billing, etc.

5.17 The contractor shall have an office with telephone facility and one supervisor to coordinate the movement of Vehicles. The supervisor or the responsible representative of the contractor shall have to make regular visits to the Company as specified from time to time during currency of the contract. The contractor should intimate his contact telephone numbers of permanent address for communication / correspondence in writing along with his offer for correspondence in regard of this contract. Any change in permanent address of the party shall be intimated at least 15 days before such change. The driver should also have mobile phone in working condition. A printed slip / card indicating the vehicle registration no. name of the driver and his mobile no. should be placed in front of the vehicle prominently visible to the commuter on board.

5.18 Regular Vehicle shall be given one day off in a month for maintenance to keep the vehicle in good running condition. However contractor has to provide suitable substitute / replacement vehicle during maintenance period. In case of failure, penalty would be made as per clause no. 20 of SCC of the tender.

5.19 A) The Contractor should produce necessary ESIC Code before commencement of work or workmen who are not covered under ESI Act, the Contractor should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same to IGG Limited.

B) Contractor should produce necessary EPF Code before commencement of Work.

5.20 The contractor is responsible to obtain labor license if applicable under the provisions of Contract Labor (R&A) Act, 1970 from the office of ALC (Central), Ministry of Labor, Govt. of India for the respective States.

5.21 The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.

5.22 The contractor shall discharge, obligations as provided under various statutory enactment including the employees provident Fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages ACT, 1948, payment of Wages Act 1936, Workman Compensation Act 1923 and other relevant acts, rules and regulations enforced from time to time.

5.23 Contractor shall also ensure to engage only those persons whose character / antecedents have been got verified by him and give a certificate in this regard to IGGL. Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor.

5.24 The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month. Contractor shall ensure payment of wages to the person employed and meet all statutory obligations of payment as per Minimum Wages Act 1948 and payment of wages Act 1936.

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5.25 While conforming to any of these conditions, the contractor should ensure that no applicable act or rules regarding labour, welfare, conduct, etc. is violated. The contractor shall indemnify IGGL for any action brought against him for violation, noncompliance of any act, rules & regulation thereunder.

5.26 All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be ensured that no personnel engaged by the contractor is suffering from communicable disease.

5.27 The Vehicles shall not leave the duty point for any purpose (including refueling) without the specific permission of the user.

5.28 In the event of the vehicle drivers asking any amount from the user of vehicle towards expenditure like diesel, consumables etc. IGGL will deduct double the amount from the contractor bills without any notice.

5.29 The duty hours and kilometer run of the hired vehicles shall be counted from the reporting time of the hired vehicle initially reported for IGGL duty at the designated place. No hire charges shall be paid to contractor for the kilometer run from its place of parking to the reporting place & vice versa. The vehicles will be required to report for duty at a particular nominated site/place. In case it is required to report at any other place directly, kilometer run from the nominated site to the reporting site is payable and no other charges shall be paid.

5.30 The Contractor's staff shall abide by the existing security and safety rules/regulations/precautions as per instructions given from time to time. The Contractor and his employees may also be required to pledge secrecy and non-divulgence of the nature of work of IGGL that may prejudice the interest of IGGL.

5.31 IGGL shall not be responsible for any claim/compensation that may arise due to damages/injuries/pilferage to Contractor's vehicles/property/drivers, other staff, etc. under any circumstances while the hired vehicle(s) is engaged on IGGL's duty.

5.32 The Contractor shall ensure that his drivers refrain from smoking while driving the vehicle, be polite and well behaved and should not use any abusive language. Driver (s) also to ensure that no inflammable substances of any nature, form etc. should be carried by vehicles at the installations, camp stations, stores, yards, etc. while on duty. The Contractor's employees shall ensure that they abide by usual and special rules regarding the safety and security measures while on duty with IGGL as per directions of the representative(s) of IGGL at the worksite.

5.33 Contractor(s)/driver(s) shall arrange to park the vehicle(s) at a designated place at his risk& cost. However, the Contractor shall be liable to provide the hired vehicle(s) to the concerned user(s) within "one [01] hour" of intimation from IGGL.

5.34 Bidder must possess a valid registration under "The Motor Transport Worker Act 1961" (wherever applicable). The Act is applicable on employing five or more motor transport workers, as per Section-1 of The Motor Transport Worker Act 1961.

5.35 The above vehicles shall be having taxi permit and should be registered in the name of Firm/Bidder in case of Proprietorship/Partnership concern and in the name of the Firm / Company for other than Proprietorship/Partnership concern.



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5.36 The contractor shall be solely responsible and indemnify the IGGL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.

5.37 The Contractor will have to provide spare wheel(s) in good condition with the vehicle(s) to meet any eventual breakdown en-route requiring minor repairs developed during journey.

5.38 The contractor shall indemnify IGGL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.

5.39 The contractor shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.

5.39.1 The contractor is required to maintain registers and records as required under different laws.

5.40 The contractor shall take care of the health insurance of all their employees and workmen deputed for this work.

5.41 The contractor will deploy adequate number of qualified & experienced personnel to discharge the contractual obligations effectively.

5.42 The Vehicles should be fitted with good quality seat covers on the seats which should be washed time to time.

5.43 Vehicles shall be fitted with good quality music system, Reading Light, Perfumes, Fire extinguisher, First-aid box, etc. In case of non-provision of any item, a penal recovery of Rs. 50/- per day will be made from the bill.

5.44 The driver should be conversant with local language preferably having knowledge of Hindi & English.

5.45 The rates quoted per vehicle per month shall include all charges for permits, taxes & all statutory payments except Parking charges, Night halt charges, entry tax/ toll Tax. The charges for entry tax/ toll tax, parking charges and night halt charges shall be reimbursed on production of receipts of concerned authorities / duly certified challan.

#### **6.0 VEHICLE DOCUMENT:**

The Vehicles should be fit in all respects for operations in accordance with Motor Vehicle Act, the rules and the existing laws are applicable from time to time. The Vehicle(s) must be equipped with valid documents i.e. Registration Book, Taxi Permit, Pollution Control Certificate, Insurance Certificate, Fitness Certificate(s), permits which include all permits for towing with taxes, fees levies paid up to date during the currency of the contract. This shall include Annual permits/temporary road permits, etc., if any required during and for the duty with IGGL. The responsibility of any lapse in this regard shall be that of the contractors/vehicle owners exclusively. IGGL, its officers/employees shall in no way be responsible for any lapse/default of the vehicle owner/contractor and IGGL, its officers/employees shall be completely indemnified and kept harmless by the contractor against such default.

#### **7.0 LABOUR LEGISLATION AND OTHER ENACTMENTS:**

7.1 The contractor shall strictly follow and abide by the rules and regulations of Motor Vehicles Act, Motor Vehicle Rules, Pollution Control Norms and other relevant Central/ State legislation's and orders, rules and regulation of Central/State Government and other authorities. The contractor agrees to indemnify and hold IGGL and its employees harmless for/against any loss, expenditure and claims penalty, etc. of whatsoever nature to IGGL in this regard due to the non-fulfillment of the obligations and violation by the contractor.

7.2 Registration with Labor Commissioner, if necessary, the Contractor shall be required to register with Labor Authority of appropriate Government having jurisdiction as per "Contract Labor Rules 1971", or any other labor rules/regulations/laws, applicable from time to time. This shall be required immediately after the acceptance of the Tender. The Contractor shall comply with all the applicable Labor Laws.

