



**TENDER DOCUMENT FOR HIRING OF PROJECT
MANAGEMENT & CONSULTANCY (PMC)
SERVICES FOR NORTH EAST GAS GRID (NEGG)
PROJECT**

**TENDER NO. IGGL/GHY/C&P/PROJ/PMC/06-19-1
(E –TENDER NO: IGGL-100002)**

**DOMESTIC COMPETITIVE BIDDING THROUGH
E-TENDERING**

**Issued by
INDRADHANUSH GAS GRID LIMITED (IGGL)
(A Public Limited Company)
5th Floor, Central Mall, G S Road, Christian Basti, Guwahati**

ATTENTION

THIS IS AN ELECTRONIC TENDER

For Participation in this tender please visit the web site: [Govt. CPP Portal - https://etenders.gov.in](https://etenders.gov.in).

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SECTION-I

INVITATION FOR BID
(IFB)

SECTION-I
"INVITATION FOR BID (IFB)"

Ref No: IGGL/GHY/C&P/PROJ/PMC/06-19-1

Date: 10.06.2019

To,

PROSPECTIVE BIDDERS

SUB: TENDER DOCUMENT FOR HIRING OF PROJECT MANAGEMENT & CONSULTANCY (PMC) SERVICES FOR NORTH EAST GAS GRID (NEGG) PROJECT

Dear Sir/Madam,

- 1.0 INDRADHANUSH GAS GRID LIMITED (IGGL), a Joint Venture (JV) of IOCL, ONGC, GAIL, OIL and NRL, having its registered office at Guwahati in the State of Assam, invites bids from bidders for the subject, in complete 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 WORK/JOB	HIRING OF PROJECT MANAGEMENT & CONSULTANCY (PMC) SERVICES FOR NORTH EAST GAS GRID (NEGG) PROJECT
(B)	TENDER NO. & DATE	IGGL/GHY/C&P/PROJ/PMC/06-19-1 (E tender No. IGGL-100002)

(C)	TYPE OF BIDDING SYSTEM	<table border="1"> <tr> <td data-bbox="863 376 1106 495">SINGLE BID SYSTEM</td> <td data-bbox="1106 376 1361 495"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="863 495 1106 613">TWO BID SYSTEM</td> <td data-bbox="1106 495 1361 613"><input checked="" type="checkbox"/></td> </tr> </table>	SINGLE BID SYSTEM	<input type="checkbox"/>	TWO BID SYSTEM	<input checked="" type="checkbox"/>
SINGLE BID SYSTEM	<input type="checkbox"/>					
TWO BID SYSTEM	<input checked="" type="checkbox"/>					
(D)	TYPE OF TENDER	<table border="1"> <tr> <td data-bbox="858 741 1086 819">E-TENDER</td> <td data-bbox="1086 741 1355 819"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="858 819 1086 898">MANUAL</td> <td data-bbox="1086 819 1355 898"><input type="checkbox"/></td> </tr> </table> <p>E-TENDER NO:</p>	E-TENDER	<input checked="" type="checkbox"/>	MANUAL	<input type="checkbox"/>
E-TENDER	<input checked="" type="checkbox"/>					
MANUAL	<input type="checkbox"/>					
(E)	COMPLETION/CONTRACT PERIOD	Contractual scheduled time for the PMC contract shall be 45 months (including 3 Months for Closure) from the date of Kick off Meeting.				
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<table border="1"> <tr> <td data-bbox="836 1205 1121 1283">APPLICABLE</td> <td data-bbox="1121 1205 1383 1283"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="836 1283 1121 1402">NOT APPLICABLE</td> <td data-bbox="1121 1283 1383 1402"><input checked="" type="checkbox"/></td> </tr> </table> <p>Amount: INR_: Nil</p> <p>(Refer clause no.16 of ITB)</p>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>					
NOT APPLICABLE	<input checked="" type="checkbox"/>					
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	<p>From 10.06.2019 to 02.07.2019 upto 13:00 Hrs, IST) on following websites:</p> <p>(i) IGGL Website – https://iggl.co.in/</p> <p>(ii) Govt. CPP Portal - https://etenders.gov.in</p>				

(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 19.06.2019 Time : 10:30 HRS Venue: IGGL Office, 5th Floor, Central Mall, G S Road, Guwahati
(I)	DUE DATE & TIME OF BID-SUBMISSION	Date : 02.07.2019 Time : 14:00 HRS.
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 03.07.2019 Time : 15:00 HRS
(K)	CONTACT DETAILS	1) Name: Mr. Indranil Neog, Designation: Deputy General Manager (C&P) Phone No.: 9435090936 E-mail: indranil.neog@iggl.co.in 2)Name: Mr. Udayan Das, Designation:Chief Manager (C&P) Phone No.: 9435152080 E-mail: udayan.das@iggl.co.in

In case of the days specified above happens to be a holiday in 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 the 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 In case of Manual Bids, 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 as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 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 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to the 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-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 11.0 System generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.
- 12.0 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

(Authorized Signatory)

Name : Indranil Neog

Designation : DGM(C&P)

E-mail ID : indranil.neog@iggl.co.in

Contact No. : 9435090936

PHYSICAL DOCUMENTS OF TENDER

Bid Document No. : **IGGL/GHY/C&P/PROJ/PMC/06-19-1**
E-TENDER NO. IGGL-100002

Description : TENDER DOCUMENT FOR HIRING OF PROJECT
MANAGEMENT & CONSULTANCY (PMC)
SERVICES FOR NORTH EAST GAS GRID (NEGG)
PROJECT

Due Date& Time : **02.07.2019 at 14:00 hrs.**

From:

To:

.....	DGM (C&P)
.....	IGGL, 5th Floor, Central Mall, Guwahati-781005
	PHONE: : 9435090936

***(To be pasted on the envelope containing Bid (in case of Manual Tendering)/
Physical documents (in case of e-Tendering))***

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SECTION-II

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

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

A. BID EVALUATION CRITERIA

1.1 TECHNICAL CRITERIA

- i) The bidder should have valid ISO 9001:2008 certification / Latest certification or equivalent established quality management system certification.
- ii) The bidder should have executed / completed in last 10 years to be reckoned from bid due date, atleast one single order as Project Management Consultant (PMC) in Design, Engineering, Procurement, Inspection, Quality Control / Quality Assurance, Construction Supervision of buried Hydrocarbon Steel Pipeline of Diameter and Length as under:

Description	Minimum Diameter	Minimum Length in Kilometer (Km)	
		In one contract	And in a single stretch out of length mentioned in column (b)
	(a)	(b)	(c)
For the entire job (both Phase-I & II) on cumulative basis	12 (Twelve) Inch	500 KM	100 KM

1.2 FINANCIAL CRITERIA

ANNUAL TURNOVER

The minimum Annual Turnover of the Bidder as per their audited financial results in any one of the three preceding financial years shall be as under:

Description	Minimum Annual Turnover (INR)
For the entire job	2206.67 Lakhs

1.3 General

1.3.1 A job executed by a bidder for its own plant / projects cannot be considered as experience for the purpose of meeting 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 tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.

1.3.2 The bidders who are on Holiday list of IOCL / ONGCL / GAIL / OIL / NRL due to “poor performance” or corrupt and frudelent 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.

Further, neither bidder nor their allied agency (ies) are on banning list of IOCL / ONGCL / GAIL / OIL / NRL or Ministry of Petroleum & Natural Gas.

If the tender documents were issued inadvertently / downloaded from website, offers submitted by such bidders shall also be not considered for opening / evaluation / award.

1.3.3 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.

1.3.4 In case, the tenders having the bid closing date upto 30th 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 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate three (03) preceding financial years.

1.3.5 Documents/Documentary Evidence required to be provided by participating bidder along with the un-priced bid to qualify/ meet the requirements of BEC:

BEC Cl. no.	Description	Documents required for qualification
	Documents Required-Technical Criteria	
1.1	Technical criteria	<p>a) ISO 9001:2008 certification / latest certification or equivalent established Quality Management System certification</p> <p>b) Copy of detailed work order along with Schedule of Rates and Completion certificate / Execution certificate issued by end user / Owner.</p> <p>Note:</p> <p>(i) The completion/execution certificates shall have details like work order no. / date, brief scope of work, completion date etc.</p> <p>The experience of the bidder for Project Management Consultancy services as per BEC requirement must be their own and not as a member of joint venture or consortium / parent company / subsidiary partner firm / group firm / back up consultant.</p>
	Documents Required-Financial Criteria	

BEC Cl. no.	Description	Documents required for qualification
1.2	Annual Turn-over	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.

1.3.6 Bids from Consortium Bidders are not acceptable.

B EVALUATION METHODOLOGY

The bids of bidders meeting the above BEC (Technical) shall be evaluated as per the following evaluation criteria:

Sl. No.	Quality Parameter	Max. Marks Assigned
A.	<i>Past experience as per BEC requirement in last 10 years reckoned from the bid due date.</i>	
A.1	1 No. of Contract complying to the requirement.	10
A. 2	Atleast one no. of additional Contract executed meeting the above requirement.	10
B.	<i>Key personnel on permanent payroll of the company since last five years with minimum experience & educational qualification required as per bid document.</i>	
B.1	Project Manager	5
B.2	Engineering Manager	5
B.3	Planning Manager	5
B.4	Contract / Procurement Manager	5
C.	<i>Total strength of Bidder Organization in terms of technically qualified engineering graduate employees on permanent payroll of the company.</i>	
C.1	Atleast 20 nos. in Engineering	15

Sl. No.	Quality Parameter		Max. Marks Assigned
C.2.1	Atleast 4 Nos. in Contracts & Procurement	4 Marks	12
C.2.2	Minimum 4 Nos. in Finance Department	4 Marks	
C.2.3	Minimum 2 Nos in Planning	2 Marks	
C.2.4	Minimum 2 Nos in Cost Estimation Departments	2 Marks	
C.3	Minimum 8 nos. in Inspection & Expediting Department (comprising of Mechanical, Instrumentation & Electrical Engineer etc.)		8
C.4	Minimum 15 Nos in Construction Department (may comprises Mechanical, Instrumentation, Electrical, Civil & Architectural Engineer etc.).		15
C.5	Minimum 5 Nos in Health , Safety & Environment Department		5
D	Marks to be allotted to consultant having office in GUWAHATI		5
Total			100

Bids from all bidders shall be evaluated and points shall be allocated based on the documents submitted by the bidders. Individual points given for each criteria shall be summed up to arrive at the total score/ mark of each bidder. The minimum qualifying mark for the bidders as per above evaluation methodology is **75**.

- (a) Proposals of those bidders who meet (i) the technical BEC and financial BEC (ii) the minimum qualifying mark as above, as per tender stipulations shall be techno-commercially acceptable for opening of priced bids.
- (b) Decision of the owner in this regard shall be final and binding on all.

Documents required for Evaluation Methodology clause:

For Sl. no. A

Bidder shall submit documentary evidence in the form of copy of work order and relevant completion / execution certificate issued by the client in support of above technical bid evaluation criteria duly certified as per requirement below.

For Sl. no. B & C

Bidders shall submit signed copy of Biodata of Key personnel. Further, bidder shall submit an undertaking from their Head of HR Department confirming that the above personnel/ employee are on company pay roll as on bid due date along with PF challans.

For Sl. no. D

Bidder should have an established Office set up in GUWAHATI that is owned / Leased / Rented for the project activities (project manager, engineering team, contracts section etc) who are posted at the office.

Bidders shall submit details of their office setup along with evidence of ownership / Lease / Rent Agreement.

1.4.1 All documents in support of Technical criteria of bid evaluation criteria (BEC) and Evaluation Methodology to be furnished by the bidders shall necessary be Duly certified / attested by Chartered Engineer and notary public with legible stamp:

1.4.2 In support of Financial criteria of Bid Evaluation criteria (BEC) bidder is required to submit “Details of Financial capability of bidder” in prescribed format [Format - 16] duly signed & stamped by a chartered accountant.

Further, a copy of Audited Annual Financial Statements submitted in bid shall be duly certified / attested by notary public with legible stamp.

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

(C) Award Methodology

The “Schedule of Rates” quoted including GST shall be taken up for evaluation and the entire work shall be finalized on least cost basis to owner.

SECTION-III

INSTRUCTION TO **BIDDERS**

(TO BE READ IN CONJUNCTION WITH
BIDDING DATA SHEET (BDS)

SECTION-III

INSTRUCTION TO BIDDERS

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INSTRUCTIONS TO BIDDERS [ITB]
(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (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/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 IGGL/IOCL/ONGC/OIL/GAIL/NRL or Public Sector Project Management Consultant (like EIL, Mecon 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 IGGL or the Ministry of Petroleum and Natural Gas.

If the bidding documents were issued inadvertently/ 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 IGGL by the bidder.

It shall be the sole responsibility of the bidder to inform IGGL in case the bidder is put on ‘Holiday’ by IGGL or Public Sector Project Management Consultant (like EIL, Mecon. 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 and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts 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 IGGL by the bidder.

It shall be the sole responsibility of the bidder to inform IGGL in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount 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 authorised 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.

In case of a Consortium/JV, Power of Attorney issued by Board of Directors/ CEO /Chairman MD / Company Secretary of the Consortium Leader as well as Consortium Member(s) of the Consortium/ partners of JV, in favour of the authorised employee(s) of the Consortium Leader/Lead member of JV, for signing the documents on behalf of the Bidder, in respect of this particular tender, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the Consortium/JV, are 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" (FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET(BDS))

-
- 3.1 Bids from consortium/ JV of two or more members (maximum three including leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Bidding Documents. Participating Consortium/ JV shall submit the Agreement as per the format F-17 clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The EMD shall be submitted by the Bidder (Consortium/ JV).
- 3.2 The Consortium/ JV Agreement must clearly define the leader/ lead partner, who shall be responsible for timely completion of work/ services and shall receive/ send instructions for and on behalf of the consortium during the period the bid is under evaluation as well as during the execution of contract.
- 3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). Such authorization must be accompanied with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.
- 3.4 A consortium/ JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the JV/ Consortium or their respective roles/ scope of work, except if and when required in writing by owner. If during the evaluation of bids, a consortium/JV proposes any alteration/ changes in the orientation of consortium/JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a consortium/JV shall be liable for rejection.
- 3.5 Any member of the consortium/ JV shall not be eligible either in an individual capacity or be a part of any other consortium/JV to participate in this tender. Further, no member of the consortium/ JV shall be on 'Holiday' by IGGL or Public Sector Project Management Consultant (like EIL, Mecon 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. Offer submitted by such consortium/ JV shall not be considered for opening/ evaluation/Award.

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 proposals 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, 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 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 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-9":

- Section-I : Invitation for Bid [IFB]
- 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 IGGL in writing or by fax or email at IGGL's mailing address indicated in the BDS 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. IGGL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. IGGL may respond in writing to the request for clarification. IGGL's response including an explanation of the query, but without identifying the source of the query will be uploaded on IGGL's e-tendering web site [<https://etenders.gov.in>] / communicated to prospective bidders by e-mail/ fax.

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- 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 addenda/ corrigendum.
- 9.2 Any addendum/ 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/ fax. Bidders have to take into account all such addendum/ 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 amendment issued thereof.
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[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and IGGL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in 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) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents, as required in 'Form F-3'
- (e) 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.
- (f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- (g) 'No Deviation Confirmation', as per 'Form F-6'
- (h) 'Bidder's Declaration regarding Bankruptcy', in 'Form F-7'
- (i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
- (j) 'Agreed Terms and Conditions', as per 'Form F-10'
- (k) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-11'
- (l) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (m) Undertaking on the Letter head, as per the Form F-12.
- (n) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (o) EMD in original as per Clause 16 of ITB
- (p) All forms and Formats including Annexures
- (q) 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.
- (r) 'Indemnity Bond' as per 'Form F-21'
- (s) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (t) Additional document specified in Bidding Data Sheet (BDS).
- (u) 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

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- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. 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 sumo 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.
 - vi) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders . If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

11.2 In case the bids are invited under e-tendering system, bidders are requested to refer instructions for participating in E-Tendering enclosed herewith as Annexure-III and the ready reckoner for bidders available in <https://etenders.gov.in>. Bids submitted manually shall be rejected, the bids must be submitted on the E-tendering website (<https://etenders.gov.in>) as follows :-

11.2.1 PART-I: “TECHNO-COMMERCIAL/UN-PRICED BID” comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Bond, copy of Power of Attorney should be uploaded along with 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 or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

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 hereinabove and to uploaded in SOR attachment/Conditions of E-tendering portal digitally signed and stamped on each page. In case of any correction, the bidders shall put his signature and his stamp.

10.3.3 Bidder shall download the Price Schedule / Schedule of Rates (SOR) which is uploaded on website as an excel attachment. Bidder shall submit Price Schedule / Schedule of Rates (SOR) duly filled in and e-signed strictly as per format without altering the content of it. The duly filled Price Schedule / Schedule of Rates (SOR) shall be uploaded by bidder on web site as per e-tendering procedure.

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 ascertaining 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 submit copy of the GST Registration Certificate while submitting the 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 Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, 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 CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of IGGL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from IGGL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of IGGL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.

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 Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case 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 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 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 IGGL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

13.5.1 Owner/IGGL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable Owner/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 IGGL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

13.6.1 Owner/IGGL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (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 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 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 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 IGGL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and 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 IGGL or ITC with respect to such payments is not available to IGGL for any reason which is not attributable to IGGL, then IGGL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by IGGL to Contractor / Supplier.

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- 13.9 Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable IGGL to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

If input tax credit with respect to **GST (CGST & SGST/UTGST or IGST)** is not available to IGGL for any reason which is not attributable to IGGL, then IGGL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such **GST (CGST & SGST/UTGST or IGST UTGST)** thereupon together with all penalties and interest if any, against any amounts paid or payable by IGGL to Supplier of Goods / Services.

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 Supplier of Goods / Services 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 / black listed, then the bids may be rejected by IGGL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then 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 IGGL.

- 13.12 **GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.**

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

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- 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 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 thereto shall be made in writing or by fax/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's Cheque'** [in favour of **IGGL** payable at place mentioned in **BDS**] or **'Bank Guarantee'** or **'Letter of Credit'** strictly as per the format given in form F 4/ F- 4A (as the case may be) of the **Tender Document**. Bidder shall ensure that EMD submitted in the form of **'Bank Guarantee'** or **'Letter of Credit'** should have a validity of at least 'two [02] 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 The EMD is required to protect IGGL against the risk of Bidder's conduct, which would warrant the forfeiture of EMD, pursuant to clause-16.7 of ITB.
- 16.3 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

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- by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead.
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by IGGL as non-responsive.
- 16.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.6 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.
- 16.7 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]",
 - (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.
- 16.8 In case EMD is in the form of 'Bank Guarantee' or 'Letter of Credit', 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.
- 16.9 MSEs (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.

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 and give hands-on e-tendering.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on the e-tendering website (<https://etenders.gov.in>) 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 an Addendum / 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 a 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. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

18.3 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB.

19 ZERO DEVIATION AND REJECTION CRITERIA

19.1 **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. Bidder may note 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. IGGL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. IGGL 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.

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
- (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

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.

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

- 21.1 In case of e-tendering, bids shall be submitted through e-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 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 22.2 In case of manual tendering EMD along with bid must be submitted within the due date & time.
- 22.3 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 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 IGGL's website/E-tender 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, e-tendering system of 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 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 e-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

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 is received by 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 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, 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.

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

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

[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 *Unpriced Bid Opening :*

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 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 both manual tendering and e-tendering. 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.

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 of 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. Errors will be corrected by the Employer 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, the order/LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year.