7.3 The contractor will be fully responsible for any and all disputes arising out of any Labor act, Motor vehicles act, Income Tax Act, Payment of Wages Act, Pollution Control Act, Mines Act, EPF Act, Industrial Disputes Act, etc. and will settle the same at his/her own. It is the responsibility of the contractor to pay the driver/any employee as per labor law/ Payment of Wages Act in force and in case of failure of any claims, contractor is personally responsible.

7.4 The contractor must indemnify IGGL And its employees against any liquidated damages incurred as the principal employer for any failure of contractor to honor the various Central/State/Local self-body laws/enactment's in this respect.

7.5 The Contractor shall exclusively be liable for non-compliance of the provisions of any act, law, rule or regulation having bearing over engagement of workers, directly or indirectly for execution of the Contract.

The Contractor shall undertake to indemnify IGGL against all actions, suits, proceedings, claims, losses, damages, etc. which may arise under "Minimum Wages Act", "Personnel Injury", "Company Insurance Act", "E.S.I. Act", "Fatal Accident Act", "Workmen Compensation Act", "Shops & Establishment Act", "Employees Provident Fund Act", "Family Pension & Deposit Linked Insurance Scheme" or any other act or statute not specifically mentioned herein but having any direct or indirect application for the persons engaged under this Contract.

The Contractor agrees to and does hereby accept full & exclusive responsibility for compliance of all obligations imposed and further agrees to defend, indemnify and hold IGGL harmless from any liability/penalty which may be imposed by the Central, State or local authority and also from all claims, suits or proceedings that may be brought out against IGGL arising under, growing out of or by reason of the work provided for by this Contract irrespective of the fact that whether it is brought by employees of the Contractor, by third parties or any Central Government, State Government or Local authority under any act or rule framed there under. The Contractor shall indemnify IGGL against all losses or damages caused to it on account of acts of the personnel deployed by him.

7.6 The contractor will be required to observe and fulfill all the obligations under various enactments' applicable to the nature of job performed by the contractor under the contract.

8. **TAXES & DUTIES:** The contractor shall pay all the taxes- corporate tax, Income Tax, GST and any/or any other taxes levied by Central/State or any other authorities. However, IGGL will deduct standard recovery towards the Income Tax from monthly payments. However, Service Tax / GST shall be paid extra at actual on presentation of receipt. In case service tax is applicable for the Tendered Work, Contractor shall claim the Service Tax indicating rate of abatement/deduction allowed as per "Service Tax Act" from the 1st Invoice itself. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered, and shall contain the following:

(a) Name, Address & Registration No. of such Person/Contractor (b) Name & Address of the Person/Contractor receiving Taxable Service (c) Description, Classification & Value of Taxable

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Service provided (d) Service Tax Amount Payments to Service Provider for claiming Service Tax / GST amount will be made provided the above formalities are fulfilled. In case of statutory variation in Service Tax / 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 Service Tax / GST / statutory variation in Service Tax / GST, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential Service Tax / GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

**9. VEHICLE INSPECTION (PERIODIC AND RENEWAL INSPECTION) :**

9.1 The acceptance of a Vehicle in the service of IGGL will be subject to the inspection of the vehicles documents and the documents of the driver, by an officer or board of officers of IGGL. Such inspection(s) will be carried out initially before the first acceptance of the vehicle and at an appropriate periodical or by surprise checks at the discretion of the IGGL / concern officer. The decision with regards to the acceptance or rejection of the vehicle/equipment, offered by the contractor(s) shall remain with IGGL. Its decision shall be final and binding on the contractor.

Any certificate obtained or produced by the contractor stating the condition of the vehicles offered/placed at the service of IGGL by any officer of Central or State Government Authority such as M.V.I. etc., as satisfactory shall not be binding on IGGL. IGGL has an absolute right to accept or reject the same.

**10. LOG BOOK MAINTENANCE:**

10.1 In case of not getting the log book filled-in correctly and properly or if there is any objection, the bill(s) may be returned for getting the objection(s) rectified. The logbook must be got filled-in from user on day-to-day basis.

10.2 Separate logbook for each month will require to be maintained for each vehicle. These shall be duly filled-up in all the columns and signed by the officer of IGGL. using the vehicle and the driver immediately on completion of the duty, daily with NAME AND DESIGNATION of the officer/officers and the name of the driver of the vehicle. All the bills will be verified on the basis of logbook of the vehicle incorporating any complaints separately received on the performance of the duty. If the name and designation of the user/officer is not clearly identified, the payment for such journeys may not be admitted.

10.3 The responsibility of obtaining the daily KM runs properly entered in the logbook in all respects to tally the distance run and places visited shall be entirely of the contractor. The opening KM reading/closing KM reading shall be taken from the notified reporting place but not from the contractor garage/residence. The opening KM reading in logbook shall be filled immediately on report to duty. In case there is some difference, the excess difference will not be paid and bill(s) will be corrected accordingly and passed for payment.

**11. ACCIDENTS / DAMAGES / CLAIMS LIABILITIES:**

11.1 In the event of any accident or damages while the vehicle(s) is on the duty of IGGL shall be completely free from any liability of any nature connected with the accident/damage(s). The contractor himself will be fully and exclusively responsible for any damage to vehicle(s) or any personal injury to driver or any other person in the employment of the contractor, occupants of the vehicle(s) or any person(s) or damage to any property or person. This includes any third party claims. However, if the damage or loss is incurred by IGGL or its employees as a result of

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any accident or any other reason involving the failure of the vehicle(s)/driver, the contractor shall reimburse on demand and without any demur the compensation/damages if any sustained by IGGL on this account.

11.2 The contractor will be solely responsible for any consequences under laws, arising out of any accident caused by the vehicle(s)/equipment to the property or personnel of IGGL. The contractor shall also be responsible for any claim/compensation that arises due to damage/cause or injuries sustained by any third party/parties/including life permanent injuries etc., by his/their vehicle(s), in addition to damages/disabilities/death etc. of IGGL's employees/property. The contractor shall reimburse on demand and without any demur the compensation/damages if any sustained by IGGL on this account.

11.3 The contractor himself will be responsible for any damage to the vehicle(s) or any personal injury to driver or any other person in the employment of contract(s) while vehicle(s) equipment(s) are on IGGL duty.

11.4 IGGL shall not be responsible for any claim/compensation that arises due to damages/injuries/pilferage to the contractor's vehicles/property under any circumstances while the vehicle(s) equipment(s) were/are/is engaged for IGGL's duty by him.

11.5 It is the responsibility of the contractor to inform the user of the vehicle as well as the concern officer the occurrence of any accident involving his/their vehicle(s) as early as possible to avoid any disruption of IGGL's operations, provide substitute vehicle and submit a detailed report to the concern officer / EIC within 24 hrs for the record of IGGL.

11.6 Absence of vehicle due to any accident shall not entitle the contractor for any exemptions from the liabilities of the contract whatsoever. Arrangement of the alternative/substitute is the responsibility of the contractor.

## **12. INSURANCE:**

12.1 Hired vehicle(s) should be fully / comprehensively insured by the contractor, at his own cost covering all risk and liabilities including strike & riots.

12.2 All liabilities arising out of the accidents, disturbances to the vehicle(s) operations of IGGL will rest upon the contractor.

12.3 The copies of documentation in respect of insurance shall be submitted to IGGL on the date of placement of vehicle and renewals made subsequently shall be submitted in time.