33 COMPENSATION FOR EXTENDED STAY [FOR APPLICABILITY OF THIS CLAUSE REFER BDS]:-

33.1 In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.

33.2 The bidder is required to specify the rate for ESC on per month basis in the "PRICE PART" of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done of a period of 1/5th of the time schedule or 1 month whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

34 PURCHASE PREFERENCE

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

[F] – AWARD OF CONTRACT

35 AWARD

Subject to "ITB: Clause-29", 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.

“IGGL intent to place the order/contract directly on the address from where Goods are produced/dispatched are 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 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 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. 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", IGGL will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-16"

37 SIGNING OF AGREEMENT

37.1 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 IGGL.

37.2 The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document 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 : NOT APPLICABLE

38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from 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 net worth in excess of Rs 100 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 Further, the bidder can submit CPBG on line through issuing bank to IGGL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by IGGL.

39 PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/COLLUSIVE/ COERCIVE PRACTICES

- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.
- 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 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 aforesaid procedure) from the date of issuance of such order by IGGL, 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 IGGL, such decision of 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, works and services from Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender participating Micro and Small Enterprises quoting price within the 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 enterprise and such micro and small enterprises shall be allowed to supply upto 20% of the 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 20%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

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 lowest 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 MSEs 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 atleast 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.

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, the bidder shall furnish appropriate documentary evidence in this regard.

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 data base of MSEs which are making supplies to CPSUs.

40.4 If against an order placed by IGGL, successful bidder(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 letter head (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 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

43 INCOME TAX & CORPORATE TAX

43.1 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.

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

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

43.4 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

44. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator

under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

45.0 **INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)**

INAM-Pro (Platform for infrastructure and materials providers) is a web based platform for infrastructure provides and materials suppliers and was developed by Ministry of Road Transport and Highways (MoRT&H) with a view to reduce project execution delays on account of supply shortages and inspire greater confidence in contractors to procure cement to start with directly from the manufacturers. Presently, numerous cement companies are registered in the portal and offering cement for sale on the portal with a commitment period of 3 years. These companies have bound themselves by ceiling rates for the entire commitment period, wherein they are allowed to reduce or increase their cement rates any number of times within the ceiling rate, but are not permitted to exceed the said ceiling rate.

MoRT&H is expanding the reach of this web-portal by increasing both the product width as well as the product depth. They are working on incorporating 60 plus product categories. The product range will span from large machineries like Earth Movers and Concrete Mixers, to even the smallest items like road studs. MoRT&H intend to turn it into a portal which services every infrastructure development related need of a modern contractor.

IGGL's contractors may use this innovative platform, wherever applicable. The usage of web – Portal is a completely voluntary exercise. The platform, however, can serve as a benchmark for comparison of offered prices and products.

46 **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

47. **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.

48. **QUARTERLY CLOSURE OF THE CONTRACT [FOR APPLICABILITY OF THIS CLAUSE REFER BDS]:-**

During execution of contracts/orders, various issues may arise. In order to timely detect and to address the contractual issue (s) during the execution of contracts, IGGL has introduced a mechanism of quarterly closure of the contract, under which all the issues related to the contract execution will be monitored on quarterly basis for resolution.

Vendors/Contractors are required to co-operate with EIC for proper implementation of this mechanism for smooth execution of the contract.”

Annexure-I

**PROCEDURE FOR ACTION IN CASE
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES**

A Definitions:

A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”

A.6 ”Appellate Authority” shall mean duly appointed Committee by IGGL.

A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies).

A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

- (a) Whether the management is common;
- (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
- (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

A.9 “Investigating Agency” shall mean any department or unit of IGGL investigating into the conduct of Agency/ party and shall include any other agency set up by the Central or state government having power to investigate.

B Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice

B.1 Irregularities noticed during the evaluation of the bids :

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with IGGL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, during execution of contract, the agency shall be banned for future business with IGGL for a period specified in para B 2.2 below from the date of issue of banning order.

The concerned order (s)/ contract(s) where corrupt/fraudulent/collusive practices is observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Employer whereby the supply/ work/ service

and payment etc. will be suspended. The action shall be initiated for putting the agency on banning.

After conclusion of process, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG)/ Contract Performance Security (CPS) submitted by agency against such order (s)/ contract (s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases.

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/Guarantee Period:

If an agency is found to have indulged in corrupt/fraudulent/collusive/coercive practices, after execution of contract and during DLP/ Warranty/Guarantee Period, the agency shall be banned for future business with IGGL for a period specified in para B 2.2 below from the date of issue of banning order.

Further, the Contract cum Performance Bank Guarantee (CPBG)/Contract Performance Security (CPS) submitted by agency against such order (s)/ contract (s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

If an agency is found to have indulged in corrupt/fraudulent/collusive/coercive practices, after expiry of Defect liability period (DLP)/ Warranty/Guarantee Period, the agency shall be banned for future business with IGGL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

The period of banning of agencies indulged in Corrupt/ Fraudulent/ Collusive/Coercive Practices shall be as under and to be reckoned from the date of banning order:

S. No.	Description	Period of banning from the date of issuance of Banning order
1	<p>Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process.</p> <p>For example, if an agency confirms not being in holiday/ banning list of PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.</p>	02 years
2 2.1	<p>Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices</p> <p>If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning:</p> <p>(v) Repeated once</p> <p>(vi) Repeated twice or more</p>	<p>03 years</p> <p>7 years (in addition to the period already served)</p> <p>15 years (in addition to the period already served)</p>
3	Indulged in unauthorized disposal of materials provided by IGGL	7 years
4	If act of vendor/ contractor is a threat to the National Security	15 years

C Effect of banning on other ongoing contracts/ tenders

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated by IGGL when

- (i) Concerned IGGL Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Concerned IGGL Department based on the input from Investigating agency, forward for specific immediate action against the agency.

-
- (iii) Non performance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from IGGL.

The competent authority to approve the suspension will be same as that for according approval for banning.

D 3 Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:

D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D.3.3 The existing contract (s)/ order (s) under execution shall continue.

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of IGGL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. Such an appeal shall be preferred within one month from the of receipt of banning order.

F.2 Appellate Authority of IGGL would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority of IGGL.

G. Wherever there is contradiction with respect to terms of GCC and ‘Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice’, the provisions of ‘Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice’ shall prevail.

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

1.0 **OBJECTIVE**

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with IGGL in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

2.0 **METHODOLOGY**

i) **Preparation of Performance Rating Data Sheet**

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs. 7 Lakhs and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) **Measurement of Performance**

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

iii) **Initiation of Measures:**

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

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of IGGL.

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

3.0 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

3.1 FOR PROJECTS

i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.

ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.

iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

Sl.No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving

		performance in future
4	VERY GOOD	No further action

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

A) Where Performance rating is “POOR”:

Recommend such defaulting Vendor/ Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/ Supplier/Contractor/ Consultant or Repeated Offence: **Three Years**

Non performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order, such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”:

Recommend for issuance of warning to such defaulting Vendor/
Supplier/Contractor/ Consultant to improve their performance.

3.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

3.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action need to be initiated by C&P:

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:
 - A) Where performance rating is “POOR”

Recommend such defaulting Vendor/Supplier/Contractor/Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iv) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Three Years**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”

Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

4.0 **EXCLUSIONS:**

The following would be excluded from the scope of evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants:

- i) Orders/Contracts below the value of Rs. 7 Lakhs.
- ii) One time Vendor/ Supplier/Contractor/ Consultant.
- iii) Orders for Misc./Administrative items/ Non stock Non valued items.

However, concerned Engineer-in-Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to non performance of Vendors/ Suppliers/Contractors/ Consultants in all such cases.

5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

6.0 EFFECT OF HOLIDAY

- 6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.
- 6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.
- 6.3. Effect on other ongoing tendering:
- 6.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 6.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 6.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party

emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

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

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

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

9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

10. ERRANT BIDDER

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, 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.

11. In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of IGGL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from IGGL to the government exchequer, , then party will be put on holiday for a period of six months after following the due procedure.

IGGL
PERFORMANCE RATING DATA SHEET
(FOR PROJECTS/ CONSULTANCY JOBS)

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

Performance Parameter	Delivery/ Completion Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allotted				

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under :

Sl.	Range (Marks)	Rating	Signature of
-----	---------------	--------	--------------

No.		
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 12 weeks	20
	” 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 16 weeks	20
	” 20 weeks	15
	” 24 weeks	10
More than 24 weeks	0	

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure: 40 marks

i) Rejection/Defects Marks to be allocated on 10 marks
prorata basis for acceptable

	quantity as compared to total quantity for normal cases
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature 0 marks - Moderate nature 5 marks - low severe nature 10-25 marks
iii) Number of deviations	1. No deviation 5 marks 2. No. of deviations ≤ 2 2 marks 3. No. of deviations > 2 0 marks

1.3 RELIABILITY PERFORMANCE

20 Marks

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

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

Annexure-2

**IGGL
PERFORMANCE RATING DATA SHEET
(FOR O&M)**

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

Completion date

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

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40

Delay upto 4 weeks	35
” 8 weeks	30
” 10 weeks	25
” 12 weeks	20
” 16 weeks	15
More than 16 weeks	0

b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 16 weeks	20
	” 20 weeks	15
	” 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure: 40 marks

i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 marks 2 marks 0 marks

1.3 RELIABILITY PERFORMANCE 20 Marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

Annexure-III

**ADDENDUM TO INSTRUCTIONS TO BIDDERS
(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)**

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

<https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>

ANNEXURE-IV

BIDDING DATA SHEET (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/PMC/06-19-1				
1.1	The Employer/Owner is: IGGL				
2.1	The name of the Works/Services to be performed is: PROJECT MANAGEMENT & CONSULTANCY (PMC) SERVICES FOR NORTH EAST GAS GRID (NEGG) PROJECT				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"><tbody><tr><td style="text-align: center;">APPLICABLE</td><td style="text-align: center;"><input type="checkbox"/></td></tr><tr><td style="text-align: center;">NOT APPLICABLE</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr></tbody></table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is:				

	<p>Attention: <u>Indranil Neog, Deputy General Manager (C & P)</u> Street Address: Indradhanush Gas Grid Limited(IGGL) 5th Floor,Central Mall, G S Road, Christian Basti Guwahati- 781005 Country: INDIA Email: indranil.neog@iggl.co.in</p> <p>2)Name : Mr. Udayan Das, Designation: Chief Manager (C&P) Street Address: Indradhanush Gas Grid Limited(IGGL) 5th Floor,Central Mall, G S Road, Christian Basti Guwahati- 781005 Country: INDIA E-mail: udayan.das@iggl.co.in</p>
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C. PREPARATION OF BIDS					
ITB clause	Description				
12 & 13	<p style="color: red;">Whether IGGL will be able to avail input tax credit in the instant tender</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>				
NO	<input checked="" type="checkbox"/>				
14	The currency of the Bid shall be INR				
15	The bid validity period shall be <u>Three (03) Months</u> from final 'Bid Due Date'.				
16.1	<p>In case 'Earnest Money / Bid Security' is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of IGGL, payable at _____</p> <p style="text-align: center;">NOT APPLICABLE</p>				
D. SUBMISSION AND OPENING OF BIDS					
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 E-Tender No. of this bidding process is: IGGL-100002				
22.3 and 4.0	For <u>bid submission purposes</u> only (Manual) or the submission of				

of IFB	<p>physical document as per clause no. 4.0 of IFB, the Owner's address is :</p> <p>Attention: <u>Indranil Neog, Deputy General Manager (C & P)</u> Street Address: Indradhanush Gas Grid Limited(IGGL) 5th Floor,Central Mall, G S Road, Christian Basti Guwahati- 781005 Country: INDIA</p>				
26	<p>The bid opening shall take place at:</p> <p>Street Address: Indradhanush Gas Grid Limited(IGGL) 5th Floor,Central Mall, G S Road, Christian Basti Guwahati- 781005 Country: INDIA</p> <p>Date: <u>27.06.2019</u></p>				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
32	Evaluation Methodology is mentioned in Section-II.				
33	<p>Compensation for Extended Stay:</p> <table border="1" data-bbox="448 1406 1110 1570"> <tr> <td data-bbox="448 1406 783 1487">APPLICABLE</td> <td data-bbox="783 1406 1110 1487" style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="448 1487 783 1570">NOT APPLICABLE</td> <td data-bbox="783 1487 1110 1570" style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	<p>State of which stamp paper is required for Contract Agreement:</p> <p style="text-align: center;">_____ASSAM_____</p>				
38	Contract Performance Security/ Security Deposit				

	<table border="1"> <tr> <td>APPLICABLE</td> <td><input type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
40	<p>Whether tendered item is non-split able or not-divisible :</p> <table border="1"> <tr> <td>YES</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>NO</td> <td><input type="checkbox"/></td> </tr> </table>	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>				
NO	<input type="checkbox"/>				
41	<p>Provision of AHR Item :</p> <table border="1"> <tr> <td>APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="checkbox"/></td> </tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
49	<p>Quarterly Closure of Contract</p> <table border="1"> <tr> <td>APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="checkbox"/></td> </tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
Clause no. 27.3 of GCC	<p>Bonus for Early Completion:</p> <table border="1"> <tr> <td>APPLICABLE</td> <td><input type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
50	<p>Applicability of provisions relating to Startups:</p> <table border="1"> <tr> <td>APPLICABLE</td> <td><input type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				

SECTION-III

GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT

ARTICLE 3.1: DEFINITIONS AND INTERPRETATIONS

In this Document, as hereunder defined, the following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

AGREEMENT means the agreement concluded on non-judicial stamp paper between IGGL and Consultant for Services as per this Bid document.

IGGL/OWNER shall mean IGGL

IGGL'S REPRESENTATIVE means the person appointed or authorized from time to time by IGGL for execution of the contract.

CONSULTANT'S REPRESENTATIVE means the person appointed from time to time by CONSULTANT for execution of the Contract.

ENGINEER-IN-CHARGE/EXECUTIVE-IN-CHARGE shall mean the person designated from time to time by the IGGL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

SIGN OFF means a recorded statement for completion of a milestone/major activity by Consultant as envisaged in this document and accepted by IGGL.

CONTRACT shall mean Letter of Acceptance and all attached exhibits and document referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

SERVICES mean the duties to be performed and the services to be rendered by Consultant according to the terms and conditions of the Contract.

HEADINGS the headings appearing herein are for convenience only and shall not be taken in consideration in the interpretation or construction of the Contract.

SINGULAR AND PLURAL WORDS importing the singular only also include the plural and vice-versa where the context requires.

ARTICLE 3.2: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTNT

3.2.1 Consultant shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said Project work.

Consultant shall in all professional matters act as a faithful advisor to IGGL, and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services for which it is engaged.

Consultant, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.

Consultant shall prepare and submit documents /reports etc. in due time and in accordance with the Tender Conditions.

- 3.2.2 Consultant will maintain for the performance of the Contract, personnel as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without written approval of IGGL.

ARTICLE 3.3: IGGL'S REPRESENTATIVE

- 3.3.1 IGGL shall nominate its Representative(s) who shall be entitled to act on behalf of IGGL with respect to any decision it is empowered to make. The bill / invoice of Consultant will be certified for payment by such representatives.

ARTICLE 3.4: CONSULTANT'S REPRESENTATIVE

- 3.4.1 Consultant shall nominate a qualified and experienced person as its Representative who will be the contact person between IGGL and Consultant for the performance of the Contract. This nomination shall be done within ten (10) days after the coming into force of the Contract. Consultant shall notify IGGL in writing prior to the appointment of a new representative. Consultant's Representative may be replaced only with IGGL's consent after getting approved his CV's from IGGL.

IGGL shall be at liberty to object to any nomination and to require Consultant to remove Consultant's representative for good causes. Consultant shall replace immediately such person by competent substitute at no extra cost to IGGL.

- 3.4.2 Consultant's Representative shall be entitled to act on behalf of Consultant with respect to any decisions to be made under the Contract.

ARTICLE 3.5: PAYMENT TERMS

- 3.5.1 IGGL shall pay for the services rendered as per stipulation in the tender through E-Banking only (through ICICI Bank, HDFC Bank or State Bank of India). All Bank charges of consultant's Bankers shall be to the consultant's account.

3.5.2 Consultant will invoice IGGL according to the terms and conditions provided in the tender.

3.5.3 Payment terms will be as follows:

3.5.3.1 **For all consultancy jobs for preparation of reports**, payment terms will be as follows:

- 60 % on submission & acceptance of Draft report.

Where outsourcing will be required, payment will be released on the basis of Milestones achieved within 60% such as submission of report for market survey, etc. The payment for such milestones will be restricted to actual payment made to outsourced agency/ies subject to 40% within 60% limit.

- 40% on submission & acceptance of final report.

Where EMP/EIA/RRA is involved, the 40% payment will be divided as follows:-

- 20% on submission and acceptance of final DFR/Report
- 20% on submission and acceptance of EMP/EIA/RRA

If acceptance is not conveyed within 30 days, it will be presumed to be accepted.

3.5.3.2 **For Acquisition/Due diligence consultancy cases**; the payment terms will be as follows:

Stages Payment		(%age of lump sum price)
a)	On submission and acceptance of draft report	40%
b)	On submission and acceptance of Final report by IGGL	20%
c)	On formulation and submission of Bid	15%
d)	On negotiations, deal finalization and deal execution	25%

If acceptance is not conveyed within 30 days, it will be presumed to be accepted.

IGGL reserves the right to enter into the next Stage or terminate the contract at the completion of the previous Stage as indicated above and submission of all the deliverables pertaining to the Stage completed. In such case the payment to the Consultant shall be restricted to payments payable for the Stage completed as indicated above.

3.5.3.3 **FOR PMC JOBS/ PROJECT QUALITY CONSULTANTS**, payment terms shall be as follows:

-	On completion of Milestones against each activity of Project as identified in the scope of work progressively based on Fortnightly invoices	95%
-	After close out of Project on completion of job in all respects	5%

3.5.3.4 For Back-up Consultants for Project Monitoring and for Third Party Inspection Services, payment will be based on Man-day Rate (per diem)

3.5.4 In case of disputes concerning invoice(s), IGGL shall return said invoice(s) to Consultant within fifteen (15) days from its/their receipt specifying in writing the reasons for its / their rejection.

- IGGL shall pay the undisputed amount of the invoice(s) according to Article - 3.5.3 hereof.
- The disputed amount, if any, shall be paid after mutual settlement between IGGL and Consultant.
- Total or partial rejection of the invoice(s) shall not release Consultant from any of its obligations under the Contract.

ARTICLE 3.6: PERFORMANCE GUARANTEE

3.6.1 Consultant shall submit to IGGL an unconditional, irrevocable and on first demand guarantee 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, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The value of Contract Performance Guarantee shall be 5% of contract value for the due performance of the Contract. The Contract Performance Guarantee shall be valid as per Special Conditions of Contract. The format of performance guarantee is annexed hereto. All expenses incurred in obtaining of such guarantee shall be borne by Consultant.

3.6.2 In case of extension of completion period, Consultant shall be required to extend the performance guarantee for an appropriate period of time as per contractual requirements.

ARTICLE 3.7: CONFIDENTIALITY

3.7.1 Consultant/IGGL shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by IGGL/Consultant without the prior written consent of the latter.

3.7.2 Consultant further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided however that Consultant shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

ARTICLE 3.8: TAXES AND DUTIES

3.8.1 Consultant shall pay any and all taxes including GST etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes.

3.8.2 Statutory variation in GST, if any, within the contractual completion period shall be borne by IGGL. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.

3.8.3 Consultant will not claim from IGGL any taxes paid by him.

3.8.4 IGGL shall deduct Income tax at source at applicable rates.

ARTICLE 3.9: RESOLUTION OF DISPUTES / ARBITRATION

3.9.1 IGGL and Consultant shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.

3.9.2 All disputes, controversies, or claims between the parties (except in matters where the decision of the Executive/Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator.

IGGL shall suggest a panel of three independent and distinguished persons to the other party (Consultant) to select any one among them to act as the sole Arbitrator.