12.4 The agency shall provide insurance coverage to its staff including driver & Cleaner of vehicle at his own cost.

## **13. RATE:**

13.1 IGGL shall pay for the services of the Vehicles at the rates mentioned in Schedule of rates (SOR) enclosed.

13.2 The rates, offered should include all expenses fuel, oil, lubricants, establishment, all expenses on drivers like salary, bonus, overtime, uniform, as per labour regulations i.e. whatsoever is required for the specific performance of this contract including service tax. Such expenses shall include expenses on Regional Transport Authority and Government local and Municipal Authorities dues, comprehensive insurance, local services and any other expenses wherever or whatsoever necessary for the continuance/operation of such services including permits, repair and maintenance including the provisioning of the breakdown/ maintenance reserve taxi, etc. provided that the maintenance of reserve taxi should not be allowed beyond

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reasonable time i.e. maximum 7 days unless otherwise approved by the concern officer & subject to applicable deductions under clause no. 21 if not approved by the concern officer.

### 13.3 RATES FOR ADDITIONAL RUN & NIGHT HALTS:

Rates for additional run beyond fixed Kms & out station night halt charges shall be FIRM for the vehicles on monthly/ regular basis and shall be paid extra as mentioned below:

Toyota Crysta 2.4G7/or Equivalent and Mahindra scorpio-S5 - 2WD / or equivalent

Additional Run of Beyond Fixed Kms : Rs 11 per Km

Night Halt charges : Rs. 222.60/- per night

The rate of additional run and night halt charges mentioned above are inclusive of all taxes and duties except service tax / GST. Service tax / GST shall be payable as per rate mentioned in Price Schedule.

13.3.1 In the event of vehicles exceeds the fixed Kms run during the currency of the contract. The payment of extra kilometer run shall be made on quarterly basis as per following formula:

Amount for Extra Kms Run =  $[A - (3XF)] \times R$

Whereas

A = Total of actual Kms run in a quarter

F = Fixed Kms run per month as per SOR item

R = Rate per Km (~~fixed component as per SCC clause 13.3~~)

In case of extra kilometre run in respect of deployed vehicle (s), the calculation of extra kilometre run shall be calculated by clubbing all deployed vehicles irrespective of the types/categories of the vehicle for payment as per above formula as the rates are same for all.

### 14. **ESCALATION / DE-ESCALATION:**

14.1 The rates quoted are firm and will remain unchanged during currency of the contract, however IGGL will consider an increase/decrease in the Kilometer rates during the contractual period, in the event of increase/decrease in retail prices of fuel as per the following formula:

$$\frac{R \times I}{N}$$

Whereas

R = Total KM run during the month

I = Increase/decrease Price of fuel/ Per ltr (Kg for CNG)

N = Mileage of the vehicle (approx.) i.e. N= 12

The Escalation as worked out above will be applicable only if increase in price of diesel is beyond + (plus) or – (minus) 3% from the prevailing rate on the date of LOA.

14.2 The above formula shall also be used for reduction in rate per km, in case the fuel price is reduced. Press Notification shall form the basis of prevailing fuel price. The escalation charges will be claimed in the subsequent month only from the date of rise of fuel price. However, this will not be applicable for increase of spare parts, lube oil etc.

14.3 No claim whatsoever will be considered for increasing the monthly charges of the vehicles during the period of agreement entered on the basis of this calculation.

14.4 Contractor shall submit the actual bills in original issued by Diesel/Petrol out lets and shall claim the escalation / de-escalation along with his regular bills.

14.5 The diesel rate prevailing at the place of deployment i.e. Guwahati (Assam) will be taken as the basis for calculating escalation/de-escalation.

### 15. **BILLING AND PAYMENT:**

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15.1 The contractor shall submit bills duly certified by designated officers of IGGL in respect of the service (vehicle wise) rendered by him in duplicate on monthly basis to IGGL and not in piece meal, in the prescribed Performa duly verified and certified by the user. The bills shall show date wise services rendered as per the logbooks. The contractor is required to submit his bills within 15 days of the following month, duly filled in all respect to the concern officer or his authorized person. The bills complete in all respects will be processed and paid by the concerned F & A Department, if everything is found to be in order.

15.2 IGGL has initiated payments to suppliers and Contractors electronically and to facilitate the payments electronically, the bidder should submit his account details in enclosed format to facilitate payments through e-Banking/ RTGS/NEFT mode. Format for vendor bank account detail is enclosed Format.

15.3 No claims whatsoever will be considered for increasing the charges during the period of agreement / extended period on basis of this tender.

15.4 Payment will be released for the correctly made bills normally within 15 working days from the date of submission of bills duly certified by the officer concern/authorized person. IGGL shall not pay any interest for any delayed processing of bills.

15.5 No interest shall be payable on withheld amounts.

15.6 Recovery of Income Tax applicable as per Income Tax Act from the bills.

15.7 Applicable GST should be inclusive in quoted rate and breakup of GST to be indicated in SOR.

Final payment will be released on submission of No Objection Certificate and Indemnity Bond in the prescribed formats attached as Annexure I & Annexure II respectively to Special Conditions of Contract.

PAYING AUTHORITY shall be intimated at the time of award to the successful bidder.

**16. SECURITY DEPOSIT / BANK GUARANTEE:**

16.1 The contractor shall furnish a total security deposit of 10% of contract value exclusive of GST.

16.2 IGGL shall have right to recover from the security deposit/bank guarantee the balance amount, if any, which could not be recovered from the payments to the contractor under any of the clause of this contract.

16.3 The contractor shall be liable to pay further balance of recovery / claim if any, which could not be recovered from the payments to the contractor and/or from the security deposit/bank guarantee.

16.4 IGGL shall pay no interest on the Earnest Money or Security Deposit or performance guarantee furnished by the contractor.

16.5 The Bank Guarantee is towards performance guarantee for satisfactory performance of contract. The Bank Guarantee should be valid for 3 months beyond the original contract period and extension (if any). In the absence of such validity payments, all dues to the contractor will be withheld. On production of performance guarantee Earnest Money Deposit will be released.

16.6 The Security Deposit/bank guarantee, subject to recoveries, if any, shall be refunded to the contractor after the successful completion of this contract.

16.7 In case the contractor fails to carry out the job, as per the terms and conditions of the contract, the security deposit/bank guarantee is liable to be forfeited/invoked, without prejudice to any other right, which IGGL may have under this contract or otherwise.

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#### **17. TERMINATION:**

IGGL may without prejudice to its rights against the contractor in respect of any delay or otherwise or any claims for damage, in respect of any breach of the terms of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise, by notice in writing absolutely terminate the contract with immediate effect in any of the following cases:

1. In the event of the contractor going into liquidation or winding up his business or making arrangement with his creditors, IGGL shall have the right to terminate the contract without prejudice to any other rights/remedies.
2. In the event, if it is found that contract has been procured by submitting incorrect or incomplete statements by the contractor or by making any misrepresentation including submission of forged documents.
3. If in the opinion of IGGL, the contractor has delayed or suspended the execution of work, the facilities and Vehicles etc., offered by the contractor to be inadequate for effective completion of the job.
4. In the event of any breach of the terms and conditions of the contract by the contractor or if the contractor is found to be indulging in activity subversive to IGGL's interest or activity prejudicial to the interests of IGGL and for any other good or sufficient reasons.
5. Upon such termination of the contract the security Deposit is liable to be forfeited and Bank Guarantee to be invoked.

Notwithstanding anything contained above, IGGL may, as its sole discretion, terminate this contract by giving the contractor 30 days written notice to the effect, without assigning any reasons whatsoever. The contract shall be deemed to have expired on expiry of the original period of twenty four (24) months unless extended.