In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of sole Arbitrator by the other party shall stand forfeited and IGGL shall have discretion to proceed with the appointment of the sole Arbitrator. The decision of the IGGL on the appointment of Sole Arbitrator shall be final and binding on the parties.

The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the PARTIES. The arbitration proceeding shall be in English language and the venue shall be at Guwahati, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there-under shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Guwahati (India).

- 3.9.3 Consultant may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

ARTICLE 3.10: LEGAL CONSTRUCTION

- 3.10.1 Subject to the provisions of this Article, the Contract shall be, in all respects, constructed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated at Guwahati.

ARTICLE 3.11: SUSPENSION OF THE PREFORMANCE OF DUTIES AND SERVICES

- 3.11.1 IGGL may suspend in whole or in part – the performance of services of Consultants any time upon giving not less than fifteen (15) days notice.
- 3.11.2 Upon notice of suspension, Consultant shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.
- 3.11.3 Upon suspension of the performance of services, Consultant shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.

-
- 3.11.4 By fifteen days prior notice, IGGL may request Consultant to resume the performance of the services, without any additional cost to IGGL.
- 3.11.5 In case of suspension of work by consultant on IGGL's request for more than 10 days, demobilization and remobilization charges will be paid to consultant as per Schedule of Rates.
- 3.11.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 3.16 hereunder.

ARTICLE 3.12: PRICE REDUCTION SCHEDULE (PRS)

- 3.12.1 In case Consultant fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 3.19 hereinafter or due to IGGL's default, there will be a reduction in contract price @ ½% for each week of delay or part thereof subject to maximum of 5% of contract price.
- 3.12.2 IGGL may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to Consultant from its obligations and liabilities under the contract or by recovery against the Performance Bank Guarantee. Both Consultant and IGGL agree that the above percentage of price reduction are genuine pre-estimates of the loss/damage which IGGL would have suffered on account of delay/ breach on the part of Consultant and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of IGGL in the matter of applicability of price reduction shall be final and binding.

ARTICLE 3.13: ASSIGNMENT

- 3.13.1 Consultant shall not have the right to assign or transfer the benefit and obligations of the contract or any part thereof to the third party without the prior express approval in writing of IGGL which it shall do at its discretion. However, in event of that all legal/contractual obligations shall be binding on Consultant only.

ARTICLE 3.14: INDUSTRIAL AND INTELLECTUAL PROPERTY

- 3.14.1 In order to perform the services, Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep IGGL harmless and indemnify IGGL from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.

3.14.2 All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to IGGL will be property of IGGL.

3.14.3 Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by IGGL for carrying out of any services with any third parties.

3.14.4 Consultant shall not without the prior written consent of IGGL be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

ARTICLE 3.15: LIABILITIES

3.15.1 Without prejudice to any express provision in the contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.

3.15.2 Consultant shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract.

3.15.3 The amount of liability will be limited to 10% of the contract value.

ARTICLE 3.16: TERMINATION OF CONTRACT

3.16.1 Termination for Default

IGGL reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of CONTRACT, by giving one month notice if Consultant fails to perform any obligation(s) under the CONTRACT and if Consultant, does not cure his failure within a period of 30 days (or such longer period as IGGL may authorize in writing) after receipt of the default notice from IGGL.

3.16.2 Termination for Insolvency

IGGL may at any time terminate the CONTRACT by giving written notice without compensation to Consultant, if Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to IGGL.

3.16.3 Termination for convenience

IGGL may by written notice sent to consultant, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by IGGL till the date upon which such termination becomes effective.

ARTICLE 3.17: MODIFICATION

Any modification of or addition to the contract shall not be binding unless made in writing and agreed by both the parties.

ARTICLE 3.18: CONTRACT/AGREEMENT

The notification of award along with agreement on non judicial stamp paper of appropriate value of as per pro-forma within 10 days from the date of receipt of FOA, the cost of stamp paper is to be borne by Consultant, and its enclosures shall constitute the contract between the parties and supersedes all other prior agreements, arrangements and communications, whether oral or written, between the parties relating to the subject matter hereof.

ARTICLE 3.19: FORCE MAJEURE

Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by Consultant.

CONSULTANT shall advise IGGL by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, IGGL reserves the right to cancel the Contract and the provisions governing termination stated under Article 3.16 shall apply.

For delays arising out of Force Majeure, Consultant shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither IGGL nor Consultant shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

Consultant shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, Consultant or the IGGL shall not be liable for delays in performing their obligations under this order and the completion dates will be extended to Consultant without being subject to price reduction for delayed completion, as stated elsewhere.

ARTICLE – 3.20: RECTIFICATION PERIOD

All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract.

No deviation from such conditions shall be made without IGGL’S agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Consultant pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by IGGL) are guaranteed to be of the best quality of their respective kinds.

Consultant shall rectify at his own cost any mistake in assumption of any data in the study or use of wrong data or faulty study observed within twelve months of the acceptance of his report and will submit the rectified report incorporating the changes wherever applicable within 30 days of observance of mistake.

ARTICLE – 3.21: SUB CONTRACT

Any sub contract to be made by the CONSULTANT relating to the services shall be made only to such extent and with such duly qualified specialists and entities as shall be approved in writing in advance by IGGL. Upon the request of IGGL, the consultant shall submit for IGGL’s prior approval, the terms of reference or any amendment thereof for such sub contractor’s SERVICES. Notwithstanding such approval, the consultant shall remain fully responsible for the performance of services under the CONTRACT.

ARTICLE – 3.22: NOTICES

3.22.1 Any notice given by one party to the other pursuant to the CONTRACT shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.

3.22.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

ARTICLE – 3.23: ACQUISITION OF DATA

If required, CONSULTANT shall be responsible for carrying out any surveys and acquisition of all data from necessary sources. IGGL, if requested in writing by CONSULTANT, may assist the consultant in the said acquisition by way of issue of recommendatory letters only. All requisite clearances, coordination, fees, charges, etc. and compliance to the local laws required for completion of the job shall be the responsibility of the CONSULTANT.

SECTION-IV

FORMS & FORMAT

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-4A	PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITIONS
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F-15	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-17	FORMAT FOR CONSORTIUM/JV AGREEMENT

F-18	BIDDER'S QUERIES FOR PRE BID MEETING
F-19	E-BANKING FORMAT
F-20	INDEMNITY BOND

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/PROJ/PMC/06-19-1(E-TENDER NO. IGGL-100002)

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full	City: District: State:

	names and current addresses of all the partners of the firm.	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 of address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	
14	Banker's Name	

15	Branch	
16	Bank account number	
17	PAN No.	[Enclose copy of PAN Card]
18	GST No. (refer sl. no. 8 above)	[Enclose copy of GST Certificate]
19	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
20	ESI code No.	[Enclose copy of relevant document]
21	Whether Micro/Small/Medium Enterprise	(Bidder to submit documents as specified in ITB)
22	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).

Note: * *IGGL intends to place the order/contract directly on the address from where Goods are produced/dispached are 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*

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

F-2
BID FORM

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/PROJ/PMC/06-19-1(E-TENDER NO. IGGL-100002)

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of "_____ including "Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and in conformity with the said Bid Documents, including Addenda / Corrigenda Nos. _____.

We confirm that this Bid is valid for a period as specified in BDS from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" equal to "_____ of the Contract Price" or as mentioned in Tender Document for the due performance within "thirty [30] days" of such Award.

Until a final Agreement/Letter of Award is prepared and executed, the tender document (including addenda/ corrigenda) together with the "Notification of Award" shall constitute a binding Agreement between us.

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intend of the Bidding Documents shall be deemed to be mentioned in Bidding Documents unless otherwise specifically excluded and we confirm to perform for fulfillment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-3
LIST OF ENCLOSURES

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/PROJ/PMC/06-19-1(E-TENDER NO. IGGL-100002)

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-16
3. Document showing Financial Situation Information as sought in enclosed format F-16
4. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
5. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Clause 4 of ITB.
6. Bid Security/EMD*
7. Integrity Pact*
8. Power of Attorney*
9. Duly certified document from chartered engineer and or chartered accountant.

Note:

* In case of e-bidding the bidder has the option to submit specified documents in physical form on/before the bid due date or within seven days from the bid opening date. However, scanned copy of these (same) documents must be submitted on-line as part of e-bid before the bid due date/time.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

FORMAT F-4
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 IGGL

TENDER NO: IGGL/GHY/C&P/PROJ/PMC/06-19-1(E-TENDER NO. IGGL-100002)

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 IGGL (India) Ltd., the amount _____ without any reservation, protest, demur and recourse. Any such demand made by 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 up to _____ [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 _____ 20__ at _____.

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. The non-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 along with the Bank's E-mail / Fax / 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 net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.

F-4A
PROFORMA OF "LETTER OF CREDIT"
FOR "EARNEST MONEY / BID SECURITY"

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/PROJ/PMC/06-19-1(E-TENDER NO. IGGL-100002)

Irrevocable and confirmed Letter of Credit No. Amount: Rs.

Validity of this Irrevocable: (in India)
Letter of Credit (2 months beyond validity of Offer)

Dear Sir,

1. You are here by authorized to draw on (Name of Applicant/Bidder with full address) for a sum not exceeding available by your demand letter (draft) on them at sight drawn for Rs. accompanied by a certificate by IGGL, with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):
 - (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to IGGL during the period of bid validity or any extension thereof duly agreed by the Bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/Contract
 - (b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of Bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.
 - (iv) The Bidder defaults w.r.t. any terms & conditions of Tender Document which call for forfeiture of Earnest Money Deposit (EMD).

-
2. This Irrevocable Letter of Credit has been established towards EMD/Bid Security against Tender No for (Name of Tender Document)
 3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
 4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.
 5. Please obtain reimbursement as under:
 6. All foreign as well as Indian bank charges will be on the account of M/s. (Applicant/Bidder)

FOR

Authorized Signature
(Original Bank)

Counter Signature

F-5
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 IGGL

Date:

TENDER NO: IGGL/GHY/C&P/PROJ/PMC/06-19-1(E-TENDER NO. IGGL-100002)

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:
Fax:
E-mail: @

[2] Name & Designation _____ Signature _____
Phone/Cell:
Fax:
E-mail: @

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

Place:
Date:

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

Note: This "Letter of Authority" should be on the "**letterhead**" 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 IGGL.

F-6
"NO DEVIATION" CONFIRMATION

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/PROJ/PMC/06-19-1(E-TENDER NO. IGGL-100002)

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

E-7
DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION,
COURT RECEIVERSHIP

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/PROJ/PMC/06-19-1(E-TENDER NO. IGGL-100002)

Dear Sir,

We hereby confirm that we are not on 'Holiday' by IGGL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of IGGL or the Ministry of Petroleum and Natural Gas.

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

In case it comes to the notice of IGGL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to IGGL by us.

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

F-8
CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/PROJ/PMC/06-19-1(E-TENDER NO. IGGL-100002)

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for “
_____”, the following Certificate shall be automatically enforceable:

"We agree and acknowledge that the Employer is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer 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 all actions 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."

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-9
PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT
PERFORMANCE SECURITY / SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s IGGL

Dear Sir(s),

M/s. _____
having registered office at _____ (herein after called the
“contractor/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 IGGL having registered office at
122 A, G S ROAD, CHRISTIAN BASTI, GUWAHATI, ASSAM (herein after called
the “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 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 IGGL we shall on first demand pay without
demur, contest, protest and/ or without any recourse to the contractor to IGGL in
such manner as 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 what so ever 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 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 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 fails to perform the supply/work fully, the bank hereby

agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by 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 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 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 IGGL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Guwahati.
7. 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.
8. 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 Guwahati.
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-10
AGREED TERMS & CONDITIONS

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/PROJ/PMC/06-19-1(E-TENDER NO. IGGL-100002)

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.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable GST (CGST & SGST/ UTGST or IGST)	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: IGGL:.....% Bidder:.....%
4.2	Service Accounting Codes (SAC)/ Harmonized System	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	of Nomenclature (HSN)	
4.3	We hereby confirm that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB	
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Security will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Security 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 guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 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.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details :	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.	
15.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ IGGL or his relative is not a partner.	
16.	All correspondence must be in ENGLISH language only.	
17.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
18.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
19.	Confirm 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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-11

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/fax to concerned executive in IGGL issued the tender, by filling up the Format)

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/PROJ/PMC/06-19-1(E-TENDER NO. IGGL-100002)

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 :

Fax 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-12
UNDERTAKING ON LETTERHEAD

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/PROJ/PMC/06-19-1(E-TENDER NO. IGGL-100002)

Dear Sir

We hereby confirm that “The contents of this Tender Document No. _____ have not been modified or altered by M/s.(Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by M/s.....(Name of the bidder) shall be liable for rejection”.

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

F-13
BIDDER'S EXPERIENCE

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/PROJ/PMC/06-19-1(E-TENDER NO. IGGL-100002)

Sl. No	Description of the Services	LOA /WO No. and date	Full Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Postal & Name of address	Value of Contract/ Order (<i>Specify Currency Amount</i>)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)		(6)	(7)	(8)	(9)	(10)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-14
CHECK LIST

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 along with their offer. This, however, does not 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	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of maual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings		

vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment as per SCC are enclosed		
Viii	Confirm submission of document alongwith unpriced bid as per bid requirement.		X
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		X
7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

F-15

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

(To be provided on Bank's letter head)

Date:

To,
M/s. 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 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 ONLY WHERE FINANCIAL CRITERIA OF BEC IS APPLICABLE)

F-16

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:	

****Refer Instructions***

Note: 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]

Name of Audit Firm:
Chartered Accountant/CPA
Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership No.:

(TO BE INCLUDED ONLY WHERE CONSORTIUM/JV ARE ALLOWED)

F-17
FORMAT FOR CONSORTIUM/JV AGREEMENT
(ON NON- JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

CONSORTIUM/JV AGREEMENT

This Consortium/JV Agreement executed on this Day of Between M/s, a company incorporated under the law of and having its registered/principal office at..... (herein after called the ‘‘Member-I’/ ‘Lead Member’ which expression shall include its successors, executors and permitted assigns) and M/s, a company incorporated under the laws of, and having its registered/principal office at (herein after called the ‘Member – II’/ ‘Second Member’ which expression shall include its successors, executors and permitted assigns) ‘and M/s, a company incorporated under the laws of, and having its registered/principal office at (herein after called the ‘Member – III’/ ‘Third Member’ which expression shall include its successors, executors and permitted assigns), for the purpose of making a bid and entering into a contract (in case of award) in response to bid document no..... for the work of
(Name of Project) of M/s (herein after called the ‘Owner’).

WHEREAS, the Owner invited bids vide its bid document no. for the work of

AND WHEREAS as per tender documents, Consortium/JV entities will also be considered by the Owner provided they meet the specific requirements in that regard. As a pre-condition of bidding documents, the Consortium/JV bidder shall provide in its bid a Consortium/JV Agreement in an acceptable format in which the Members to the Consortium/JV are jointly and severally liable to the Owner to bind themselves to the bid conditions accept the contract award, if selected and perform all the contractual obligations thereto.

AND WHEREAS the bid is being submitted to the Owner vide our proposal dated based on the Consortium/JV Agreement being these presents and the bid with its bid forms and submission documents, in accordance with the requirement of tender conditions and requirements have been signed by both the Members and submitted to the Owner.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the Members to this Consortium/JV do hereby now agree as follows:

1. We the Members in the Consortium/JV hereby confirm that the name and style of the Consortium/JV shall be Consortium/JV.
2. In consideration of the bid submission by us to the Owner and the award of Contract by the Owner to the Consortium/JV (if selected by the Owner), we the Members to the Consortium/JV, hereby agree that the Member-I (M/s.....) shall act as the lead Member for self, and for and on behalf of Member-II/ Member-III and further declare and confirm that we shall jointly and severally be bound unto the Owner for execution of the contract in accordance with the contract terms and shall jointly and severally be liable to the Owner to perform all contractual obligations including technical guarantees. Further, the lead Member is authorized to incur liabilities and receive instructions for and on behalf of any or both Members of the Consortium/JV and the entire execution of the Contract.
3. In case of any breach of the said Contract by any of the Members of the CONSORTIUM/JV, we hereby agree to be fully responsible for the successful execution/performance of the Contract in accordance with the terms of the Contract.
4. Further, if the Owner suffered any loss or damage on account of any breach of the Contract or any shortfall in the completed equipment/plant, meeting the guaranteed performance parameters as per the technical specifications/ contract documents, the Second & Third Member of these presents undertakes to promptly make good such loss or damage caused to the Owner, on the Owner's demand without any demure. It shall neither be necessary nor obligatory on the part of the Owner to proceed against the Lead Member to these presents before proceeding against the Second & Third Member.
5. The financial liability of the Member (s) to this Consortium/JV Agreement, to the Owner with respect to the any or all claims arising out of the performance or non-performance of the Contract shall, however be not limited in any way so as to restrict or limit the liabilities of either of the Member.
6. Division of responsibilities of Scope of work among different Consortium/JV members is as per **APPENDIX I (Responsibility Matrix)** to this Consortium/JV Agreement.

-
7. It is expressly understood and agreed between the Members to this agreement that the responsibilities and obligations of each of the Members shall be as delineated in ‘**APPENDIX I**’ to this agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of the joint and several responsibilities of the Members under the Contract.
 8. This Consortium/JV Agreement shall be governed, construed and interpreted in accordance with Laws of India courts of Guwahati shall have exclusive jurisdiction in all matters arising thereunder.
 9. In case of award of contract, we the Member s to this Consortium/JV Agreement do hereby agree that we shall furnish the contract performance guarantee in favour of the Owner from a bank acceptable / approved by the Owner for a value as stipulated in the Contract Award and such guarantee shall be in the names of Consortium/JV.
 10. It is further agreed that this CONSORTIUM/JV Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the Owner discharges the same. It shall be effective date first above mentioned for all purposes and intents.
 11. In case bid submitted by Joint Venture, the details of equity partnership and assets of the JV shall be attached as a separate annexure to this agreement.
 12. This agreement remains in force till the end of Defects Liability Period.

IN WITNESS WHEREOF, the Members to this Consortium/JV agreement have, through their respective authorized representatives, have executed these presents and affixed their hands and common seal of their respective companies on the day, month and year first abovementioned.

1. Seal of
M/s.
has been affixed in my/our presence
pursuant to Board Resolution dated
.....
Signature
Designation

For M/s. (..... Member
.....
(Signature of authorised Representative)

Name:

Designation:

1. Seal of
M/s.
has been affixed in my/our presence
pursuant to Board Resolution dated
.....
Signature
Designation

For M/s. (..... Member-II
.....
(Signature of authorised Representative)

Name:

Designation:

1. Seal of
M/s.
has been affixed in my/our presence
pursuant to Board Resolution dated
.....

For M/s. (..... Member-III
.....
(Signature of authorised Representative)

Name:

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BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/PROJ/PMC/06-19-1 (E –TENDER NO. IGGL-100002)

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	IGGL'S REPLY
	SEC. NO.	Page No.	Clause No.	Subject		

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

F-19

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 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 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)

F-21
INDEMNITY BOND

WHEREAS Indradhanush Gas Grid Ltd. (hereinafter referred to as “IGGL”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at 122A, G. S. ROAD, CHRISTIAN BASTI, GUWAHATI-781005 has entered into a contract with M/s*..... (hereinafter referred to as the “Contractor”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *..... and on the terms and conditions as set out, inter-alia in the [*mention the work order/LOA/Tender No.*]and various documents forming part thereof, hereinafter collectively referred to as the ‘CONTRACT’ which expression shall include all amendments, modifications and / or variations thereto.