#### **18.0 FORCE MAJEURE**

18.1 When performance in whole or in part by the either party or any obligation under this Contract is prevented or delayed by reasons beyond the control of such Party, such contract becomes unenforceable due to force majeure conditions and shall remain so till such time the force majeure event continues. Such events are act of public enemy, civil commotion, sabotage, floods, explosions, epidemics, or acts of God. Party claiming protection of force majeure shall give notice to other Party in respect of such event within 'four [04] hours' from the occurrence thereof and neither party shall by reason of such event be entitled to have claim for hire charges/compensation/damages against the other in respect of such non-performance and/or delay in performance during such period.

#### **19.0 PRICE REDUCTION SCHEDULE [PRS]**

The vehicles are to be hired by IGGL for carrying out its operations of urgent and immediate nature. If the operations are not carried out in time, all simultaneous operations are delayed and result in great loss to IGGL; "Price Reduction Schedule [PRS]" shall be applicable in addition to other charges mentioned in Tender Document.

19.1 In the event of failure or delay of the Contractor in placing the required hired vehicles at the disposal of IGGL or vehicle is not in acceptable condition for any reason whatsoever, IGGL shall have the option to exercise any of the following rights:

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(i) To make suitable alternative arrangement of the hired vehicle at the sole risk & cost of the Contractor, and recover such extra cost & expenses either from the amount due to the Contractor or from his 'Security Deposit', etc. The cost and expenses under this Clause however shall not be limited to the outstanding amount or 'Security Deposit', etc. due to the Contractor and the Contractor will be liable to refund the entire cost to IGGL.

OR

(ii) IGGL shall have the right to recover from the Contractor "@1.5 times of the pro rata rate per day" on monthly hire-charges of a particular vehicle. However, IGGL reserves the right to terminate the Contract, in case vehicle(s) hired, remains absent from duty 'continuously for five [05] days' or 'ten [10] cumulative days' in a period of 'one [01] year' except for the permissible monthly one day off for maintenance".

19.2 Further, for any other violation of the provision of Contract, IGGL reserves the right to impose penalty "@Rs. 500.00 per such incident" per vehicle.

19.3 While submitting the Offer, Bidder must note the 'Recovery(s) in the Event of Failure(s) by Contractor', as per clause 20 below.

19.4 It is expected that the Bidders have apprised themselves of the service conditions under which the vehicles have to be used for OIL.

**20. RECOVERY(S) IN THE EVENT OF FAILURE(S) BY THE CONTRACTOR(S)**

Sl No.	Clause No. [of SCC]	Particulars	Penalty
1	3.2	After the specified period of deployment of vehicle, as has been mentioned at Clause-3.2	INR 1,000.00 per Day / vehicle
2	5.3,5.4, 5.10,5.11, 5.12	Non fulfilment of conditions specified	INR 1,000.00 per Day / vehicle
3	5.5	Non-deployment of alternate vehicle of similar/matching type within seventy two [72] hours from the occurrence of accident. In case Contractor does not provide another vehicle of	INR 1,000.00 per Day / vehicle
Sl No.	Clause No. [of SCC]	Particulars	Penalty
		similar specifications within thirty [30] days from the date of accident, the Contract will be liable for cancellation/termination.	
4	5.7	In case cotton seat-covers are not clean / available and/or upholstery of vehicle is not washed / dry-cleaned / changed at least 'once in a month'.	INR 200.00 per Incident per day/ vehicle



5	5.8	In case of air conditioned vehicles, if the AC is not working	INR 500.00 per day per vehicle / day
6	5.7	For each occasion of non-wearing of uniform, including shoes by the drivers.	INR 200.00 per Incident per day / vehicle
7	5.18	Non-deployment of similar/matching type of vehicle when the deployed vehicle is taken away for routine-servicing /maintenance.	INR 1,000.00 per Day / per vehicle
8		For violation of any provision of Contract	INR 500.00 per Incident per day / vehicle

**SPECIAL CONDITIONS OF CONTRACT**  
**(For the contract of hired vehicles ON CALL basis)**

**1.0 GENERAL**

1.1 The special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates and any other documents forming part of contract, wherever the context so requires.

1.2 Where any clause, sub-clause, etc. of the General Conditions of Contract is repugnant to or at variance with any provision(s) of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall, to the extent of such repugnancy, or variations, prevail.

1.3 Wherever, it is mentioned in the specifications that the CONTACTOR 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.

1.4 The intending bidder shall be deemed to have visited the site. Non familiarity with site conditions and unawareness of General Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with specifications.

1.5 Bids of Joint Venture/Consortium not acceptable.

1.6 The vehicle shall necessarily have TAXI/COMMERCIAL PERMIT.

1.7 No sub-contracting shall be allowed without permission of the Company.

1.8 The decision with regard to acceptance or rejection of any hired vehicle(s) offered by the contractor shall remain with the Company and the same shall be final and binding upon the contractor.

**2.0 GENERAL DEFINITIONS:**

2.1 "AREA OF OPERATION OF HIRED VEHICLES" means the areas/places connected with activities of IGGL defined in Scope of work OR any other place at the sole discretion of the Company, depending upon requirements to meet the objective of the contract.

2.2 "CALL BASIS VEHICLES" means the vehicles deployed as per requirement & mode.

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2.3 "COMPANY" means Indradhanush Gas Grid Ltd. (IGGL), a Government company having its registered office at Guwahati, Assam.

2.4 "CONTRACTOR" means any proprietorship/partnership firm or company to whom the contract is awarded for deployment of contract carriage vehicles on hire to the Company.

2.5 "CONTRACT" means the formal contract executed between the Company and the Contractor as a result of the subject Tender. The specific instructions issued from time to time by Engineer-in-charge or by his authorized representative and all documents taken together shall be deemed to form contract and shall be complementary to one another.)

2.6 "DAY" means day starting from 00:00 hrs to 24:00 hrs.

2.7 "DISTANCE" means the distance by the shortest approachable rout unless otherwise specified.

2.8 "HOUR" means an hour of sixty minutes. For the purpose of hire charges and/or penalty charges, fraction of an hour up to 30 minutes will not be taken into account and more than 30 minutes will be treated as full one hour.

2.9 "MONTH" means a complete calendar month of the year

2.10 "NIGHT HALT" means overnight stay of Vehicles at any place / in any area beyond its designated reporting place / places.

2.13 "REPORTING PLACE OF VEHICLES" means any operational site of the Company where a Vehicle shall normally report for duty. The normal Reporting place of Vehicles shall be as designated in the scope of work and actual location at the place of reporting will be intimated after placement of work order depending on the requirement and may be changed at any time during the currency of contract, if such requirement arises.

2.14 "SCHEDULE OF RATES" rates to be filled/attached to this contract(s).

2.15 "SEATING CAPACITY" means the number of passengers the Vehicles can carry including the driver.

2.16 "SUITABLE SUBSTITUTE" means similar Vehicle of equivalent or higher model not earlier than Year of Manufacture specified in Scope of Work for respective vehicle subject to acceptance by EIC/Authorized Representatives.

2.17 Vehicle : As per the specifications & it means contract carriage of a light passenger motor vehicle fitted with all necessary fittings and accessories, along with valid registration, Taxi permit and insurance document and driver. The Vehicle must be diesel driven.

### **3. PERIOD OF CONTRACT:**

3.1 The contract will be valid initially for a period of 24 months from the date of LOA. Provision of time extension for further one year at the sole discretion of Authorized Representative only at the same rate, terms and conditions. The rates will remain firm during the tenure of the said contract including the time extension.

3.2 The contract normally stands terminated after the expiry of the period of the contract. However, the Company reserves its right to terminate the contract at any time by giving 30 days notice in writing without assigning any reason thereof. The contractors shall not be entitled for any compensation thereof.

### **4. SCOPE OF CONTRACT:**

The scope of contract shall be as detailed in bid document.

### **5. OPERATIONAL NORMS & CONDITIONS :**

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5.1 The Vehicles are required to report to concern office/location as per direction of Officer designated/Engineer-in-Charge and may require to stay overnight on temporary duties.

5.2 The contractor shall be required to deploy the vehicles confirming to the specifications with all-requisite factory fitted accessories, tools, and accessories including spare wheels and the other equipment as per the M. V. Act / rules in force.

5.3 The contractor shall maintain the Vehicles in absolute good working condition. If any Vehicle develops defects while on duty the contractor shall immediately replace it by a suitable substitute within a period of two hours or arrange satisfactory repairs. In case of failure of the contractor to repair the Vehicles or to provide the substitute vehicle, payment for the day(s) of absence will be deducted, to be calculated on pro-rata basis. If the Company makes alternative arrangement, the contractor shall have to bear the difference of the cost incurred in the alternative arrangement made by the Company in addition to deduction of day(s) payment.

5.4 The contractor is to provide Vehicle(s) for the duty with tank full of fuel and sufficient money with the driver to meet with any exigency for all the notified requirements for long distances/outstation duties. In case of failure of the vehicle enroute for want of fuel or otherwise and the accompanying Driver shows his inability and the Company's employee/officer or any other authorized person utilizing the vehicle has to incur expenditure for making good the vehicle by refueling or any other act which is recorded in log book by the utilizing person, recovery of such expenses shall be double the amount spent by the utilizing person along with the hiring charges and these amounts shall be recovered from the Contractor's bill.

5.5 In case the hired vehicle(s) is totally damaged due to an accident, the Contractor will provide alternate vehicle(s) of similar / matching type within "seventy two [72] hours" from the occurrence of the accident. In case of non-compliance, penalty "@Rs.1,000.00 per day for each no. of vehicle" will be imposed on the Contractor. Further, the Contractor will provide the vehicle(s) of similar specifications on his risk and cost within "30 [thirty] days" from the date of accident, failing which a penal recovery of Rs.1000.00 per day per vehicle will be imposed for not providing similar specification vehicle(s).

5.6 The contractor shall ensure that the driver(s) provided on vehicles is/are well dressed, smart in turnout and is/are disciplined, courteous and behave properly with the Company's personnel. The contractor shall withdraw such driver from duties, who do not behave in a proper/disciplined manner or who resumes work under the influence of liquor, etc. The Company's decision in this regard shall be final and binding on the contractor. In case of failure of the contractor to withdraw such driver(s) from duty, the Vehicles shall not be accepted for duty and shall be considered as vehicle(s) not provided by the contractor and penalty as applicable shall be levied.

5.7 In case of air conditioned vehicles, a penalty @ Rs. 500.00 per day per vehicle shall be levied, if the AC is not working.

5.8 The Contractor shall have to make his own arrangements for the stay of his staff including night-halt, etc. at his own risk and cost and also for repairs and fueling, etc. of the hired vehicle(s) as per requirement. However, the Company shall pay "night halt" charges as mentioned in SOR in case vehicle(s) are deputed for outstation duty and required to stay overnight.

5.9 The contractor will be required to supply vehicles only confirming to the specifications of the tender as and when ordered to do so. During the continuation of the contract in exceptional

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circumstances Company may however, accept a suitable substitute vehicle other than those as specified in the tender subject to imposing the penalty as specified in clause no. 20 of SCC of the tender.

5.10 The driver/contractor shall not carry any unauthorized passenger in the Vehicles. In case the same is detected, no payment shall be admissible for the day / days of such occurrence. In case the Contractor /Driver ignores the instructions, the vehicle shall not be accepted and penalty as per clause no. 20 shall be imposed and in case of no improvement and corrective action, the concern officer shall initiate action for de-hiring /cancellation of contract.

5.11 The Vehicles on duty is / are subject to surprise checks by an authorized representative of the Company for carrying any unauthorized passenger or any conduct prejudicial to the Company's interest or image. Such checks will also be applicable to any alternate Vehicle provided by the Contractor. In case of any default / non-compliance of the terms and conditions of the contract, stern action shall be taken against the Contractor including de-hire and cancellation of contract.

5.12 Speedometer, Kilometer Recorder and other instruments/ meter(s) must be maintained at a high standard of accuracy. Any defect noticed by the concern officer or his authorized representatives shall be rectified forthwith by the Contractor. Until such rectification, the kilometer-age for such distance/places as verified and certified by the Officer/Staff traveling in the vehicle shall be final and binding to the contractor for the purpose of billing, etc.

5.13 The contractor shall have an office with telephone facility and one supervisor to coordinate the movement of Vehicles. The supervisor or the responsible representative of the contractor shall have to make regular visits to the Company as specified from time to time during currency of the contract. The contractor should intimate his contact telephone numbers of permanent address for communication / correspondence in writing along with his offer for correspondence in regard of this contract. Any change in permanent address of the party shall be intimated at least 15 days before such change. The driver should also have mobile phone in working condition. A printed slip / card indicating the vehicle registration no. name of the driver and his mobile no. should be placed in front of the vehicle prominently visible to the commuter on board.

5.14 A) The Contractor should produce necessary ESIC Code before commencement of work or workmen who are not covered under ESI Act, the Contractor should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same to IGG Limited.

B) Contractor should produce necessary EPF Code before commencement of Work.

5.15 The contractor is responsible to obtain labor license if applicable under the provisions of Contract Labor (R&A) Act, 1970 from the office of ALC (Central), Ministry of Labor, Govt. of India for the respective States.

5.16 The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.

5.17 The contractor shall discharge, obligations as provided under various statutory enactment including the employees provident Fund and Miscellaneous Provisions Act, 1952, Contract

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Labor (R&A) Act, 1970, Minimum Wages ACT, 1948, payment of Wages Act 1936, Workman Compensation Act 1923 and other relevant acts, rules and regulations enforced from time to time.

5.18 Contractor shall also ensure to engage only those persons whose character / antecedents have been got verified by him.

5.19 While conforming to any of these conditions, the contractor should ensure that no applicable act or rules regarding labour, welfare, conduct, etc. is violated. The contractor shall indemnify IGGL for any action brought against him for violation, noncompliance of any act, rules & regulation thereunder.

5.20 All personnel undertaking the job proposed to be deployed by the contractor shall be medically fit. It should be ensured that no personnel engaged by the contractor is suffering from communicable disease.

5.21 The Vehicles shall not leave the duty point for any purpose (including refueling) without the specific permission of the user.

5.22 In the event of the vehicle drivers asking any amount from the user of vehicle towards expenditure like diesel, consumables etc. IGGL will deduct double the amount from the contractor bills without any notice.

5.23 The duty hours and kilometer run of the hired vehicles shall be counted from the reporting time of the hired vehicle initially reported for IGGL duty at the designated place. No hire charges shall be paid to contractor for the kilometer run from its place of parking to the reporting place & vice versa. The vehicles will be required to report for duty at a particular nominated site/place. In case it is required to report at any other place directly, kilometer run from the nominated site to the reporting site is payable and no other charges shall be paid.

5.24 The Contractor's staff shall abide by the existing security and safety rules/regulations/precautions as per instructions given from time to time.

5.25 IGGL shall not be responsible for any claim/compensation that may arise due to damages/injuries/pilferage to Contractor's vehicles/property/drivers, other staff, etc. under any circumstances while the hired vehicle(s) is engaged on IGGL's duty.