IGGL has also advised the Contractor to execute an Indemnity Bond in general in favour of IGGL indemnifying IGGL and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) /vendor(s)/ subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of IGGL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified IGGL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against IGGL under or in relation to this contract. The Contractor undertakes to compensate and pay to IGGL and/or any of its employees, Directors including Independent Directors, forth with on demand without any protest the amount claimed by IGGL for itself and for and on behalf of its employees, Directors including Independent Directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with IGGL that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of IGGL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which IGGL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.
- (ii) This Indemnity shall not be discharged/revoked by any change/ modification/amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor’s firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all

claims for payment of IGGL are settled by the Contractor and/or IGGL discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

SIGNED BY :

For [*Consultant*]

Authorised Representative

Place:

Dated:

Witnesses:

- 1.
- 2

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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	Is there any Help document available for e-Tender.	Yes. Refer Annexure III to Instructions to Bidders of Tender Document and FAQs as available on IGGL E-Tender portal.
6.0	Are there are 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.

SECTION-VA

SCOPE OF WORK

❖	Scope of Project	Part – 1
❖	<p>Scope of Work</p> <p>1.0 Introduction</p> <p>2.0 General Scope</p> <p>3.0 Engineering</p> <p style="padding-left: 20px;">3.1 Process Design</p> <p style="padding-left: 20px;">3.2 Pipeline / Piping</p> <p style="padding-left: 20px;">3.3 Compressor package</p> <p style="padding-left: 20px;">3.4 Electrical</p> <p style="padding-left: 20px;">3.5 Mechanical</p> <p style="padding-left: 20px;">3.6 Telecom</p> <p style="padding-left: 20px;">3.7 Instrumentation</p> <p style="padding-left: 20px;">3.8 General Civil</p> <p style="padding-left: 20px;">3.9 Architectural</p> <p style="padding-left: 20px;">3.10 Structural</p> <p style="padding-left: 20px;">3.11 Survey</p> <p style="padding-left: 20px;">3.12 SCADA / APPS</p> <p style="padding-left: 20px;">3.13 Safety</p> <p>4.0 Procurement Services</p> <p style="padding-left: 20px;">4.1 Purchase</p> <p style="padding-left: 20px;">4.2 Manufacturing, Inspection & Expediting</p> <p style="padding-left: 20px;">4.3 Customs clearance and transportation</p>	Part – 2

<p>4.4 Contracting</p> <p>4.5 Cost Engineering</p> <p>5.0 Construction</p> <p>5.1 Construction Management</p> <p>5.2 Stores and Materials Management</p> <p>5.3 As-built documents</p> <p>6.0 Project Management & Control</p> <p>6.1 Planning and scheduling</p> <p>6.2 Project Management</p> <p>6.3 Project Monitoring and control</p> <p>7.0 Commissioning, Startup and Performance Tests</p> <p>8.0 Project Documents / Completion / Close-out Report</p> <p>9.0 Consultant Manpower</p> <p>10.0 Project Execution Methodology</p> <p>10.1 Methodology</p> <p>10.2 Procurement / work packaging</p> <p>10.3 Execution Plan</p> <p>10.4 Quality Assurance</p>	
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	<p>10.5 Design standards</p> <p>11.0 Exclusions from Consultant's scope</p> <p>12.0 Addition, Reduction in scope and Re-tendering</p> <p>13.0 Other Conditions</p> <p>14.0 Key Result Areas and recoveries</p>	
❖	Health, Safety & Environment Policy	Part – 3
❖	PMC Deliverables	Part – 4
❖	Time Schedule	Part – 5
❖	Annexure	Part – 6
❖	Annexure-1 : Cost Estimate Forms	
❖	Annexure-2 : Format for Capitalization	
❖	Annexure-3 : Format of Bio-Data	

PART: 1

SCOPE OF PROJECT

1.1 Introduction

Brief project details:

IGGL has been entrusted with the responsibility to execute cross country natural gas pipeline connecting all states of the North East and Sikkim. The natural gas pipeline grid in North East would connect Guwahati to capital cities / major cities of North East states like Itanagar, Dimapur, Kohima, Imphal, Aizawl, Agartala, Shillong, Silchar, Gangtok and Numaligarh. The grid would be connected with upcoming Barauni-Guwahati natural gas pipeline as a part of Urja- Ganga scheme. The grid would also connect to sustainable and viable indigenous gas sources in North-East. The pipeline grid has been designed with flexibility for gas injection in either direction.

1.2 Salient details of tentative Pipeline sections in the route segment proposed as under.

a) Guwahati-Numaligarh-Dimapur	: 525 km
b) Branch Pipeline to Itanagar	: 20 km
c) Guwahati-Shillong-Silchar-Agartala	: 437 km
d) Branch Pipeline to Aizawl ex-Panisagar	: 111 km
e) Dimapur-Kohima-Imphal	: 230 km
f) Siliguri-Gangtok	: 130 km
<hr/>	
Total mainline length	: 1453 km
Total length of Spur lines	: 33 km
Total length of Source lines	: 170 km
Total Pipeline Length	: 1656 km

1.2.1 Basic inputs / assumptions for hydraulic simulation of Pipeline is as under:

1.2.1.1 Design Capacity: 4.75 mmscmd

1.2.1.2 Design Pressure: 90 bar (91.77 kg/cm²-g)

1.2.1.3 Residual Gas Pressure at Guwahati from BGPL: 30 kg/cm²

1.2.1.4 Delivery pressure for NRL Refinery at Numaligarh: 35 kg/cm²

1.2.1.5 Minimum Pressure at Receipt terminals in grid : 20 kg/cm²

1.6.0 PROJECT DESCRIPTION

1.6.1 This section deals with various features of the project viz. pipeline sizing, pipeline route, system configuration, facilities required, cathodic protection, telecommunication & tele-supervisory system etc.

1.6.2 Summary of various stations envisaged (but not limited to) in the proposed North East Gas Grid are as under:

Sl. No.	Type of Station	Nos.	Location
1	Dispatch terminal-1 cum Compressor station and MCS	1	Baihata (Guwahati)
2	Dispatch Terminal-2	1	Guwahati
3	Dispatch Terminal-3	9	Source ONGC field
4	Receipt Terminals (RT) with / without Tap off.	12	Itanagar, Numaligarh (2 Nos.), Dimapur, Kohima, Imphal, Shillong, Silchar, Aizawl, Agartala, Gangtok, NEEPCO near Agartala
5	Remote work station	7	Itanagar, Dimapur, Imphal, Shillong, Aizawl, Agartala, Gangtok
6	T Point station	4	Siliguri, Gohpur, Dergaon (Jorhat), Shillong, Panisagar
7	Sectionalizing Valves (SV) with/without Tap off (Option-II)	82	Along the route
A	Remotely operated	59	
B	Hand operated	23	

Following two phases are to be designed and executed initially under this PMC contract:

Phase I: Sections with plain agricultural terrain. The route passes through various road / railway crossings, water bodies, and rivers including mighty Brahmaputra.

- Guwahati- Numaligarh with branch line to Itanagar & Spur line to Numaligarh
- Numaligarh / Dergaon (Jorhat) - Dimapur section and 5 feeder lines from ONGC fields

Phase II: Sections in hilly terrain. This route also passes through various road / railway crossings, water bodies and rivers including the Barak.

- a. Guwahati- Shillong- Silchar -Panisagar and Banaskandi feeder line
- b. Panisagar-Agartala and feeder lines (2 No.) and spur line to NEEPCO
- c. Panisagar-Aizawl branch line

BASIC DESIGN

1.7.0 The Basic Laws, Codes, Rules and Standards that are mandatory by law in India shall be applied. Pipelines and associated facilities envisaged shall be designed and engineered primarily in accordance with the provisions of PNGRB (Technical Standards & Specifications including Safety Standards for Natural Gas Pipelines) Regulations, 2009 (T4S) and its Amendments till date.

- (i) Design parameters of main pipeline shall be as per the DFR and / or as per further instruction / communication from IGGL. Provision may have to be made available for laying an Optical Fibre Cable along the Pipeline route at a safe distance from Pipeline in the common trench.

PART: 2

CONSULTANT'S SCOPE OF WORK

1.0 INTRODUCTION

The Project Management Consultant (PMC) is being awarded for executing the project right from Design to Commissioning & project close out on total and single point responsibility basis. This section is to be read in conjunction with part I (Scope of Project). The Resident Construction Manager (RCM) from PMC will be the **"Engineer-in-charge (EIC)"** for the said Project. The scope of work of the PMC is broadly defined under the following heads but not limited to:

- i) Design & Detail Engineering.
- ii) Planning & Scheduling
- iii) Tendering & Ordering including Purchase of all equipment and materials, Customs Clearance and Transportation of materials / equipments to site etc. The consultant has to follow IGGL's C&P Procedure for all purchases. It may be noted that e-procurement practices required to be followed by the PMC as and when the same is implemented by IGGL.
- iv) Inspection / Expediting of equipment / Materials being manufactured by vendors including contractors supplied items.
- v) Management of Construction Stores, Stores Accounting in IGGL's system and assistance for capitalization of the project.
- vi) Construction Management & Supervision
- vii) Project Commissioning.
- viii) Project Cost Control, Management & Monitoring.
- ix) Risk Management of the project along with the detailed Risk analysis (Qualitative as well as Quantitative). The Risk Management Plan (RMP) & Disaster Management Plan (DMP) is also to be prepared by the consultant.
- x) Health & Safety Management
- xi) Project closeout
- xii) Certification and forwarding the supplier's / contractor's bills to IGGL within the stipulated time.

The consultant will work with the aim to complete the Project on or before the schedule, within the stipulated cost and shall follow all relevant & applicable international / national codes and standards. The Detail scope of work of the consultant is outlined below. However, the list is not exclusive and limited. The consultant shall also be required to do the works not envisaged herein and specifically mentioned below, but otherwise required as a consultant for overall completion of the project, within the quoted price / awarded value of work to PMC.

2.0 GENERAL SCOPE (following are the broad scope, but not limited to these)

- i. Review and Revalidate (if required) of Basic Engineering Design, P&ID along with documentation and Tender document of Line pipe, Main line Valves and Composite works for laying of Pipeline & associated facilities including relevant documentation etc. which shall be provided by IGGL.
- ii. Review the existing DFR inputs including technical & commercial aspects like technology, line sizing, pipeline configuration, costs etc.
- iii. Revalidation / review of the DFR cost at various stages of project execution.
- iv. Basic Engineering & Hydraulic STUDY (Review / Revalidate /fresh).
- v. Preparation of drawings, Material Requisitions and Project Document Index.
- vi. Carryout all necessary calculations and conduct all appropriate design procedure and analysis, as required, to optimize the sizing and selection of the equipment and specification of materials.
- vii. Identify all the interface points / battery limits and incorporate them on relevant drawings and documents.
- viii. The consultant shall provide necessary technical assistance for obtaining various statutory permissions from statutory authorities like MOEF (Ministry of Environment & Forest), SPCB (State Pollution Control Board), Forest authorities, Railways, Irrigation, NHIDCL, National / State highways, CCOE (Chief Controller of Explosives), Director of Factories, TRAI etc. as required for the project.
- ix. Prepare overall design basis.
- x. Preparation of Material Take-offs (MTO), Material Requisition (MR),
- xi. Preparation of item wise cost estimate for each Material Requisition and tenders.
- xii. Checklist while forwarding recommendations to be followed.
- xiii. Preparation of tender documents, invite bids, evaluation of un-priced and price bids, recommendation for award of job as per IGGL's C&P procedure, assistance during negotiations if situation arises.
- xiv. Preparation of letter of intent, work orders / purchase orders, contract documents / agreements, purchase requisition (PR).
- xv. Review and approval of design / drawings / documents submitted by vendors / contractors / suppliers.
- xvi. Quality Assurance and Quality control
- xvii. Review and approval of 'As Built Documents / Drawings'.
- xviii. Construction supervision including certification of contractor's bills.
- xix. Necessary assistance in lodging of Insurance claims and realization of the same: It shall be the PMC's responsibility to carry all the technical assistance for lodging of insurance claims and realization of these claims from the insurance agencies. However taking of insurance policies and payment of its premium would be in scope of either Vendor or Contractor or IGGL.
- xx. During construction, maintaining with due justifications all records of RoU obstruction / hindrances and intimation thereof from time to time.
- xxi. **Performance of Vendors/ Contractors**
 - (a) Carry out the vendor performance evaluation of vendors/contractors

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- (b) Along the order/contract closing statements, the consultant shall provide performance evaluation report of all the vendors/ contractors. The format for the same shall be provided to the PMC.

3.0 ENGINEERING

3.1 PROCESS DESIGN

This will comprise of but not limited to the following and delivered to IGGL both in hard and soft forms:

- i. Process Design Basis including Process Description, Operation & Control Philosophy
- ii. Equipment process data sheets
- iii. Equipment list
- iv. Process flow diagrams
- v. Piping and Instrumentation Diagrams (P&IDs), HAZOP, QRA studies etc.
- vi. Instrument list and data sheets
- vii. Utilities requirement and their specifications
- viii. Piping material specifications
- ix. Line schedule
- x. Process description
- xi. Operation and control philosophy

3.2 Pipeline / Piping (Specification for all pipeline laying / civil / mechanical and related works).

- i. Preparation of Design basis
- ii. Completion of alignment sheets and other construction drawings including those for crossings along the pipeline route.
- iii. Prepare specifications for line pipe, line materials, terminal materials.
- iv. Prepare tender specifications for line pipe coating and transportation, terminals & pipeline laying, HDD crossings.
- v. Prepare equipment layouts.
- vi. Prepare General Arrangement Drawings.
- vii. Seismic analysis (through NIT / IIT, cost for which to be reimbursed by IGGL).
- viii. Perform pipeline stress analysis to determine the system flexibility.
- ix. Carryout piping stress and flexibility analysis for the station piping.
- x. Prepare material requisitions and purchase requisitions.
- xi. Carryout technical evaluation of bids.

-
- xii. Review vendor / contractors documents.
 - xiii. Prepare all the pipeline / piping drawings required for construction.

3.3 Compressor Package

- i. Process Design Basis including Process Description, Operation & Control Philosophy, Electrical & instrumentation and safety system.
- ii. Equipment process data sheets
- iii. Equipment list
- iv. Process flow diagrams
- v. Piping and Instrumentation Diagrams (P&IDs), HAZOP, QRA studies etc.
- vi. Electrical Load requirement
- vii. Utilities requirement and their specifications
- viii. Prepare tender specifications for procurement of Compressor package covering mechanical piping & fittings, Electrical & Instrumentation and associated facilities. The compressor package should be explored with more eco-friendly and cost effective in long run from maintenance aspects.

3.4 Electrical

- i. Prepare design basis
- ii. Prepare electrical load details for dispatch / receiving terminals / intermediate tap-off and CP (Cathodic Protection)/ SV (Sectionalizing Valve) / Intermediate pigging stations.
- iii. Carryout comparative study for various types of power sources at SV / CP stations.
- iv. Review soil resistivity reports prepared by the contractors.
- v. Prepare specifications for cathodic protection system (both TCP & PCP) and Internal Corrosion Monitoring System.
- vi. Prepare data sheets and material take-off.
- vii. Prepare material requisitions and purchase requisitions.
- viii. Carryout technical evaluation of bids.
- ix. Prepare tender specifications for electrical and CP works.
- x. Review vendor / contractors documents.
- xi. Prepare the electrical drawings for construction.
- xii. Prepare hazardous area classification drawing.

3.5 Mechanical

- (i) Mechanical Design Basis

-
- (ii) Prepare equipment data sheets and material take-off.
 - (iii) Prepare material requisitions and purchase requisitions.
 - (iv) Carryout technical evaluation of bids.
 - (v) Prepare tender specifications for mechanical works.
 - (vi) Review vendor/ contractors documents.
 - (vii) Layout, General Arrangement Drawings and design of various piping various stations like IP/SV/ Despatch / Receipt stations,
 - (viii) Data sheets for all accessories / spares related to items / works detailed in the tender documents.
 - (ix) Detailed technical specifications for all mechanical related items.

3.6 Telecom

- (i) Prepare design basis including requirement of existing and proposed telecom system based on site visit, if required.
- (ii) Prepare MRs / Technical specification etc.
- (iii) Carryout technical evaluation of bids
- (iv) Review vendor /contractors document.
- (v) Prepare Telecom / SCADA interface drawings / document.
- (vi) LDS (Leak Detection System) / PIDS as per OISD standards & PNGRB regulation.
- (vii) Standby communication System as per OISD standards.
- (viii) OFC (Optical Fiber Cable) for communication, SCADA etc with an extra dark fiber with a view for business purpose.
- (ix) Review and approve all engineering and FAT documents.
- (x) Prepare FAT/SAT procedure
- (xi) Carry out Factory Acceptance testing.
- (xii) Trail Run of the system.

3.7 Instrumentation

- (i) Review P&IDs and control philosophy for SCADA compatibility and APPS requirement
- (ii) Review instrumentation and Metering system, civil works, composite tenders, electrical, CP and telecom systems to ensure that SCADA and APPS requirements are met.
- (iii) Prepare design basis.
- (iv) Finalize instrument data sheets and prepare material take-off.
- (v) Prepare matching Instrumentation and SCADA philosophy.
- (vi) Prepare system specifications, material requisitions and purchase Requisitions.
- (vii) Carryout technical evaluation of bids.
- (viii) Prepare FAT and SAT test plans and procedure documents.

-
- (ix) Prepare the drawings required for construction.
 - (x) Provide assistance during integration and commissioning of SCADA/ APCS System.
 - (xi) Prepare Instrumentation & SCADA interface drawings/ documents.

3.8 General Civil

- (i) Prepare the design basis including requirements for firefighting and safety aspects.
- (ii) Prepare plot plans for dispatch / receiving terminals, SVs/CP stations.
- (iii) Prepare area drawings.
- (iv) Prepare material requisitions and purchase requisitions.
- (v) Prepare material take-off.
- (vi) Carry out technical evaluation of bids.
- (vii) Prepare tender specifications for topographical surveys and general civil works.
- (viii) Review vendor/contractors documents.
- (ix) Prepare & issue drawings required for construction including foundation drawings
- (x) All Civil works related with Intermediate Pigging stations (IP)/ Cathodic Protection Stations (CP), Dispatch / Receiving stations and Sectionalizing Valve Stations (SV). All the civil construction works related to IP/ CP/ SV / dispatch/ receipt stations are to be included by the PMC in the work package of composite pipeline laying contract.

3.9 Architecture

- (i) Prepare architectural drawings for sub-station, control room, administrative building etc.
- (ii) Prepare material take-off.
- (iii) Prepare tender specifications.
- (iv) Overall plot plan of the SV/ IP/ CP/ Dispatch /Receipt Stations.
- (v) Architectural drawings for various buildings at CP / IP / SV / Dispatch / Receipt stations
- (vi) Site grading plan and layout of roads/storm water disposal/sewage disposal at above locations,
- (vii) Fire-fighting facilities at dispatch / receipt stations and other locations,
- (viii) Detailed technical specifications for equipment foundations, roads, drains, compounds wall etc.
- (ix) MTO and MR for all items.

3.10 Structural

- (i) Prepare design basis.
- (ii) Prepare layout drawings for buildings.

-
- (iii) Prepare material take-off.
 - (iv) Prepare specifications for structural works.
 - (v) Prepare drawings required for construction.

3.11 Survey (Soil Investigation, Geo-Technical, Hydrological Survey)

- (i) Prepare tender specifications & documents for above survey works.
- (ii) Carryout technical evaluation of bids.
- (iii) Provide all supervision during surveys.
- (iv) Inspection of soil investigations/ survey reports.
- (v) Supervision services for topographic surveys of SV/ CP/ IP stations, tap-off, dispatch / receipt terminals.