5.26 The Contractor shall ensure that his drivers refrain from smoking while driving the vehicle, be polite and well behaved and should not use any abusive language. Driver (s) also to ensure that no inflammable substances of any nature, form etc. should be carried by vehicles at the installations, camp stations, stores, yards, etc. while on duty. The Contractor's employees shall ensure that they abide by usual and special rules regarding the safety and security measures while on duty with IGGL as per directions of the representative(s) of IGGL at the worksite.

5.27 Contractor(s)/driver(s) shall arrange to park the vehicle(s) at a designated place at his risk & cost. However, the Contractor shall be liable to provide the hired vehicle(s) to the concerned user(s) within "one [01] hour" of intimation from IGGL.

5.28 Bidder must possess a valid registration under "The Motor Transport Worker Act 1961" (wherever applicable). The Act is applicable on employing five or more motor transport workers, as per Section-1 of The Motor Transport Worker Act 1961.

5.29 The above vehicles shall be having taxi permit and should be registered in the name of Firm/Bidder in case of Proprietorship/Partnership concern and in the name of the Firm / Company for other than Proprietorship/Partnership concern.

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5.30 The contractor shall be solely responsible and indemnify the IGGL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.

5.31 The Contractor will have to provide spare wheel(s) in good condition with the vehicle(s) to meet any eventual breakdown en-route requiring minor repairs developed during journey.

5.32 The contractor shall indemnify IGGL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.

5.33 The contractor shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.

5.34 The contractor is required to maintain registers and records as required under different laws.

5.35 The contractor shall take care of the health insurance of all their employees and workmen deputed for this work.

5.36 The contractor will deploy adequate number of qualified & experienced personnel to discharge the contractual obligations effectively.

5.37 The Vehicles should be fitted with good quality seat covers on the seats which should be washed time to time.

5.38 Vehicles shall be fitted with good quality music system, Reading Light, Perfumes, Fire extinguisher, First-aid box, etc. In case of non-provision of any item, a penal recovery of Rs. 50/- per day will be made from the bill.

5.39 The driver should be conversant with local language preferably having knowledge of Hindi & English.

5.39 the rates quoted per vehicle shall include all charges for permits, taxes & all statutory payments except Parking charges, Night halt charges, entry tax/ toll Tax. The charges for entry tax/ toll tax, parking charges and night halt charges shall be reimbursed on production of receipts of concerned authorities / duly certified challan.

#### **6.0 VEHICLE DOCUMENT:**

The Vehicles should be fit in all respects for operations in accordance with Motor Vehicle Act, the rules and the existing laws are applicable from time to time. The Vehicle(s) must be equipped with valid documents i.e. Registration Book, Taxi Permit, Pollution Control Certificate, Insurance Certificate, Fitness Certificate(s), permits which include all permits for towing with taxes, fees levies paid up to date during the currency of the contract. This shall include Annual permits/temporary road permits, etc., if any required during and for the duty with IGGL. The responsibility of any lapse in this regard shall be that of the contractors/vehicle owners exclusively. IGGL, its officers/employees shall in no way be responsible for any lapse/default of the vehicle owner/contractor and IGGL, its officers/employees shall be completely indemnified and kept harmless by the contractor against such default.

#### **7.0 LABOUR LEGISLATION AND OTHER ENACTMENTS:**

7.1 The contractor shall strictly follow and abide by the rules and regulations of Motor Vehicles Act, Motor Vehicle Rules, Pollution Control Norms and other relevant Central/ State legislation's and orders, rules and regulation of Central/State Government and other authorities. The contractor agrees to indemnify and hold IGGL and its employees harmless for/against any loss, expenditure and claims penalty, etc. of whatsoever nature to IGGL in this regard due to the non-fulfillment of the obligations and violation by the contractor.

7.2 Registration with Labor Commissioner, if necessary, the Contractor shall be required to register with Labor Authority of appropriate Government having jurisdiction as per "Contract Labor Rules 1971", or any other labor rules/regulations/laws, applicable from time to time. This shall be required immediately after the acceptance of the Tender. The Contractor shall comply with all the applicable Labor Laws.

7.3 The contractor will be fully responsible for any and all disputes arising out of any Labor act, Motor vehicles act, Income Tax Act, Payment of Wages Act, Pollution Control Act, Mines Act, EPF Act, Industrial Disputes Act, etc. and will settle the same at his/her own. It is the responsibility of the contractor to pay the driver/any employee as per labor law/ Payment of Wages Act in force and in case of failure of any claims, contractor is personally responsible.

7.4 The contractor must indemnify IGGL And its employees against any liquidated damages incurred as the principal employer for any failure of contractor to honor the various Central/State/Local self-body laws/enactment's in this respect.

7.5 The Contractor shall exclusively be liable for non-compliance of the provisions of any act, law, rule or regulation having bearing over engagement of workers, directly or indirectly for execution of the Contract.

The Contractor shall undertake to indemnify IGGL against all actions, suits, proceedings, claims, losses, damages, etc. which may arise under "Minimum Wages Act", "Personnel Injury", "Company Insurance Act", "E.S.I. Act", "Fatal Accident Act", "Workmen Compensation Act", "Shops & Establishment Act", "Employees Provident Fund Act", "Family Pension & Deposit Linked Insurance Scheme" or any other act or statute not specifically mentioned herein but having any direct or indirect application for the persons engaged under this Contract.

The Contractor agrees to and does hereby accept full & exclusive responsibility for compliance of all obligations imposed and further agrees to defend, indemnify and hold IGGL harmless from any liability/penalty which may be imposed by the Central, State or local authority and also from all claims, suits or proceedings that may be brought out against IGGL arising under, growing out of or by reason of the work provided for by this Contract irrespective of the fact that whether it is brought by employees of the Contractor, by third parties or any Central Government, State Government or Local authority under any act or rule framed there under. The Contractor shall indemnify IGGL against all losses or damages caused to it on account of acts of the personnel deployed by him.

7.6 The contractor will be required to observe and fulfill all the obligations under various enactments' applicable to the nature of job performed by the contractor under the contract.

8. **TAXES & DUTIES:** The contractor shall pay all the taxes- corporate tax, Income Tax, GST and any/or any other taxes levied by Central/State or any other authorities. However, IGGL will deduct standard recovery towards the Income Tax from monthly payments. However, Service Tax / GST shall be paid extra at actual on presentation of receipt. In case service tax is applicable for the Tendered Work, Contractor shall claim the Service Tax indicating rate of abatement/deduction allowed as per "Service Tax Act" from the 1st Invoice itself. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered, and shall contain the following:

(a) Name, Address & Registration No. of such Person/Contractor (b) Name & Address of the Person/Contractor receiving Taxable Service (c) Description, Classification & Value of Taxable

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Service provided (d) Service Tax Amount Payments to Service Provider for claiming Service Tax / GST amount will be made provided the above formalities are fulfilled. In case of statutory variation in Service Tax / 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 Service Tax / GST / statutory variation in Service Tax / GST, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential Service Tax / GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

**9. VEHICLE INSPECTION (PERIODIC AND RENEWAL INSPECTION) :**

9.1 The acceptance of a Vehicle in the service of IGGL will be subject to the inspection of the vehicles documents and the documents of the driver, by an officer or board of officers of IGGL. The decision with regards to the acceptance or rejection of the vehicle/equipment, offered by the contractor(s) shall remain with IGGL. Its decision shall be final and binding on the contractor.

Any certificate obtained or produced by the contractor stating the condition of the vehicles offered/placed at the service of IGGL by any officer of Central or State Government Authority such as M.V.I. etc., as satisfactory shall not be binding on IGGL. IGGL has an absolute right to accept or reject the same.

**10. LOG BOOK MAINTENANCE:**

10.1 In case of not getting the log book filled-in correctly and properly or if there is any objection, the bill(s) may be returned for getting the objection(s) rectified. The logbook must be got filled-in from user on day-to-day basis.

10.2 Separate logbook will require to be maintained for each vehicle. These shall be duly filled-up in all the columns and signed by the officer of IGGL. using the vehicle and the driver immediately on completion of the duty, daily with NAME AND DESIGNATION of the officer/officers and the name of the driver of the vehicle. All the bills will be verified on the basis of logbook of the vehicle incorporating any complaints separately received on the performance of the duty. If the name and designation of the user/officer is not clearly identified, the payment for such journeys may not be admitted.

10.3 The responsibility of obtaining the daily KM runs properly entered in the logbook in all respects to tally the distance run and places visited shall be entirely of the contractor. The opening KM reading/closing KM reading shall be taken from the notified reporting place but not from the contractor garage/residence. The opening KM reading in logbook shall be filled immediately on report to duty. In case there is some difference, the excess difference will not be paid and bill(s) will be corrected accordingly and passed for payment.

**11. ACCIDENTS / DAMAGES / CLAIMS LIABILITIES:**

11.1 In the event of any accident or damages while the vehicle(s) is on the duty of IGGL shall be completely free from any liability of any nature connected with the accident/damage(s). The contractor himself will be fully and exclusively responsible for any damage to vehicle(s) or any personal injury to driver or any other person in the employment of the contractor, occupants of the vehicle(s) or any person(s) or damage to any property or person. This includes any third party claims. However, if the damage or loss is incurred by IGGL or its employees as a result of any accident or any other reason involving the failure of the vehicle(s)/driver, the contractor



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shall reimburse on demand and without any demur the compensation/damages if any sustained by IGGL on this account.

11.2 The contractor will be solely responsible for any consequences under laws, arising out of any accident caused by the vehicle(s)/equipment to the property or personnel of IGGL. The contractor shall also be responsible for any claim/compensation that arises due to damage/cause or injuries sustained by any third party/parties/including life permanent injuries etc., by his/their vehicle(s), in addition to damages/disabilities/death etc. of IGGL's employees/property. The contractor shall reimburse on demand and without any demur the compensation/damages if any sustained by IGGL on this account.

11.3 The contractor himself will be responsible for any damage to the vehicle(s) or any personal injury to driver or any other person in the employment of contract(s) while vehicle(s) equipment(s) are on IGGL duty.

11.4 IGGL shall not be responsible for any claim/compensation that arises due to damages/injuries/pilferage to the contractor's vehicles/property under any circumstances while the vehicle(s) equipment(s) were/are/is engaged for IGGL's duty by him.

11.5 It is the responsibility of the contractor to inform the user of the vehicle as well as the concern officer the occurrence of any accident involving his/their vehicle(s) as early as possible to avoid any disruption of IGGL's operations, provide substitute vehicle and submit a detailed report to the concern officer / EIC within 24 hrs for the record of IGGL.

11.6 Absence of vehicle due to any accident shall not entitle the contractor for any exemptions from the liabilities of the contract whatsoever. Arrangement of the alternative/substitute is the responsibility of the contractor.

## **12. INSURANCE:**

12.1 Hired vehicle(s) should be fully / comprehensively insured by the contractor, at his own cost covering all risk and liabilities including strike & riots.

12.2 All liabilities arising out of the accidents, disturbances to the vehicle(s) operations of IGGL will rest upon the contractor.

12.3 The copies of documentation in respect of insurance shall be submitted to IGGL on the date of placement of vehicle and renewals made subsequently shall be submitted in time.

12.4 The agency shall provide insurance coverage to its staff including driver & Cleaner of vehicle at his own cost.

## **13. RATE:**

13.1 IGGL shall pay for the services of the Vehicles at the rates mentioned in Schedule of rates (SOR) enclosed.

13.2 The rates, offered should include all expenses fuel, oil, lubricants, establishment, all expenses on drivers like salary, bonus, overtime, uniform, as per labour regulations i.e. whatsoever is required for the specific performance of this contract including service tax. Such expenses shall include expenses on Regional Transport Authority and Government local and Municipal Authorities dues, comprehensive insurance, local services and any other expenses wherever or whatsoever necessary for the continuance/operation of such services including permits, repair and maintenance including the provisioning of the breakdown/ maintenance reserve taxi, etc. provided that the maintenance of reserve taxi should not be allowed beyond

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reasonable time i.e. maximum 7 days unless otherwise approved by the concern officer & subject to applicable deductions under clause no. 21 if not approved by the concern officer.

### 13.3 RATES FOR ADDITIONAL RUN & NIGHT HALTS:

Rates for additional run beyond fixed Kms & out station night halt charges shall be FIRM for the vehicles on monthly/ regular basis and shall be paid extra as mentioned below:

Toyota Crysta 2.4G7/or Equivalent and Mahindra scorpio-S5 - 2WD / or equivalent

Additional Run of Beyond Fixed Kms : Rs 11 per Km

Night Halt charges : Rs. 222.60/- per night

The rate of additional run and night halt charges mentioned above are inclusive of all taxes and duties except service tax / GST. Service tax / GST shall be payable as per rate mentioned in Price Schedule.

13.3.1 In the event of vehicles exceeds the fixed Kms run during the currency of the contract. The payment of extra kilometer run shall be made on quarterly basis as per following formula:

Amount for Extra Kms Run =  $[A - (3XF)] \times R$

Whereas

A = Total of actual Kms run in a quarter

F = Fixed Kms run per month as per SOR item

R = Rate per Km (~~fixed component as per SCC clause 13.3~~)

In case of extra kilometre run in respect of deployed vehicle (s), the calculation of extra kilometre run shall be calculated by clubbing all deployed vehicles irrespective of the types/categories of the vehicle for payment as per above formula as the rates are same for all.

### 14. ESCALATION / DE-ESCALATION:

14.1 The rates quoted are firm and will remain unchanged during currency of the contract, however IGGL will consider an increase/decrease in the Kilometer rates during the contractual period, in the event of increase/decrease in retail prices of fuel as per the following formula:

$$\frac{R \times I}{N}$$

Whereas

R = Total KM run during the month

I = Increase/decrease Price of fuel/ Per ltr (Kg for CNG)

N = Mileage of the vehicle (approx.) i.e. N= 12

The Escalation as worked out above will be applicable only if increase in price of diesel is beyond + (plus) or – (minus) 3% from the prevailing rate on the date of LOA.

14.2 The above formula shall also be used for reduction in rate per km, in case the fuel price is reduced. Press Notification shall form the basis of prevailing fuel price. The escalation charges will be claimed in the subsequent month only from the date of rise of fuel price. However, this will not be applicable for increase of spare parts, lube oil etc.

14.3 No claim whatsoever will be considered for increasing the monthly charges of the vehicles during the period of agreement entered on the basis of this calculation.

14.4 Contractor shall submit the actual bills in original issued by Diesel/Petrol out lets and shall claim the escalation / de-escalation along with his regular bills.

14.5 The diesel rate prevailing at the place of deployment i.e. Guwahati (Assam) will be taken as the basis for calculating escalation/de-escalation.

### 15. BILLING AND PAYMENT:

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15.1 The contractor shall submit bills duly certified by designated officers of IGGL in respect of the service (vehicle wise) rendered by him in duplicate on monthly basis to IGGL and not in piece meal, in the prescribed Performa duly verified and certified by the user. The bills shall show date wise services rendered as per the logbooks. The contractor is required to submit his bills within 15 days of the following month, duly filled in all respect to the concern officer or his authorized person. The bills complete in all respects will be processed and paid by the concerned F & A Department, if everything is found to be in order.