3.12 SCADA / APPS:

- (i) Prepare design basis.
- (ii) Prepare MRs / Technical specification, Drawings. Instrumentation Adequacy report for APPS
- (iii) Invitation of Bids.
- (iv) Carryout technical evaluation of bids.
- (v) Review and approve of all engineering/ FAT documents.
- (vi) Carryout SCADA / APPS Project Management activities.
- (vii) Carry out Factory Acceptance testing.

3.13 SAFETY :

- (i) PMC will be responsible for carrying out the Hazop study during detail engineering, construction & commissioning and ensure that all design changes required to be incorporated like Online Gas Detection system, Closed Circuit Television, Fire Detection System, Emergency Exit Gate during construction have been taken care.
- (ii) Details also enclosed at Part-3, to be referred.

4 PROCUREMENT SERVICES

4.1 Purchase

The PMC will be responsible for preparing all the Tender documents for all the Purchase and Work Orders. The tendering will be done as per IGGL's Contracts and Procurement Procedure" and Notification / guidelines being issued by Ministry, Government of India, Central Vigilance Commission etc. from time to time. The envisaged activities include:

- (i) To ensure timely (within schedule) the tendering & ordering process, the embedded C&P and Finance team shall be associated with the project manager / team at PMC office.
- (ii) Preparing and floating tender inquiries (in newspapers, IGGL website, PMC website, Government of India web sites etc.) as per the latest guide lines including formulation of Bid evaluation criteria. Bid Evaluation Criteria (BEC) or any change in BEC should have approval from IGGL (for tenders beyond POA to PMC). All tenders are required to be published on IGGL / PMC and Government of India web sites.
- (iii) Issue ICB / domestic enquiries to the bidders.
- (iv) Prepare Cost estimates for all purchases / contracts in line with DFR estimates. Prepare Cost estimates for all purchases along with basis of estimates in the desired format and the supporting documents (if required by IGGL) to be submitted to IGGL at least two days prior to opening of price bid.
- (v) Carry out techno- commercial evaluation of bids and prepare the purchase recommendation in line with IGGL procedures. Approval to be obtained from IGGL before price bid opening.
- (vi) Consultant shall make efforts for getting maximum number of techno-commercial valid offers (at least 3) for all material requisitions / tenders to ensure proper competition. However, for exceptional cases where this is not possible consultant will provide appropriate reasoning / justification for not ensuring the same.
- (vii) Approval of shortlisted vendors.
- (viii) Approval of Fund Release from IGGL for the award of the Contract at tender stage.
- (ix) Prepare draft Purchase Order / Work Order for issuance by IGGL,
- (x) Prepare purchase status reports and Monitor procurement progress
- (xi) Approval of supplier Drawings / Designs in time,
- (xii) Ensuring proper transportation, logistics and material management..
- (xiii) Master Vendor List.: A master vendor list is to be prepared for supply of all materials and equipments, contracts. This list will be based on consultant's experience with

-
- Indian and worldwide vendors. Efforts will be made to include as many Indian vendors as possible. Vendors on **holiday** list of ONGCL / IOCL / GAIL / OIL / NRL / Consultant during tendering will not be considered.
- (xiv) Warranties and Guarantees: PMC shall obtain from the vendors / suppliers, the best possible warranties and guarantees covering workmanship and materials for the benefit of the owner and will take all steps to ensure that such warranties and guarantees are enforced (same shall be within the framework of IGGL's C&P procedure. The PMC shall be completely responsible for all warranties / guarantees related to the design & engineering being done by them. PMC shall ensure min 10 years guarantee for OEM spares.
- (xv) Enquiries: The PMC shall assign a central procurement team to manage and conduct the purchase of all equipments and materials. Enquiry activities shall be controlled by the consultant. Consultant shall be responsible for issuing enquiries to those vendors on approved vendor lists, expediting receipt of quotations, evaluating the bids and submitting recommendations to owner for approval. While the enquiries are floated by PMC, it will be the responsibility of the PMC to incorporate Material Code against each item.
- (xvi) Press Advertisement fee would be reimbursed to the PMC including service tax and Proceeds of tender fees shall be forwarded to the owner by the PMC.
- (xvii) Reasons for cost variation between estimated cost submitted with recommendation for price bid opening and Order value.
- (xviii) The cycle time for completion of each intermittent activity for pre-ordering/ post-ordering will be maintained so as to achieve timely completion of the project as per targeted completion schedule. However timelines specified at Clause no. 14.0 of this section will be followed by the PMC. The same will be highlighted in the Execution Plan to be submitted by PMC.
- (xix) Custom clearance and transportation of materials/ equipments is included in scope of the PMC. IGGL shall pay the customs duty. However the clearing, forwarding & transportation of the materials / equipments shall be carried out through IGGL's / GAIL's approved / engaged agency and costs of same shall be reimbursed by IGGL as per actual.
- (xx) Third Party Inspection (TPI) report for material / equipment to be supplied by the vendor shall be required. A separate inspection agency/PMC may be deployed by IGGL for inspection on random sampling basis.
- (xxi) Material / Purchase Requisitions (MR / PR) are to be processed manually and through ERP (SAP) on implementation of the same in IGGL. Necessary authorization and access would be provided to the PMC personnel.
- (xxii) Consultant will prepare MR in such way that surplus generation is minimum. Milestone for this will become payable if the surplus generation, as part of the total procurement is 3% or less. PMC shall be responsible for any surplus inventory / slow moving inventory. Further, PMC has to take care of tax benefits / EPCG benefits if any which may accrue to IGGL at the time of procurement of material / services.
- (xxiii) PMC shall submit the bills to IGGL duly signed jointly by Contractor / Vendor and PMC.
- (xxiv) The consultant shall forward the bills to IGGL, duly certified for payment, within the stipulated time of receipt.

4.2 Manufacturing, Inspection & Expediting

- (i) Granting approval to all drawings / documents submitted by vendor for start & during manufacturing within 2 (Two) weeks of the submission of document by vendor / contractor. The PMC should expedite submission of required drawings, QAP, procedure etc. by vendors in order to expedite the procurement of materials.
- (ii) Prepare inspection and expediting procedure.
- (iii) Establish vendors manufacturing and delivery schedules.
- (iv) Expedite vendors for timely action on sub-contracted items.
- (v) Qualify and approve vendor's procedures in time for manufacturing.
- (vi) Carryout Material identification and marking.
- (vii) Carryout inspection of all items directly Purchased by IGGL / PMC. Carry out Inspection of bought out items of contractor supply, as specified elsewhere in the tender.
- (viii) Carry out Inspection of items proposed to be used from IGGL surplus stores.
- (ix) Ensure that items procured by contractors are acceptable as per PO specifications and standards.
- (x) Carryout inspection of the items procured through the contractors by professionals of concerned discipline / system.
- (xi) Witness performance / acceptance tests as applicable.
- (xii) The PMC should ensure the compliance of the requirements of 3.2 certification.
- (xiii) Carryout expediting the deliveries of materials / equipments.
- (xiv) Prepare periodic inspection and expediting reports.
- (xv) The following shall be applicable for Inspection:
 - a) Stage inspection will be carried out selectively based on purchase requisition.
 - b)** For critical / major items final test including hydro tests, FAT etc. shall be witnessed and certified. However, for components, non-critical / minor equipments and bulk materials acceptance will be on the basis of review of relevant test certificates / actual inspection as decided by the inspector in consultation with IGGL (Critical / major items may include Line pipes, sectionalizing valves, Metering system etc).
 - c) For IGGL, the Consultant is wholly and fully responsible for all inspection during manufacturing and construction for which the consultant may issue necessary certificates as deemed fit.

PMC shall certify FAT and SAT of various procurement items besides witnessing the same.

All activities pertaining to Inspection at vendors & contractors works sites shall be the complete responsibility of the PMC. PMC is required to issue final "Inspection Release Note" after inspection. The Inspection and test plans for material and construction site activities shall be developed by the PMC and got approved from the Owner. The

PMC, if so desires, may arrange for contracting of inspection services pertaining to vendor supply items, contracted works at sites (including pipe coating) to owner approved, competent agencies.

- (xvi) **Pipe Mill audit:-** The PMC shall inspect / audit the pipe mill's capability, from where the line pipes are proposed to be manufactured, by actually inspecting the manufacturing of at least 10 numbers of API spec 5L PSL2 quality line pipes (With an average length of 12 meter each) in a manner similar to normal continuous production to be demonstrated in the first attempt by the proposed pipe manufacturing mill. IGGL may also like to join the audit if desired by IGGL.
- (xvii) PMC to deploy pipe manufacturing coordinator at respective mills in order to have better liasoning, effective control & co-ordination and for logistic support.
- (xviii) PMC to generate and submit a daily progress report showing the line pipe manufacturing / coating and receipt / dispatch status from all the mills.

4.3 Custom clearance and transportation

Custom clearance and transportation of materials / equipment are included in scope of the PMC. Consultant shall ensure the benefits of custom duty exemption as per prevailing Statute/ Act on imports of materials / equipments. IGGL shall pay the customs duty as per the provisions/Custom Act/or any other prevalent statutory provisions. However the clearing, forwarding & transportation of the materials/ equipments shall be carried out through IGGL / GAIL approved / engaged agency and costs of same shall be reimbursed by IGGL as per actual.

All the formalities related to Registration of the Project with Customs and its reconciliation of all the imported items shall also be in the scope of PMC.

4.4 CONTRACTING

- (i) Prepare Bidder Evaluation Criteria (BEC) & list of contractors for various works duly approved by IGGL.
- (ii) Cost estimates in the desired format shall be submitted to IGGL at least 2 days before the date of opening of price bid along with necessary supporting documents.

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- (iii) Prepare Tender documents for all works.
 - (iv) Release of NIT for publication / Issue Enquiries to the contractors. All enquiries are to be published in the websites of IGGL / PMC.
 - (v) Carryout technical and commercial evaluation of bids and prepare recommendation.
 - (vi) Approval of shortlisted vendor by IGGL.
 - (vii) Approval of Fund earmarked for the activity.
 - (viii) Prepare FOI / Work Order.
 - (ix) Prepare contract documents.
 - (x) Prepare tendering status report.
 - (xi) The consultant shall follow IGGL's C&P procedure, GCC, ITB etc. for all Contracts. (Consultant before submitting the bid, if desire to study the C&P procedure, General Conditions of Contract –GCC & Instruction to Bidders-ITB can refer the copy of same at IGGL office.

4.5 COST ENGINEERING

- (i) Prepare periodic cost status reports (monthly).
- (ii) Prepare MR and detail cost estimates for bid comparison purposes
- (iii) Preparation of accurate estimates in time (based on past data / CPWD basis / Market rate Analysis) for procurement items and works is an important activity in Cost Engineering. Owner lays strong emphasis on accuracy of cost estimates and price difference beyond (+/-) 10% shall call for analysis. In case of deviation between cost estimates & L1 price bid being more than (+/-) 10% not backed by justifiable reasons and not beyond the control of PMC shall be treated as deficiency of services by PMC.
- (iv) In case of the deviation between cost estimate provided by the PMC at the time of bid submission and the actual L1 price being more than (+/-), 10% then recovery shall be effected from the PMC's payment as below:

Let the actual awarded cost of a particular package = x

Let the total awarded cost of all the packages in the project = X

Therefore recovery for a package, where the cost estimate deviation is more than (+/-) 10% deviation is given by:

$$(x / X) * (2\% \text{ of awarded PMC cost})$$

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

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- (vi) Format for reporting cost estimates is placed at Part-6 (Annexure-1)

5.0 CONSTRUCTION

5.1 CONSTRUCTION MANAGEMENT

- (i) Generally the methodology for deciding the number of spreads being followed for projects of this magnitude and size is

Pipeline length = X in Kms

Number of Spreads = $X / 100$ (rounded off)

For timely completion there can be more than one opening / sub sections in each spread. Based on the above, PMC would be required to deploy sufficient resources as per the construction schedule. Due to exigent project requirement the number of spreads may go up to more than one, for which PMC is required to deploy the additional site construction manpower within their quoted price.

- (ii) Providing specialized guidance and assistance for development of construction methodology for all construction activities including review and approval of construction procedures and methodology.
- (iii) Review contractor's resources and schedules.
- (iv) Mobilize adequate manpower for each spread as agreed by IGGL to carryout the construction supervision activities.
- (v) Supervision during the surveys and soil investigations when carried out by the contractor(s). Carryout construction supervision activities based on the approved construction drawings.
- (vi) Carryout progress measurement, scrutiny, works certification of contractor's bills for payments (including final bills and settlement of all dues of vendor/contractor).
- (vii) Deviations, extra items, AHR items, time extension etc of the contractors are to be analyzed and forward the recommendations within 15 days of occurrence for approval of IGGL.
- (viii) Coordinate with contractors / IGGL.
- (ix) Carryout stores management including handing over to IGGL the left over construction surplus materials along with their Inspection Certificates and final drawings and documents. Consultant shall be responsible for proper maintenance and upkeep of the materials. Recovery shall be levied for loss or shortage of materials.
- (x) Carryout contract management.
- (xi) Prepare monthly / weekly progress status reports.
- (xii) Carryout QA / QC during construction. Consultant shall use its construction management procedure (CMP) and review all the QA / QC formats submitted by the

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- execution contractors in order to maintain required quality during construction period.
- (xiii) Necessary technical assistance for settlement of extra claims raised by the contractors / vendors and arbitration cases shall be provided by the consultant till a period of 24 (twenty four) months after the completion of the project at no extra cost to IGGL. Consultant shall give recommendations on extra claims raised by the contractors / vendors. Final acceptance / settlement will be taken care of by IGGL. The validity of the PBG of the PMC shall be ensured accordingly.
 - (xiv) The consultant shall forward bills duly certified for payment to IGGL within 7 working days from date of receipt.
 - (xv) In addition to above, PMC shall do all activities to do Construction Management efficiently.
 - (xvi) As regard deployment of Construction Manpower by PMC is concerned, the minimum number of manpower to be deployed is as per IGGL agreed manpower deployment for each spread. PMC shall submit the details of each man power such as date of joining, time sheet of each manpower deployed, leave, travel etc. to IGGL.
 - (xvii) Primarily IGGL shall provide Camp facilities, Site offices and conveyance facilities to the PMC construction personnel at construction sites. In case IGGL fails to provide these facilities, the same shall be arranged by the PMC and the actual expenditure shall be reimbursed by IGGL on submission of documentary proof of the expenditure by PMC.

5.2 **STORES & MATERIAL MANAGEMENT**

PMC shall be fully responsible for materials management for goods / material purchased from various suppliers. PMC shall keep proper custody of goods and report losses / damages / shortages, if any, to the owner immediately upon noticing the same.

The stores are proposed to be located at convenient location near construction sites. The scope of material management services to be provided by the Consultant shall include, but not limited to:

- (a) Receive equipment / materials from suppliers and certify their invoices for payment,
- (b) Inspect the condition of goods received and issue Goods Receipt Voucher,
- (c) Maintain a record and submit report every 15 days, indicating the stores in stock, material in transit, material issued to contractors and balance material to be received as per PO's issued,
- (d) Issue material for construction to contractors and prepare Stores Issue Vouchers,
- (e) Receive unused material returned by the contractors and prepare Material Return Note,
- (f) Prepare reconciliation statements to enable owner to check and take over balance stores, along with requisite inspection certificates/ documents etc.
- (g) Materials management is to be done manually and in the software (i.e. SAP, Tally etc.) used by IGGL.

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- (h) Allocating the material code from material code database in SAP / IGGL intranet prior to placement of Purchase order, which should be mentioned in bill of material of PO.
 - (i) Entry of Purchase Requisition and Purchase Order in the software used by IGGL.
 - (j) Preparation of GRV's (Goods Receipt Voucher) in real time on receipt of material at site store.
 - (k) MTN (Material Transfer Note) – in / out on usage of material from existing inventory in IGGL on real time basis.
 - (l) Handover of project surplus materials to IGGL.
 - (m) The location and hiring of stores premises (for other than line pipes and coated pipes) shall be done by PMC. However the monthly rentals shall be paid by IGGL. The requisite services (loading, unloading, security etc.) shall be contracted for by the PMC, payments for the same to be made by IGGL. The said stores shall be managed by the PMC. Stores locations may be rented from Central Ware house Corporation, owner's existing stores- wherever convenient. *Stores Infrastructure viz.* Furniture, PCs, peripherals, communication facilities including internet, e-mail, telephones etc, would be provided / reimbursed by IGGL.
 - (n) *Usage of Surplus:* Consultant need to identify and use maximum quantity of materials those can be used in the project from surplus stock of various IGGL stores. These surplus materials may be free issue or contractor scope materials. Management of material movement to and from other stores for the project is to be done manually or in software being used by IGGL. PMC shall be responsible for any surplus / slow moving inventory.

5.3 **AS-BUILT DRAWINGS**

- (i) Follow up with vendors and contractors for as-built drawings / documents in required software and hardcopy format, review / approve the same and forward to IGGL.
- (ii) All project related documents for future reference and records will be handed over to IGGL as per standard international practice. Submission of final documents shall be under the following heads:
 - a) As built drawings
 - b) Detail operating manual
 - c) Separately highlighting recommendations of the EIA, Hazop Study & Risk Analysis covering Qualitative / Quantitative risks and Risk Management Plan (RMP) & Disaster Management Plan (DMP) etc.
 - d) Problems faced during the project execution and mitigation measures taken and reasons for future.

6.0 **PROJECT MANAGEMENT AND CONTROL**

6.1 **PLANNING AND SCHEDULING**

The PMC will be completely responsible for preparing project plans and schedule in line with the Overall Project Schedule Provided by the client. This will include the preparation and submission of:

a.	Work Breakdown Structure incorporating
i.	Assist IGGL in Documentation required for Statutory Permissions / NOCs from various authorities for Crossing Permissions, NOC from State Pollution Control Boards, CCOE Clearance, MOE&F Clearance, any other permission required for project execution.
ii.	Engineering (Detail Engineering & Process Design Basis)
iii.	Tendering
iv.	Ordering
v.	Manufacturing
vi.	Inspection & Expediting
vii.	Delivery
viii.	Construction
ix.	Commissioning
b.	Project Network Diagrams, Pert/Gnat Chart, I-J list
c.	Project Activity List, Milestones incorporating the Early Start, Early Finish, Late Start & Late Finish Dates, Total Float, Free Float against each activity
d.	Project Overall Percentage Schedule: Monthly Breakups, and Cumulative Breakups
e.	Percentage Schedule Monthly Breakups for each element / discipline of WBS
f.	Project Cost Estimate for each purchase and work order
g.	Project Financial Commitment Schedule in accordance with the envisaged / actual dates for order placement. Approval for fund earmarked on tendering stage.
h.	Project Planned Cash Out Flow in accordance to the envisaged / actual dates of delivery / construction
i.	PMC Organogram for Project Office & Construction Site Office

j.	PMC Manpower Deployment Schedule (Month wise)
k.	Project Communication / Coordination Plan (Client & PMC interaction model)
l.	Inspection Schedule and Plan
m.	Submission of Monthly Reports as per the requirement of Ministry Monitoring Cell (MMC) incorporating the above details (a. to h.)

The weightages to be followed for overall project scheduling and physical progress monitoring is as under:

	Items	Weightage
i.	Engineering (Process Design, Basis, Assistance for Statutory Provisions/NOC/Detailed Engineering etc.)	8
ii.	Planning & Schedule	2
iii.	Tending	10
iv.	Ordering	12
v.	Inspection, Expediting, Manufacturing & Delivery	25
vi.	Detailed Engineering during Construction & Commissioning	38
vii.	Project Close-out	5
	Total	100

Following to be strictly noted:

Prepare monthly progress reports for the project and provide all assistance to IGGL for preparing reports required by Ministry Monitoring cell & MOSPI. The project shall be monitored by PNGRB, MOPNG (Ministry of Petroleum & Natural Gas) through Ministry Monitoring Cell (MMC) & MOSPI. Strict adherence to submission of all documents, reports, presentations, queries from Ministry needs to be prepared and submitted on time. For successful and timely implementation, the consultant shall adhere to the following but not limited to:

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- a) The consultant shall prepare the project overall project schedule as per the IGGL's approval and also as per the internal schedule which will be decided during the project kick-off meeting.
 - b) The project schedule (network diagram and IJ list) will be prepared for items listed as (a) above and submit to IGGL within one week of kick-off meeting. This shall also include the activity list, list of milestones, work-breakdown structure (WBS) etc. Preparation of all these documents in Primavera / SAP PS module / other software is required. The consultant shall also prepare the financial month wise cash flow diagram, apart from the monthly apart from the monthly physical progress schedule as per internal and board approved schedule.
 - (i) Prepare various status reports, e.g. Pre- Order, Post - Order, Material Expediting, Construction etc.
 - (ii) Prepare project close out report, including performance report of vendors/ contractors.
 - (iii) Apart from the above deliverables of the consultant, the consultant will be required to submit other documents in the form of reports, as deemed necessary for successful and timely project implementation.

6.2 PROJECT MANAGEMENT

The PMC will be completely responsible for the entire Project Management wherein they will be required to work in close coordination with IGGL Project team. For efficient and timely completion of the project the PMC will be required to:

- i. Establish Communication Procedures in Concurrence with IGGL
- ii. Establish Procedures for various activities to be performed for various WBS elements viz. Tendering, Ordering, Manufacturing, Inspection, Delivery etc.
- iii. Define "Scope of Work" for various groups.
- iv. Attend Monthly Project Review Meetings with IGGL Management.
- v. Attend fortnightly Project Review Meeting with Project Manager.
- vi. Surveillance on all the project related activities.
- vii. Monitor progress of the project and submit periodic status reports to IGGL.
- viii. Coordination with vendors / contractors relating to the procurement of items and execution of the work.
- ix. Provide timely inputs in terms of materials and drawings to the contractors for carrying out the construction activities.
- x. Prepare various reports / draft reply letters as required from time to time for IGGL's management and for onward submission to Government & statutory authorities. Normal time shall be 3 working days at max.
- xi. Provide information on best international practices being followed across the globe for gas pipeline projects as and when the information is desired by IGGL for effective and timely project completion.
- xii. Based on requirement the PMC shall come for meetings with IGGL within the shortest possible time wherein appropriate level of person shall be deployed.

6.3 PROJECT MONITORING AND CONTROL

The PMC shall also provide the Project Monitoring Services including the following Scope of Work:

- i. Preparation of detailed project schedule,
- ii. Identification of all activities falling on the critical path of the project,
- iii. Identification of all activities requiring close co-ordination / synchronization,
- iv. Preparation of a look-ahead model / catch-up plan for the project from time to time.
- v. Generation of all project monitoring reports for the project drawing attention towards critical jobs, activities and functions,
- vi. Identification of all activities / steps required for execution of the project within approved cost,
- vii. Identification of all activities / steps required for execution of the project within stipulated time,
- viii. Highlight pitfalls, if any, caused by the Project Consultant / any agency hindering efficient execution of the project,
- ix. Monitoring of contractor logistics for line pipe, manufacturing, coating and laying,
- x. Generation of MIS reports for the project, and identify critical path on fortnightly basis.
- xi. Providing all inputs / performing all project monitoring activities as desired by the IGGL Management / Project Group from time to time for timely completion of the project.
- xii. Carrying out quality audits and Identifying the root causes of the problems encountered in Line pipe manufacturing, Coating plants and Pipeline construction activities.
- xiii. In addition to above, PMC shall do all activities to do Project Monitoring Services efficiently.
- xiv. Risk management: The PMC should identify and evaluate the execution risks at different stages, recommend and implement appropriate risk mitigation measures. These are to be reflected in monthly progress report, review meetings and through other appropriate communications.

7.0 COMMISSIONING, STARTUP AND PERFORMANCE TESTS

7.1. Mechanical Completion

At a date prior to mechanical completion to be agreed with Owner, PMC shall recommend to Owner for approval of the operating manual prepared by PMC.

PMC shall review and recommend for approval the program, and supervise the mechanical completion work performed by contractors. Upon successful completion of mechanical completion work, PMC shall review and recommend approval of construction completion certificate documentation.

PMC shall approve as required all procedures, plans, schedules and necessary certification for construction completion by the other contractors. The construction completion of individual sections of the Project shall be programmed in accordance with the overall commissioning plan.

PMC shall ensure that all necessary personnel from equipment suppliers are called to attend the pre-commissioning activities as provided for in the equipment purchase orders.

PMC shall prepare for approval by Owner and implement all necessary procedures to ensure safety of personnel working on construction activities at the same time as field inspection, testing and commissioning is in progress.

PMC shall supervise contractor's work such that phase mechanical completion and commissioning takes place as determined by Owner's business needs.

It shall be obligatory on the part of PMC to issue the "Mechanical Completion Certificate".

7.2 Commissioning and Start-up:

Commissioning and start-up is to be carried out with assistance from other contractors.

Upon Owner's approval of the mechanical completion of the work, and when it is deemed suitable by Owner, the commissioning work may commence according to the plans and schedules prepared by PMC.

PMC shall submit commissioning procedure, organize a start-up team to supervise and monitor the commissioning, start-up, performance test and initial operation of the facilities consisting of representative of Owner operating personnel, equipment suppliers, PMC and contractors and shall ensure that the contractors provide sufficient numbers of skilled labour that is needed to complement the Owner start-up personnel and to perform all activities which include the running or operation of all equipments.

PMC shall ensure that the contractor provide sufficient manpower, special tools and spare parts necessary for the commissioning activities will, as a minimum include:

- Operational testing
- Pre-startup inspections
- Filling of lubricants, wherever necessary
- Equipment operation to make vibration and safety device checks, and other required operating tests and adjustments.
- Flushing, blowing and chemical cleaning.
- Installation of temporary screens, strainers, and blinds.
- Necessary purge operations, including installation of temporary purge piping, hoses or equipment connections.

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- Checking of bores of orifice plates and installing these plates after flushing operations.
 - Functional check on all instruments and controllers, instrument calibrations with standard test.
 - Equipment and all required adjustments and control point settings.
 - Check all instrument loops for proper functioning.
 - Checks on pipe supports, and guides for settings hot / cold and necessary adjustments.
 - Checking and recording positions of all valves.
 - Conduct simulation runs to allow run-in operational testing of the equipment.

PMC shall ensure that all defects and deficiencies found during the course of commissioning shall be rectified by the contractors.

PMC shall supervise and monitor all commissioning and start-up activities and all performance test runs which will be carried out by the contractors. All performance test results shall be reviewed and certified by PMC.

PMC shall report to Owner on a weekly basis on the progress and status of commissioning and start-up work.

PMC shall ensure that all commissioning records and log sheets are properly collated and submitted to Owner as part of contractors' mechanical completion certificate approval documents and provisional acceptance documents as relevant.

It shall be obligatory on the part of PMC to issue the "Commissioning Certificate".

7.3 a) Factory Acceptance Tests:

PMC shall witness & certify the Factory Acceptance Tests in the premises of contractor for Telecom, SCADA & APPS, Instrumentation system, CP system etc. which will be carried out by the respective contractors. IGGL may also like to join the Factory Acceptance test if desired.

b) Site Acceptance Tests:

Respective contractors shall carry out the Site Acceptance Tests of Telecom, SCADA & APPS, Instrumentation system, CP system etc. shall be witnessed

8.0 PROJECT DOCUMENTS / COMPLETION/ CLOSE-OUT REPORT:

Consequent upon the successful completion and commissioning of the project the PMC shall be responsible for the following:

- a. Follow up with vendors and contractors for as-built drawings / documents in required software and hardcopy format, review / approve the same and forward IGGL.
- b. Submission of all project related documents to IGGL for future reference and records as per standard international practice. Submission of final documents shall be under the following heads:
 - (i) As built drawings
 - (ii) Detail operating manual highlighting recommendations of the EIA, Hazop Study & Risk Analysis etc.
 - (iii) Problems faced during the project execution and mitigation measures taken in future.
- c. Submission of all evaluation sheets of performance for all vendors, contracts in line with established procedures to whom orders were placed.
- d. Hard & Soft Copies of Project Closeout Report incorporating the following:
 - i. Project brief
 - ii. Pipeline Line Diagram
 - iii. Chronology of Approvals
 - iv. PMC Head Office & Site Office Organogram
 - v. Names of PMC Personnel working for the project along with all contact details.
 - vi. Pipeline configuration and Spread details
 - vii. Details of various types of Crossings
 - viii. Names of Standards referred and used in design and Engineering for various items, Construction, Inspection
 - ix. WBS element wise "S" Curve and Overall physical progress curve
 - x. List of key milestones and date of actual achievement.
 - xi. List of POs / WOs including vendor name and contact detail.
 - xii. Experience gained during Project Execution and improvements for future projects.
 - xiii. Construction Photographs

9.0 CONSULTANT MANPOWER

9.1 The CONSULTANT shall deploy required number of manpower, qualified and experienced personnel e.g. professional engineers, subordinate engineering personnel, construction supervisors, inspectors and other specialists of appropriate levels to ensure:

- ❖ Quality in all stages and aspects as per requirement of codes, standards, specifications and best international practices
- ❖ Timely & expeditious completion of the project
- ❖ Economize project expenses.

9.2 Qualification and experience requirement of the consultant personnel are given here under at Clause 9.4.

9.3 The consultant shall submit the following for approval of the owner after award of agreement

- ❖ Organogram at Project HO & Site
- ❖ Manning schedule

9.4 The PMC will be required to depute qualified, experienced manpower for the execution of the project. The consultant will ensure that the complete manpower whose names have been proposed to be deployed for the project execution at the time of submission of the bids are not changed during project execution. In case of change in proposed personnel, the PMC will submit bio data of the substitute manpower proposed and take IGGL's approval. The various categories of manpower required to be deployed for the project are detailed under:

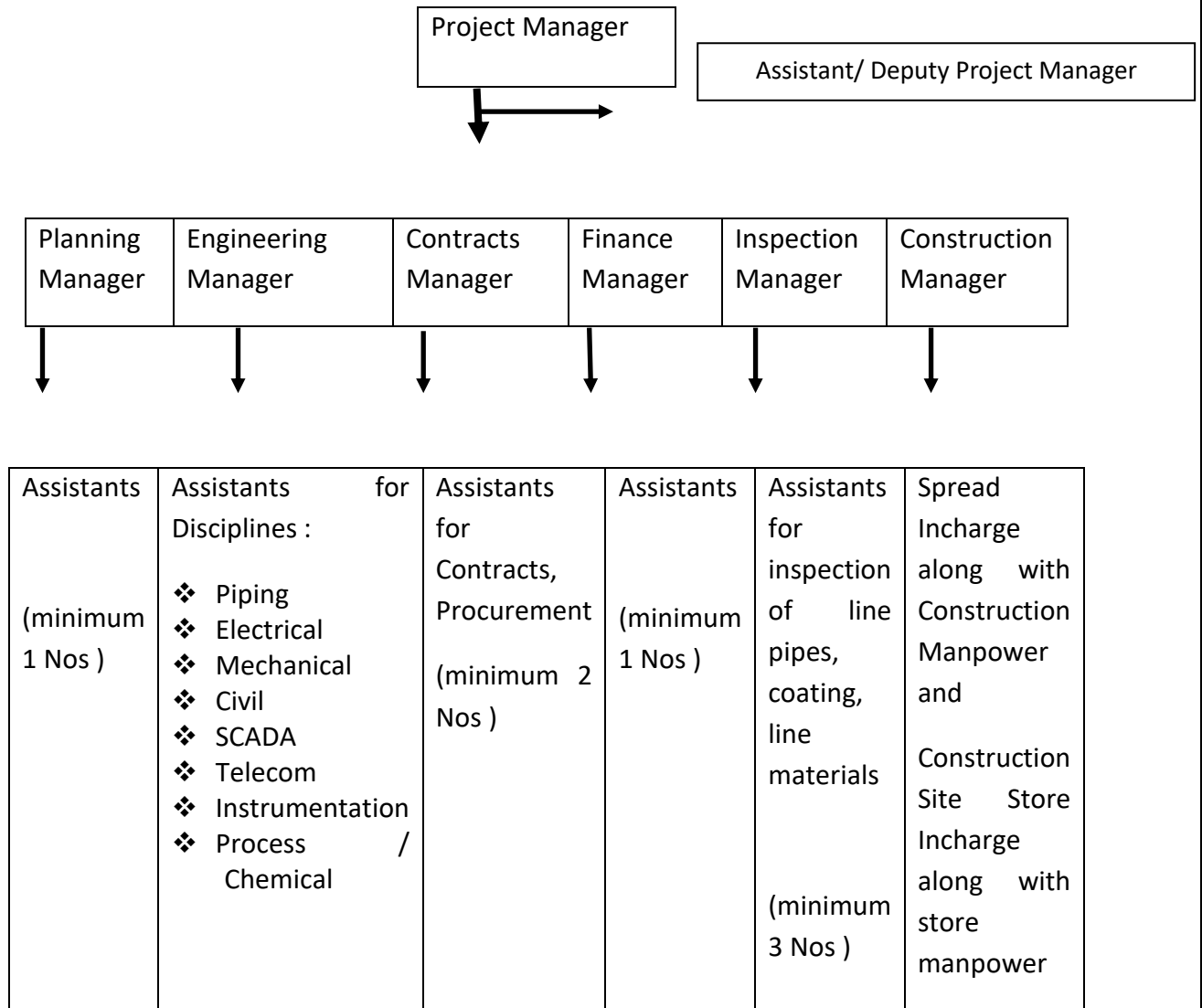
<i>Sl.</i>	<i>Type</i>	<i>Qualification & Knowledge</i>	<i>Experience</i>
1.	Project Manager	<p>Degree in Engineering in any Discipline.</p> <p>Knowledge of Project Management, Contracts Management, Codes and Standards pertaining to gas pipelines, Industry accepted Best Practices in executing pipeline projects, Government Guidelines.</p> <p>Project Manager should be of GM / DGM level, having previous experience in Pipeline Projects.</p>	<p>Overall Experience: At least 15 years experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc.</p> <p>Mandatory Experience: Out of the 15 years experience, at least 8 year experience must be in senior position in execution of hydrocarbon pipeline projects.</p>

2.	Assistant/ Deputy Project Manager	<p>Degree in Engineering in any Discipline</p> <p>Knowledge of Project Management, Contracts Management, Codes and Standards pertaining to gas pipelines, Industry accepted Best Practices in executing pipeline projects.</p>	<p>Overall Experience: At least 12 years experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc.</p> <p>Mandatory Experience: Out of the 12 years experience, at least 6 year experience must be in execution of hydrocarbon pipeline projects.</p>
3.	Contracts Manager	<p>Degree / Diploma / MBA in Contracts Management / Degree in Engineering Knowledge of Procurement & Contracts for goods related to hydrocarbon industry, pipelines,</p> <p>Knowledge of regulations, notifications, acts pertaining to procurement of goods, works contract, local tax structure, stores management etc.</p>	<p>Overall Experience: At least 10 years experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc.</p> <p>Mandatory Experience: Out of the 10 years experience, at least 6 year experience must be in senior position in execution of hydrocarbon pipeline projects.</p>
4.	Planning Manager	<p>Degree / Diploma in Engineering / Project Management.</p> <p>Knowledge of Planning & Scheduling for projects related to hydrocarbon</p>	<p>Overall Experience: At least 10 years experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG</p>

		<p>industry, pipelines.</p> <p>Knowledge of various activities related to execution of pipeline projects</p>	<p>Plant, Refinery etc.</p> <p>Mandatory Experience: Out of the 10 years experience, at least 5 year experience must be in senior position in execution of hydrocarbon gas pipeline projects.</p>
5.	Engineering Manager	<p>Degree / Diploma in any discipline of Engineering.</p> <p>Knowledge of all standards, codes required for the design and engineering of pipeline projects.</p> <p>Knowledge of materials and metallurgical properties for materials used in pipeline projects.</p> <p>Knowledge of Industry accepted Best Practices in designing & engineering pipeline projects.</p> <p>Knowledge of working in software tools related to system sizing, system optimization, simulation, engineering etc.</p>	<p>Overall Experience: At least 10 years experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc.</p> <p>Mandatory Experience: Out of the 10 years experience, at least 8 year experience must be in senior position in design & engineering of Hydrocarbon pipeline projects.</p>
6.	Finance Manager	<p>Graduate in Commerce / ICWA / CA in Finance</p> <p>Knowledge of act / rules / regulations/ notifications pertaining to Financial Management i.e. taxes & duties</p> <p>Knowledge of tax / duty</p>	<p>Overall Experience: 10 years of relevant experience</p>

		structure for indigenous & imported procurement.	
7.	Construction Manager	<p>Degree in Engineering in any Discipline / Diploma in Project Management</p> <p>Knowledge of Project Management, Construction Management, handling of contracts, Codes and Standards pertaining to construction of gas pipelines, Industry accepted Best Practices in executing pipeline projects.</p>	<p>Overall Experience: At least 10 years experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc.</p> <p>Mandatory Experience: Out of the 10 years experience, at least 8 year experience must be in senior position in works related to construction of hydrocarbon pipeline projects.</p>
8.	Inspection Manager	<p>Degree / Diploma in Engineering in any Discipline along with ANST / INST level II / III certification.</p> <p>Knowledge of codes / standards for manufacturing and inspection of line materials for pipeline projects.</p>	<p>Overall Experience: At least 10 years experience in execution of projects / inspection in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc.</p> <p>Mandatory Experience: Out of the 10 years experience, at least 6 year experience must be in inspection works related to pipeline materials / pipeline construction</p>

The supporting staff / manpower under each type must have the working experience of at least 7 years in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc. out of which at least 3 years experience must be in the relevant working area. An indicative structure for manpower deployment is as under:



For the pipeline Construction Activities the indicative structure of manpower to be deployed by the PMC for optimal work output is as under:

i. Pipeline Laying and Terminal Works

Pipeline Laying is a Specialized Job wherein lot of resource including manpower and equipment has to be mobilized before the actual front end activities starts. The following activities are involved in laying works.

1. ROU Acquisition
2. Stringing
3. Trenching
4. Welding
5. Joint Coating
6. Lowering & Backfilling
7. Tie In
8. Hydrotesting
9. Drying, Pigging, Gas-In
10. Attending and liquidating check list points

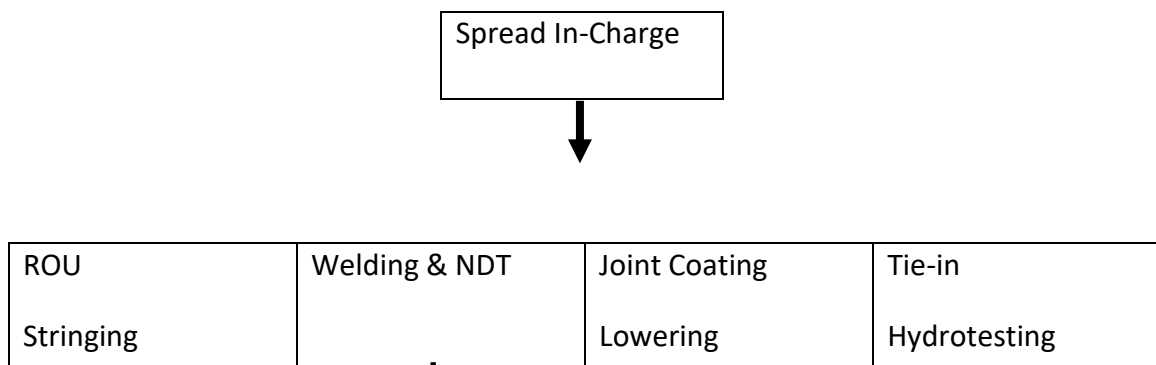
For Terminal Works following activities are normally carried out, but not limited to following:

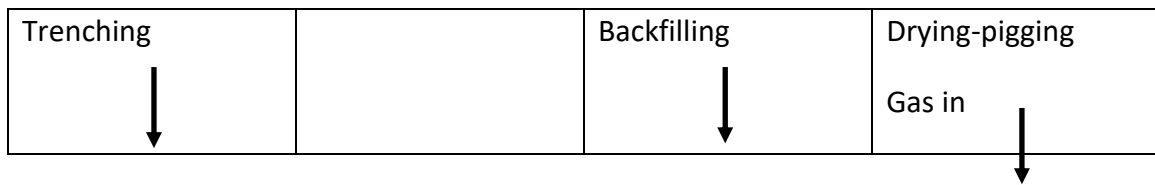
1. Site Grading
2. Civil Works and Construction Activities
3. Installation of Gas Metering System, PCVs, SDVs, Filtration System, Gas Chromatograph
4. Works pertaining to installation of Mechanical Equipments / Telecom / SCADA system
5. Works pertaining to Electrical and Instrumentation.
6. Testing & commissioning.