15.2 IGGL has initiated payments to suppliers and Contractors electronically and to facilitate the payments electronically, the bidder should submit his account details in enclosed format to facilitate payments through e-Banking/ RTGS/NEFT mode. Format for vendor bank account detail is enclosed Format.

15.3 No claims whatsoever will be considered for increasing the charges during the period of agreement / extended period on basis of this tender.

15.4 Payment will be released for the correctly made bills normally within 15 working days from the date of submission of bills duly certified by the officer concern/authorized person. IGGL shall not pay any interest for any delayed processing of bills.

15.5 No interest shall be payable on withheld amounts.

15.6 Recovery of Income Tax applicable as per Income Tax Act from the bills.

15.7 Applicable GST should be inclusive in quoted rate and breakup of GST to be indicated in SOR.

Final payment will be released on submission of No Objection Certificate and Indemnity Bond in the prescribed formats attached as Annexure I & Annexure II respectively to Special Conditions of Contract.

PAYING AUTHORITY shall be intimated at the time of award to the successful bidder.

**16. SECURITY DEPOSIT / BANK GUARANTEE:**

16.1 The contractor shall furnish a total security deposit of 10% of contract value exclusive of GST.

16.2 IGGL shall have right to recover from the security deposit/bank guarantee the balance amount, if any, which could not be recovered from the payments to the contractor under any of the clause of this contract.

16.3 The contractor shall be liable to pay further balance of recovery / claim if any, which could not be recovered from the payments to the contractor and/or from the security deposit/bank guarantee.

16.4 IGGL shall pay no interest on the Earnest Money or Security Deposit or performance guarantee furnished by the contractor.

16.5 The Bank Guarantee is towards performance guarantee for satisfactory performance of contract. The Bank Guarantee should be valid for 3 months beyond the original contract period and extension (if any). In the absence of such validity payments, all dues to the contractor will be withheld. On production of performance guarantee Earnest Money Deposit will be released.

16.6 The Security Deposit/bank guarantee, subject to recoveries, if any, shall be refunded to the contractor after the successful completion of this contract.

16.7 In case the contractor fails to carry out the job, as per the terms and conditions of the contract, the security deposit/bank guarantee is liable to be forfeited/invoked, without prejudice to any other right, which IGGL may have under this contract or otherwise.

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#### **17. TERMINATION:**

IGGL may without prejudice to its rights against the contractor in respect of any delay or otherwise or any claims for damage, in respect of any breach of the terms of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise, by notice in writing absolutely terminate the contract with immediate effect in any of the following cases:

1. In the event of the contractor going into liquidation or winding up his business or making arrangement with his creditors, IGGL shall have the right to terminate the contract without prejudice to any other rights/remedies.
2. In the event, if it is found that contract has been procured by submitting incorrect or incomplete statements by the contractor or by making any misrepresentation including submission of forged documents.
3. If in the opinion of IGGL, the contractor has delayed or suspended the execution of work, the facilities and Vehicles etc., offered by the contractor to be inadequate for effective completion of the job.
4. In the event of any breach of the terms and conditions of the contract by the contractor or if the contractor is found to be indulging in activity subversive to IGGL's interest or activity prejudicial to the interests of IGGL and for any other good or sufficient reasons.
5. Upon such termination of the contract the security Deposit is liable to be forfeited and Bank Guarantee to be invoked.

Notwithstanding anything contained above, IGGL may, as its sole discretion, terminate this contract by giving the contractor 30 days written notice to the effect, without assigning any reasons whatsoever. The contract shall be deemed to have expired on expiry of the original period of twenty four (24) months unless extended.

#### **18.0 FORCE MAJEURE**

18.1 When performance in whole or in part by the either party or any obligation under this Contract is prevented or delayed by reasons beyond the control of such Party, such contract becomes unenforceable due to force majeure conditions and shall remain so till such time the force majeure event continues. Such events are act of public enemy, civil commotion, sabotage, floods, explosions, epidemics, or acts of God. Party claiming protection of force majeure shall give notice to other Party in respect of such event within 'four [04] hours' from the occurrence thereof and neither party shall by reason of such event be entitled to have claim for hire charges/compensation/damages against the other in respect of such non-performance and/or delay in performance during such period.

#### **19.0 PRICE REDUCTION SCHEDULE [PRS]**

The vehicles are to be hired by IGGL for carrying out its operations of urgent and immediate nature. If the operations are not carried out in time, all simultaneous operations are delayed and result in great loss to IGGL; "Price Reduction Schedule [PRS]" shall be applicable in addition to other charges mentioned in Tender Document.

19.1 In the event of failure or delay of the Contractor in placing the required hired vehicles at the disposal of IGGL or vehicle is not in acceptable condition for any reason whatsoever, IGGL shall have the option to exercise any of the following rights:

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(i) To make suitable alternative arrangement of the hired vehicle at the sole risk & cost of the Contractor, and recover such extra cost & expenses either from the amount due to the Contractor or from his 'Security Deposit', etc. The cost and expenses under this Clause however shall not be limited to the outstanding amount or 'Security Deposit', etc. due to the Contractor and the Contractor will be liable to refund the entire cost to IGGL.

OR

(ii) IGGL shall have the right to recover from the Contractor "@1.5 times of the pro rata rate per day" on monthly hire-charges of a particular vehicle. However, IGGL reserves the right to terminate the Contract, in case vehicle(s) hired, remains absent from duty 'continuously for five [05] days' or 'ten [10] cumulative days' in a period of 'one [01] year' except for the permissible monthly one day off for maintenance".

19.2 Further, for any other violation of the provision of Contract, IGGL reserves the right to impose penalty "@Rs. 500.00 per such incident" per vehicle.

19.3 While submitting the Offer, Bidder must note the 'Recovery(s) in the Event of Failure(s) by Contractor', as per clause 20 below.

19.4 It is expected that the Bidders have apprised themselves of the service conditions under which the vehicles have to be used for OIL.

**20. RECOVERY(S) IN THE EVENT OF FAILURE(S) BY THE CONTRACTOR(S)**

Sl No.	Clause No. [of SCC]	Particulars	Penalty
1	3.2	After the specified period of deployment of vehicle, as has been mentioned at Clause-3.2	INR 1,000.00 per Day / vehicle
2	5.3,5.4, 5.10,5.11, 5.12	Non fulfilment of conditions specified	INR 1,000.00 per Day / vehicle
3	5.5	Non-deployment of alternate vehicle of similar/matching type within seventy two [72] hours from the occurrence of accident. In case Contractor does not provide another vehicle of	INR 1,000.00 per Day / vehicle
Sl No.	Clause No. [of SCC]	Particulars	Penalty
		similar specifications within thirty [30] days from the date of accident, the Contract will be liable for cancellation/termination.	
4	5.7	In case cotton seat-covers are not clean / available and/or upholstery of vehicle is not washed / dry-cleaned / changed at least 'once in a month'.	INR 200.00 per Incident per day/ vehicle

5	5.8	In case of air conditioned vehicles, if the AC is not working	INR 500.00 per day per vehicle / day
6	5.7	For each occasion of non-wearing of uniform, including shoes by the drivers.	INR 200.00 per Incident per day / vehicle
7	5.18	Non-deployment of similar/matching type of vehicle when the deployed vehicle is taken away for routine-servicing /maintenance.	INR 1,000.00 per Day / per vehicle
8		For violation of any provision of Contract	INR 500.00 per Incident per day / vehicle

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## SECTION –VII

### SCHEDULE OF RATES (SOR)

**(Please refer to attachments(SOR PART A & B ) in CPP portal)**