The manpower requirement for Consultant per spread is indicated below (However, the spread wise manpower deployment will be as per IGGL during actual execution):

Pipeline Laying Works

Indicative Site Organization Chart for PMC manpower:





1 number of qualified construction manpower	2 number of qualified manpower for supervision	2 number of qualified construction manpower	2 number of qualified construction manpower
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PMC manpower estimates:

Sl.	Type	Activity	Consultant	
1.	Front End Activities	ROU Opening	01	
2.		Stringing		
3.		Trenching		
4.		Welding		02
5.	Back End Activities	Joint Coating	04 *	
6.		Lowering & Backfilling		02
7.		Tie-In		
8.		Hydrotesting		
9.		Drying, Pigging, Gas In		
10.		SCADA/TELECOM		
11.		CATHODIC PROTECTION		
12.				
13.	Sub Total		09	
14.	Opening / Spread In-charge		01	
15.	Total		10	

Note : * - Front end persons may be redeployed, if activities are not simultaneous.

This is the indicative optimal manpower requirement for Consultant for a spread with one opening for pipeline laying works. For more than one opening say “X” number of openings, then the manpower requirement for Consultant is as follows. Here one Construction In-charge for Consultant shall be considered who will be coordinating all the activities.

Number of Spreads	Consultant Manpower
X	10*X+1

Terminal Works

Sl.	Activity	Consultant Manpower
1.	Civil Works and Construction Activities	01
2.	Installation of Gas Metering System, PCVs, SDVs, Filtration System, Gas Chromatograph, including	02
Total		03

For more than one terminal say “Y” number of terminals then the manpower requirement for Consultant is as follows.

Number of Terminals	Consultant Manpower
Y	03*Y

Terminals In charge and his subordinate shall be of different disciplines.

Stores Management

For stores management, the PMC will be required to deploy manpower. The least number of persons to be deployed in one store is as under:

Sl.	Activity	Consultant
1.	Stores Management (per store)	02
Total		02

For more than one store say “Z” number of store the minimum number of manpower to be deployed including one store in-charge is as under:

Number of Stores	Consultant Manpower
Z	02*Z +1

Based on the above the minimum Construction Manpower required to be deployed by the PMC is

$$(10*X+1) +03*Y+(02*Z +1) = 10*X+03*Y+02*Z+2$$

The consultant shall mandatory submit the following along with the bid document

- ❖ **Bio-Data of the Key personnel viz: Project Manager, Engineering Manager, Construction Manager, Planning Manager, Inspection Manager, Contracts Manager as per format enclosed at Part-6, Annexure-2.**

The ‘Project Manager’, ‘Planning Manager’, ‘Contracts Manager’ are required to be deployed through out the PMC contract period. The ‘Construction Manager’ is required to be deployed from the date of award of Pipeline Laying contract till closure of the construction contracts.

Substituting of PMC personnel with other PMC personnel will be done with either same level & experience or higher level & experience personnel.

In order to expedite progress, within same scope of work, PMC may be required to augment with more manpower without any additional financial implications to IGGL.

10.0 PROJECT EXECUTION METHODOLOGY

10.1 The PMC will be required to prepare an execution Methodology for executing the pipeline project with the aim to execute the project in schedule time, economize the project cost and execute the project in the most effective way. The Methodology will be prepared within the framework of the IGGL's / GAIL's procedures in Vogue. The following sections outline the area which needs to be covered in the Execution Methodology.

<i>Sl.</i>	<i>Item</i>	<i>Description</i>
a.	Detail Engineering	This will cover the details for engineering to be done under various disciplines, listing of requirements, preparation of Specifications, Material Requisitions, Process Design Basis, Pipeline Sizing, Receipt / Dispatch Terminals etc. Listing of standards based on which the engineering has been done item wise.
b.	Selection of Technology for various Line Materials / Equipments	This will highlight the details for the technology to be selected for high value items like line pipes, rotary equipments, Power Source, SCADA, Telecom, Metering etc. Type of Internal & External Coating in Pipes, Pipe Grade, Class Location etc.
c.	Contracts Management : Procurement Strategy (Open Tenders, Limited Tenders, MVL) for Procurement Pkg, Works Pkg	This will highlight the identification of all materials and works and their packaging for tendering and execution. Estimating the cost of each material, works package. Mode of tendering in line with IGGL Contracts & Procurement Procedure. List of vendors as per the Master Vendor List of PMC for items to be procured through limited tendering.
d.	Construction Management	Identification and finalization of number of sections / spread in line with best international practices. Identification and finalization of locations for Camp Offices along pipeline route. Identification and location of Dump Sites for line pipes. Construction Strategy and Schedule. Certification of Contractors Bills.
e.	Inspection Plan	Detailed Plan and Methodology for inspection for

		<p>various categories of materials and construction including :</p> <ul style="list-style-type: none"> ❖ Line Materials ❖ Main Line Valves, Terminal Valves ❖ Line Pipes ❖ Line Pipe Coating ❖ Rotary Equipments if the same exists ❖ Construction ❖ FAT / SAT for SCADA, Telecom and other Pkgs. <p>Methodology for Release of Materials after inspection. Deployment schedule of manpower for Inspection.</p>
f.	Stores & Materials Management	<p>Location of Stores for storing free issue materials. Methodology for Management of Stores by PMC. Receipt & Delivery of all Materials through manually and on IGGL's ERP system on implementation. Generation of Price Schedule Ledger (PSL). Listing & Handing of Construction Surplus to IGGL.</p>
g.	Project Commissioning & Startup	<p>Methodology for Commissioning & Startup. Preparation of Operation and Maintenance Manuals, Disaster Management Plan, Emergency Action Plan.</p>
h.	HSE Plan	<p>Health & Safety guidelines required to be followed in construction, commissioning & startup.</p>
i.	Project Planning & Scheduling	<p>Detailed plans and schedule for various elements of WBS. Overall Project Schedule & Plan. Financial Commitment Schedule & and Cash flow Plan for various orders.</p>
j.	Project Hard Costs	<p>Basis of cost estimate and Estimated Cost against various procurement & works package.</p>
k.	Resource Requirement	<p>Schedule for Deployment of Manpower for Project Office and Construction Site. Organogram for Project Office & Construction Site.</p> <p>Details of resources other than manpower to be used for project execution like PCs, Names of Software's to be used, Availability of communication facilities like vehicles, phones, faxes, video</p>

		conferencing etc
I.	Project Closeout	The PMC will devise and suggest the methodology for project closeout, deliverables required to be submitted during closeout, schedule for close out.

The methodology described under this section is broad guidance. The project is proposed to be executed based on the following tentative packages. The list of packages would be approved by IGGL. The list of packages mentioned here is not exclusive and there may be increase or decrease in no. of packages at the time of execution.

In order to have efficient coordination of tendering and ordering activities and to have smooth interface with IGGL, PMC shall co-locate teams of various disciplines, namely C&P, Finance, Projects, Engineering, Costing etc. in their Head office / Coordination offices. As per prevalent practice, PMC will be given Power of Attorney for processing and order placement for packages upto Rs. 10 crore, as decided by IGGL. PMC shall be responsible for any dispute with the vendor. Final payment shall be released after settlement of the dispute if any with the vendor and the settlement duly certified by PMC.

10.2 Procurement / Works packages.

Following is the tentative list of packages. The list is based on the broad approach for execution. Detail Engineering is to be carried out by the PMC including the sizing and engineering of all the major items procured even through composite construction contract. Inspection of the all major items mentioned below is to be carried out by the PMC. The list is below is indicative. There may be some items which can be directly procured through tendering instead of through composite construction contract. The list will be finalized at appropriate time, preferably during kick-off meeting.

No	Package
1	Line Pipe and coating
2	Scrappers, Flow TEE, Pig Signalers, QOEC
3	IJ
4	Pipe Line Ball Valves

5	Other Ball valves
6	Fittings and Flanges
7	Pressure reduction and Metering skids
8	Assorted pipes
9	Power sources
10	RTU & SCADA
11	Telecommunication system
12	Terminal Works
13	<p>Composite construction package including following procurement and works :</p> <p><u>Procurement</u> :</p> <ul style="list-style-type: none"> • OFC and HDPE ducts • Gas detection systems • Terminal Ball Valves • Pipes, Fittings , Flanges, bolts, nuts, gaskets and all related hardwares (other than procured above) • Globe , cheque valves, NRVs, Plug valves • Cables , instruments, UPS, Batteries • All other materials, not included above <p><u>Works</u> :</p> <ul style="list-style-type: none"> • Laying of pipeline and associated facilities • Cathodic protection works • Construction and erection of terminal facilities including installation of all equipments • All Civil, mechanical, electrical, instrumentation works • Commissioning • Hydrological Survey & Geotechnical Services.

10.3 Execution Plan

Project execution methodology to complete the project within the given schedule shall be submitted by the PMC immediately after award of the contract. Such execution of methodology will be discussed and in case any amendment/ modifications in the methodology are required to achieve the target completion of project, then same will be revised. The description shall cover all aspects of the Project from award of Contract, through and including aspects of the Basic Design and the Detailed Engineering, construction, completion, commissioning and handover of the Project.

10.4 Quality Assurance

Bidder shall provide details of its intended compliance with Project Quality Assurance requirements. This compliance shall be supported by quality statements and quality manuals of the Bidder and all major subcontractors.

10.5 Design Standards

The following design standards shall be used as a minimum in the Scope of work

- i. Published Standards
- ii. Indian Standards
- iii. Oil industry Safety Directorate (OISD)
(In case of conflict among Indian Standards or with International Standards, owner should be consulted for deviations which in Consultant's opinion have cost impact)
- iv. International Standards: ANSI, ASME, ASTM, API,SA,NACE,ISO,DIN,EN etc
- v. PNGRB (Petroleum and Natural Gas regulatory Board)

11.0 EXCLUSIONS FROM CONSULTANT'S SCOPE

The following are specifically excluded from scope, however, all technical assistance will be provided by consultant:

- (i) Acquisition of ROU for pipeline laying and permanent land acquisition
- (ii) Insurance policies shall be taken either by IGGL or by Vendor / Contractor. However, Assistance for lodging of insurance claims and realization of the same shall be done by the consultant.
- (iii) Tender / NIT advertisement fees shall be in IGGL's scope and shall be reimbursed to the consultant at actual. Tender fee received against sale of tender document from various agencies shall be forwarded to IGGL.
- (iv) Payment of Customs duty amount and transportation charges of imported materials.
- (v) Stores Infrastructure facilities.
- (vi) PMC's office accommodation, camp facilities with boarding & lodging facility for their employees / staffs at site camps and official conveyance.

12.0 ADDITION, REDUCTION IN SCOPE AND RE-TENDERING:

- 12.1 Addition/ reduction of PMC fees would be considered in case of addition or deletion in the scope of the project.
- 12.2 Change in drawings / documents in case of site decisions is to be carried out by the PMC without extra cost, in case the reason for same are solely attributable to PMC
- 12.3 Re-working / Re-tendering / re-designing etc. if any, shall be done without extra cost to IGGL, in case the reason for same are solely attributable to PMC.
- 12.4 In case Consultant is required to execute certain extra activities not envisaged in the scope of work or not included in the schedule of rates (SOR), then Consultant shall submit to Engineer-in-Charge of IGGL, the detailed scope of work along with estimated Man-hours. The same shall be reviewed by IGGL and upon approval, IGGL shall convey the approval of mutually agreed man-hours for the said extra work & accordingly Consultant shall proceed for the work.

13.0 OTHER CONDITIONS / INCLUSIONS IN CONSULTANT'S SCOPE:

- i. The CONSULTANT shall perform the work under this CONTRACT with diligence and conforming to the best international practices available in this area.
- ii. The CONSULTANT shall perform their obligations conforming to rules, regulations and procedures prescribed by law.
- iii. The consultant shall take approval / concurrence from IGGL on major and critical issues e.g. Design Basis, P&IDS etc.
- iv. There may be minor changes in scopes during the implementation of the project. The consultant shall not be entitled for extra payment for the same.
- v. The CONSULTANT shall suggest measures to cut-down cost and time over run without compromising the quality of work required in implementing the project.
- vi. Industrial relation functions and implementation of labour laws at work sites.
- vii. The Consultant should intimate in advance any client's obligations for timely completion of activities (e.g) requirements of statutory norms, regulatory authorities, etc.
- viii. The CONSULTANT shall provide approved drawings etc. well in time to the contractor for commencing and proceeding with the work as per agreed schedule.
- ix. Approvals from IGGL: Approvals will be given by IGGL for Design basis and all major documents, approvals for all procurement, Bid Evaluation Criteria (BEC) and any amendments/change in BEC, shortlisted of bidders, Fund earmarked for each activity, issuance of Purchase orders, execute agreement with vendors/ contractors, Releasing of payments as per PO / WO terms, opening of Letter of Credits in favour of vendors, spread wise requisite manpower deployment, completion certificates etc. for all cases etc.
- x. Any activity required to be carried out for completion of the project though not specifically mentioned in the tender document shall be carried out at no extra cost to IGGL.
- xi. All assistance required by IGGL (viz: but not limited to preparation of drawings, documents, reports etc) for obtaining permissions and clearances from statutory authorities shall be performed by the consultant at no extra cost to IGGL.
- xii. The consultant shall be responsible to prepare daily, weekly, fortnightly & monthly progress reports of the Project in approved formats within the quoted lumpsum price only.

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- xiii. The consultant shall attend (& contribute) to Project & Construction Review meetings taken by IGGL management at Project/ Corporate/ Site offices of IGGL and also at Vendor's/ Contractor's offices from time to time for expeditious completion of the project within the quoted lumpsum price only, which shall be participated at appropriate level by PMC.
 - xiv. PMC and Contractor shall jointly sign the agreed value of invoices along with supporting documents to IGGL for consideration of payment.
 - xv. The consultant shall put in requisite efforts to achieve accelerated time schedules for project completion, if so required, at no extra cost to IGGL.
 - xvi. PMC's primary responsibilities, however not limited to, for arbitration cases till the final award of arbitration :
 - a. Examining & providing reply of claims etc.
 - b. Participation in arbitration proceedings.
 - xvii. Technical Queries (TQ) / Commercial Queries (CQ) if required in tendering process should be raised with the consent from IGGL Project Manager.
 - xviii. The consultant will be notified about their performance on periodic basis.
 - xix. One senior level PMC personnel should be stationed at IGGL project office (Guwahati) for day-to-day coordination activities between IGGL & PMC.
 - xx. Capitalization of the pipeline or a section of the pipeline:

PMC to carry out all the material transaction manually (and also in SAP on implementation) & keep record pertaining to the movement of the material & its traceability / accounting in SAP as well as physical usage w.r.t the section of the pipeline. PMC to bifurcate the cost as per attached formats attached in Part-6 for the purposes of the capitalization of the assets. At the time of capitalization consultant may be required to depute their representatives in IGGL office.

- xxi. Consultant will ensure the availability of all contractual management documents at sites.
- xxii. ME Model for Project Execution: Monthly Milestones to be formulated for the entire Project and the project monitoring will be based on Milestone achievement. Exceptions pertaining to Milestones not achieved to be discussed at IGGL & PMC Management level every fortnight for prompt resolution.
- xxiii. Health Monitoring of Contracts: In order to ensure that the Contracts are managed properly, Project Manager / RCM of PMC along with C&P Group of PMC shall monitor all the contracts on monthly basis and ensure that pending claims of Contractors pertaining to Extra Works / Deviations / Time extensions etc. are appropriately settled.

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- xxiv. Quarterly Closure of Contracts: In order to ensure that execution related issues not develop into larger legal disputes at a later date, all the Contracts are to be closed on quarterly basis and the accountability for the delays to be appropriately apportioned.
 - xxv. Project review Team: Project Review Team (PRT), headed by CEO, has been constituted in IGGL for Critical Projects to periodically interact with the Contractors / Vendors for reviewing the progress against the targets set, setting the targets for next month and resolving issues / constraints of Contractors / Vendors, if any. Project & Construction team of PMC to ensure compliance with the decisions of the PRT.
 - xxvi. Due diligence of new bidders: PMC is required to carry out due diligence of all the new bidders who are qualified for the first time in IGGL tenders and a report is required to be submitted by PMC along with PBO recommendation, showing the efforts made by PMC in this regard.
 - xxvii. Documentation: PMC is required to submit all the documents required for HOTO with IGGL O&M, custom reconciliation etc. immediately after completion/ commissioning of the project.
 - xxviii. Project Manager should be of GM / DGM level, having previous experience in Pipeline Projects.
 - xxix. Structured Progress Review Meeting to be done at different levels of PMC and with IGGL on regular basis.
 - xxx. Time-bound Drawings & document approval and adherence to Tendering & Ordering Cycle of IGGL.
 - xxxi. In Power of Attorney (PoA) cases, if the limit of POA to PMC exceeds, then PMC shall seek approval of IGGL.
 - xxxii. PMC to keep realistic provisions of Mandays for Supervision / Erection, Testing & Commissioning, wherever required, for evaluation purpose of bids.

14.0 KEY RESULT AREAS AND RECOVERIES

It is the prime responsibility of the PMC to complete the project in schedule time. The consultant would schedule and execute project activities such as to complete the entire project within the schedule. Recoveries would be affected for the delays attributable to the PMC. The PMC shall be periodically intimated about their performance.

Key result areas of the performance of the PMC along with the indicated recoveries are mentioned in the following table. **This is in addition to Price Reducing Schedule as per article 3.12 of the GCC.** Recoveries under this clause and PRS are subject to article 3.15 of GCC on limitation of liabilities.

Table 1

S no.	Activity	Recovery
1	Design deficiency and deficiency in services	0.5 % in each case subject to a maximum of 3% of total contract value.
2	Variation in cost estimate and recommended contract / order value of more than (+/-) 10% as per clause 4.5 (iv) Cost Engg.	x / X of 2% of total contract value (x, X are defined in clause 4.5 (iv) Cost Engg.
3	Variation in awarded contract value and executed contract value more than (+/-) 10% as per clause 4.5 (v) Cost Engg.	y / Y of 1% of total contract value (x, X are defined in clause 4.5 (v) Cost Engg..
4	Generation of surplus more than 3% of the total procurement (refer clause 4.1 (xviii))	0.25% of the total contract value.

Notes :

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- (1) In all the above, calendar days are to be considered.
 - (2) PMC shall mobilize and deploy the required manpower and the complete equipments so as to commence the services at the specified site (s) within a maximum of **two weeks** from the date of LOA/ NOA.
 - (3) If the PMC shall fails to mobilize and deploy the required manpower/ equipment and / or fails to commence the services within the period specified in sub-clause (2) above, IGGL shall, without prejudice to any other right or remedy in law or contract including sub clause (4) below, the right to terminate the contract.
 - (4) If the PMC is unable to mobilize / deploy and commence the services within the period specified in sub clause (2) above, it may request IGGL for extension, of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, IGGL may at the discretion extend the period of mobilization and shall recover from the contractor, as an ascertained and agreed Liquidated damages, a sum equivalent to ½ % of the contract value, for each week of delay or part thereof, subject to a maximum of 10% of the contract value.
 - (5) The Parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss damage which will be suffered by IGGL on account of delay on the part of the PMC and the said amount will be payable without proof of actual loss or damage caused by such delay.
 - (6) LD will be calculated on the basis of contract value excluding duties and taxes, where such duties/ taxes have been shown separately in the contract.
 - (7) The applicable GST on the LD shall have to be borne by the PMC. Accordingly, the liquidated damages shall be recovered from the contractor along with applicable GST.
 - (8) No time extension will be granted to PMC on account of Engineering, approval of drawing /QAP/procedure/documents etc., inspection of materials and any other engineering related activity. These activities are invariably be carried out in the stipulated contract period and the penalties shall apply in such cases. Further no compensation in terms of Man-hour efforts beyond contract period will be given to PMC on these heads.
 - (9) PMC to carry out quarterly closure of contracts including time extension, extra items, AHR items, deviations and delay analysis and fixing accountability etc. to be settled on quarterly basis.
 - (10) Further, in case final time extension is granted without PRS, no recovery against key result areas will be made.

15.0 IGGL'S OBLIGATIONS:

- ii) To furnish route map, alignment sheet, soil resistivity data, soil investigation and other survey reports.

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- iii) Furnish all information relevant to existing installations required by PMC from time to time for carrying out activities under its scope of work,
 - iv) Reimbursement towards charges for issuing NITs,
 - v) Reimbursement towards premium charges of term insurance (of Rs. 1 crore / person / year) for PMC officials posted at project sites,
 - vi) Arrangement of necessary work permits & license etc. and payment of all fees / duties / taxes etc.,
 - vii) Information sharing with PMC on latest labour laws etc. as applicable at sites,
 - viii) Provide site office space & facilities (including co-ordination office at Guwahati), stores infrastructure along with security and watch & ward personnel for these facilities.
 - ix) Reimbursement towards all tours & travels (including foreign) at actuals (for IGGL approved tours and travels only),
 - x) Reimbursement towards charges for Seismic Analysis by reputed third party (such as NIT / IIT) at actuals,
 - xi) Reimbursement towards charges for highly specialized studies / activities (such as river morphology studies, socio-economic studies, geo-hazard analysis etc.) at actuals.

i. CHANGE IN LAW:

16.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the tender closing date for this CONTRACT and which results in increase in rate of taxes and duties on the supply of services to IGGL under the CONTRACT (other than personnel and Corporate taxes), the PMC shall be indemnified for any such increased taxes and duties by the IGGL subject to the production of documentary proof to the satisfaction of the IGGL to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by IGGL.

16.2 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the tender closing date for this CONTRACT and which result in any decrease in the rate of taxes and duties on the supply of services to IGGL, (other than personnel and Corporate taxes), the PMC shall pass on the benefits of such reduced cost, taxes or duties to the IGGL, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

16.3 All taxes & duties (except where otherwise expressly provided in the Contract) as may be levied/ imposed in consequences of execution of the Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on

the tender closing date, for the this CONTRACT shall be to PMC's account. Any increase/decrease in the rate of such duties, taxes after the tender closing date, but within the contractual completion/ mobilization date as stipulated in the CONTRACT will be to the account of IGGL.

- 16.4 Any increase in the rate of taxes & duties after the contractual completion / mobilization date during the extended period will be to the contractor's account, where delay in completion / mobilization period is attributable to the PMC. However, any decrease. In the rate of taxes and duties after the contractual completion/mobilization date will be to IGGL's account.
- 16.5 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the PMC in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, IGGL will have no liability to reimburse/pay to the PMC the excess duties, taxes, fees, any finally levied/ imposed by the concerned authorities. However in case the rate of duty/taxes finally assessed is on the lower side.
- 16.6 Notwithstanding the provision contained in clause 16.1 to 16.4 above, the IGGL shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by PMC, his sub-contractor/sub-contractors and Agents etc.
 - ii. Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
 - iii. Other taxes & duties including Customs Duty, and GST in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the PMC.
- 16.7 The above provisions would be applicable only in case of variation in rate or taxes and duties on supply of service to IGGL and not applicable on taxes and duties on input (goods and services).
- 16.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

PART:3

HEALTH, SAFETY, ENVIRONMENTAL REQUIREMENTS

It is IGGL's objective policy to ensure that potential health and safety factors and environmental effects are assessed for all products, projects and activities and acquisitions. For projects this is implemented by staged audits of health, safety and environmental aspects from concept stage to post commissioning in order to determine any shortcomings or non-compliance.

The specific requirement includes the following:

a. Project Safety Review

A formal project safety review is to be carried out by owner and integrated across the various contracts. The Owners review team will require data, input from key personnel from other contractors and access to all locations being used by contractor, subcontractors and suppliers. PMC shall make all necessary arrangements for such reviews as required by owner and shall ensure that contractors make available such data, personnel and locations as required. PMCs shall ensure that all recommendations and findings from safety reviews are implemented by contractors in a timely manner.

b. Environmental Impact Assessment (EIA)

PMC shall ensure that all recommendations resulting from the EIA / RRA studies, on approval by owner, are incorporated in the tender documents for implementation by contractors.

c. HAZOP

PMC shall provide a team, with IGGL's approval, for carrying out HAZOP study during design stage, construction stage, commissioning stage and shall ensure that all recommendations and findings are implemented by contractors in a timely manner. Non Compliance of the HAZOP recommendations by Contractor shall be the responsibility of PMC.

d. Health, Site Safety and Security

PMC shall be responsible, on behalf of Owner for ensuring a high standard of occupational health and site safety management and for ensuring the requirements for health, safety and security to be maintained by contractors, subcontractors and other personnel working at site. PMCs shall compile the safety requirement on contractors.

The purpose of these safety requirements shall be to prevent any accidents, incidents or events that could result in injury or fatality to personnel from contractors, subcontractors or PMC, Owner or third parties and/or damage or destruction to contractor's or Owners property, equipment and materials. The requirements shall be intended to supplement any Governing Authority of India, state, municipal, local or other regulations applicable at the site which PMC shall be obliged to enforce on behalf of owner. PMC shall agree with Owner's representative at site any variations between these requirements. PMC shall monitor report and ensure that the above requirements are fully adhered to.

e. Site Safety Organization

PMC is to appoint a safety - officers with appropriate staff support whose responsibility is to monitor all safety activities on the job and report his findings to PMC. The safety officer shall make periodic safety inspections of the job site on a schedule that will provide ongoing coverage. The inspections should be made jointly with the superintendents of the contractors responsible for ongoing work in the areas to be inspected. Any infractions or poor safety practices uncovered by these inspections shall be promptly corrected. Safety requirements shall be enforced on the entire supervisory organization of the contractor and subcontractors. Each location shall require enforcement of approved safety rules and procedures by contractors and subcontractors.

f. Site Safety Planning

Prior to award of construction contracts or start of site work, PMC shall plan job safety requirement in conjunction with contractors giving due consideration to:

-
- (i) IGGL's / PMC's Safety requirement;
 - (ii) Location of job site(s)
 - (iii) Type, background and quality of labor resources and anticipated training programme
 - (iv) Nature of construction work, types of hazards anticipated and hazard prevention methods
 - (v) Inspection, testing and commissioning activities overlapping with construction including training and implementation of permit to work system;
 - (vi) Construction equipment and materials to be used;
 - (vii) Minimizing the number of contractors / subcontractors working in any area at the same time;
 - (viii) Personal protective clothing and equipment requirements must be established, and orders placed for timely delivery to job site of such equipment. PMC will ensure that contractors execute obligations in this area.

a. Site Safety Manual

Prior to start of work at each job site, PMC shall publish and distribute a safety manual, safety bulletin, Dos & Don'ts about Safety approved by owner to cover safety activities. The manual shall be published both in English and Hindi and in other suiting workers' linguistic requirements.

The design of the manual shall permit easy communication of its contents to all personnel, recognizing languages and literacy conditions at the job site.

All IGGL's, PMC's and contractors supervisory personnel will be issued a copy of the manual. Further distribution of the manual, or specific sections, shall be determined dependent upon the needs of the adopted construction strategy and organization. Copy of the manual will be strictly be distributed to all statutory authorities.

The contents of the manual shall include, as a minimum the following:

- (i) Owner's & PMC's safety organization, philosophy and responsibilities
- (ii) Owner's & PMC's safety requirement
- (iii) The general safety rules applicable to the job site
- (iv) Near miss accident report
- (v) Monthly safety audit report in line with OISD guidelines / checklist
- (vi) The requirements, availability and provision of personal protective clothing and equipment for specific activities that will occur at job site
- (vii) Traffic regulations at the work sites
- (viii) Requirements and standards for use of scaffolding/ladders

-
- (ix) Requirements for grounding electrical construction equipment and tools
 - (x) Type, availability and responsibility for use of fire fighting equipment;
 - (xi) Work permit procedures
 - (xii) Procedures to be followed when an accident, injury or fire occurs;
 - (xiii) Simple procedures to be followed by entire contractor's organization should major accident occur;
 - (xiv) Control or access to site

PMC will issue update and revise booklets prior to commencing commissioning activities as new hazards arise and new working procedures are required.

b. Preparation of Emergency Action Plan

The PMC shall prepare the Onsite & Offsite Emergency Action Plan for Site apart from QRA Study, preparing Emergency Response and Disaster Management Plan in line with the requirements of IGGL's / GAIL's ISO procedures and OISD norms, PNGRB reg. etc . The same will be handed over to IGGL for approval and subsequent circulation.

c. Safety Activities

PMC shall ensure that contractors / subcontractors carry out their activities in accordance with the safety plan throughout the course of the construction of the project to inculcate and maintain safety awareness among their employees.

Each employee, prior to beginning work, shall be given a safety orientation course. PMC shall be responsible for arranging the providing such and ensuring consistency of knowledge and understanding across all and work groups. All personnel must be fully knowledgeable of the potential hazards involved in the work they supervise and the safe practices to be followed in their work.

d. Accident Investigation and Reporting

Any accident or incident resulting in a lost time injury, death, or damage to property or equipment is to be investigated by PMC. Every incident shall be documented promptly after the incident

including the results of investigation and recommendations for preventive action. PMC shall also ensure that all necessary publicity is given, within the site, to ensure further incidents do not occur. This investigation and report shall not preclude any similar investigations and reports required by governmental regulation, but may be handled concurrently with them.

PMC shall maintain safety performance and accident statistics records for the whole site in conformance to an agreed international standard or system to be approved by Owner. Updated safety performance and accident statistics shall be included in PMC's every monthly report.

e. **Health Program:**

The PMC is to appoint an occupational health manager with appropriate staff whose responsibility will be to monitor all occupational health activities on the work site and his findings to the PMC. This role could be coupled with that of the safety manager. The occupational health manager will be responsible for:

- ❖ formation of health organization;
- ❖ preparation and submission to Owner of a health program;
- ❖ promotion of health education at the work site and analysis;
- ❖ investigation and reporting of hazards and incidents on the site.

Additionally, the occupational health manager shall make periodic inspections of the Site, with specific reference to:

- ❖ sanitation;
- ❖ layout of temporary and permanent installations;
- ❖ provision of adequate medical personnel, facilities, equipment and supplies;
- ❖ implementation of measures for dealing with injuries/ illness.

Bidder shall provide details of its compliance with the Project health, safety and environmental requirements included with this Tender Documents. This commitment shall be supported by HSE statements and manuals / procedures for Bidder and all major subcontractors.

PART- 4

PMC DELIVERABLES

The PMC is required to submit all deliverables as below included but are not limited to within the schedule in line with the requirement mentioned in various sections of this document. The deliverables includes all documents, drawings, Plan, Best Practices, Replies etc. mentioned under various disciplines of the WBS elements. The deliverables are summarized as under but not limited to:

- ❖ All Periodic Reports, Daily Progress Reports during construction, Customized Reports, monthly reports on activity wise value of work done, presentations, best practices/ international practices required for submission to Management / External Agencies.
- ❖ All documents related to engineering, tendering, ordering, manufacturing, delivery, construction, commissioning.
- ❖ Stage wise recommendations
- ❖ Design basis, Data sheets, P&IDs, Engineering Drawings
- ❖ Project Cost reports
- ❖ Various types of Plan, Manuals including Disaster Management Plan
- ❖ Documentation for CCOE, Nagpur compliance
- ❖ Performance Evaluation Reports of vendors / contractors
- ❖ Lesson Leant and Project Close out reports
- ❖ Statutory documents
- ❖ Any other deliverable not mentioned here but required elsewhere in tender.
- ❖ Both hard and editable soft copies to be provided.
- ❖ Notwithstanding scope mentioned in other part of this document the Consultant will put special emphasis on followings:
 - Logistic Management
 - Health Monitoring of contracts (Periodic Report)
 - Hindrance Register

PART-5

TIME SCHEDULE

Contractual scheduled time for the PMC contract shall be 45 months (including 3 Months for Closure) from the date of Kick off Meeting.

The pipeline project is required to be commissioned as per approved schedule of the project. Therefore, The PMC would prepare detailed activity schedule for the project in consultation with IGGL at the beginning / during kick-off meeting. All efforts should be made to meet all the intermediate schedule and milestones. PMC is required to plan and put manpower and resources accordingly. PMC is required to work simultaneously on various procurement & works packages and accordingly, make strong efforts to complete the project on or before this date.

PART-6

ANNEXURE- 1

COST ESTIMATE

NAME OF PROJECT :
NAME OF PACKAGE :
ESTIMATE DATE & VALIDITY :
TYPE OF COST STIMATE :DFR / EMD / PBO
Type of Delivery : FOT / FOB
Delivery at site :Destination / Port of Shipment / Works
Currency :
Exchange Rate :
Reference & date of Exchange Rate :

1) Direct Cost:

S.NO.	ITEM/ COMPONENT (with brief specification)	Est. Qty	Est. Unit Rate	Amount

Note: 1. Cost estimates along with basis and supporting documents in the desired format of IGGL

-
2. Item-wise break up of material /equipment along with Bulks and Works cost breakup and supporting documents if required.
 3. The Cost estimates shall be submitted to IGGL 2 days prior to opening of Price Bid.

Total=

2) Indirect Costs:

- (i) Freight
 - a. Shipment :
 - b. inland :
- (ii) INSURANCE :
- (iii) TAXES (specify tax wise & its percentage) :
- (iv) DUTIES (specify duty wise & its percentage):
- (v) PACKAGING & FORWARDING :
- (vi) HANDLING CHARGES :
- (vii) OTHER ANTICIPATED COSTS :
- TOTAL

3) Total Landed Cost (1 + 2) :

4) List of Assumptions in the above cost :

5) Basis of estimation :

6) Justification/ Reasons for variation (if any) :

	Landed Cost Estimate		Percentage variation	Reasons for variation
a)	DFR	EMD		
b)	EMD	BID		
c)	BID	Actual Cost		

PMC's Costing Department

Prepared by

Reviewed by

Approved and issued by PMC Project

Manager

PBO RECOMMENDATION FROM PMC – CHECKLIST

-
1. Brief details of Bids
 - a) Bid document number and revision number
 - b) Scope of supply
 - c) Mode of tendering
 - i) In case of press tender enquiries, has the copy of NIT been sent to all the probable bidders.
 - ii) In case of limited tender enquiries, list of vendors approved.
 2. Issue of Tender
 - a) Date of invitation of bids (issue of tender)
 - b) List of Corrigenda issued
 - i) Date of issue of corrigenda
 - ii) Reason of issue of corrigenda
 - o Does the issuance of corrigendum call for change in specifications
 - o If the issues of corrigendum call for change in specification, specify the financial implication towards the change in specification.
 - iii) Does the issue of corrigenda have prior approval of IGGL?
 - c) Have any queries / clarifications been obtained from bidders (TQ /CQ)
 - i) Attach all the communication from PMC and bidder,
(1) bidder wise – issue wise
 - d) In case of Press Tender enquiries, has the copy of NIT been sent to all the probable bidders?
 - e) Has the tender been hosted on the Web?
 3. Bid due date – Techno-commercial Bid opening
 - i) As per original tender (not extended bid due date)
 - ii) Actual
 - iii) Reasons for bid due date extensions if any
 4. Bidders' response – also mention number of foreign and number of Indian bidders for each of the following:
 - a) List of bidders from whom bids were invited (in case of limited tendering)
 - b) List of bidders who submitted their bid.
 - c) List of bidders who regretted to submit their bid, specifying reasons.
 - d) List of bidders who did not respond, specifying reasons.
 - e) Number of foreign bidders
 - f) Number of Indian bidders
 - g) If case of no Indian bidder, mention reasons.
 - h) Late bids if any
 - i) Late EMD if any
 5. Is there any change in quantities as mentioned in SOR
 - a) Certificate that the quantities are final as on date
 - b) If there is any change in the quantities, give details.
 - c) If there is any change in the quantities, give the percentage variation from the SOR quantities and mention under what provisions the variations in quantities will be dealt with.
 - d) Revised cost estimate, if required.
 - e) Prior approval for change in quantities.
 6. Deviations
 - a) Technical
 - b) Commercial
 - c) Approval from IGGL for accepting any of the deviations

-
- 7. Bid evaluation (comparative Statement)**
 - a) Technical
 - b) Commercial
 - 8. Bid validity of acceptable bids**
 - 9. EMD validity of acceptable bids**
 - a) Copies of EMD of all bidders
 - 10. Recommendations with specific / discrete / explicit reasons for rejection some bid(s)**
 - 11. Final Recommendation**
 - 12. Has the cost estimate been prepared ? State the basis of the of estimation.**
 - 13. Request for material codification.**
 - 14. Enclose Original + one copy of techno-commercial bid of all bidders and approval of shortlisted vendors.**
 - 15. Fund earmarked from IGGL at the time of Purchase Requisition**
 - 16. Completion Certificate jointly signed by the PMC and Contractor shall be submitted to IGGL.**

AWARD RECOMMENDATION - CHECKLIST

1. Brief details of Bids
 - a) Bid document number and revision number
 - b) Scope of supply
 - c) Mode of tendering
2. Price Bid opening
 - (i) PBO approval on which date.
 - (ii) Date on which price bids were opened
 - (iii) Reasons for delay is more than 3 days
 - (iv) Price bid opening statement.
3. Bidders' response
 - a) List of bidders whose PBO was recommended by PMC
 - b) List of bidders whose PBO has been approved by IGGL
 - c) List of bidders who price bids were opened.
 - d) If a) and b) are not equal specify reason.
4. Is there any change in quantities as mentioned in SOR
 - a) Certificate that the quantities are final as on date
 - b) If there is any change in the quantities, give details.
 - c) If there is any change in the quantities, give the percentage variation from the SOR quantities and mention under what provisions the variations in quantities will be dealt with.
5. Itemized LANDED price comparative statement with percentage variations from the estimate
 - a) Cost Estimate as per format. (cost estimate for PBO)
 - b) In case variation in the Final Estimate Cost and Recommended cost is more than 10%, the analysis for the variation should be furnished.
6. If there is any AHR item, it should be indicated clearly with recommendations
7. In case of OEM / Proprietary item, has the latest standard rate list of the vendor been checked and indicated?
8. In case quoted rates are lower by 20% from the estimate, have the reasons been specified?
9. Bid validity of all bids recommended for price bid opening.
10. EMD validity of all bids recommended for price bid opening.
 - a) Original of EMD
11. Final Recommendation.
 - a) Award price as compared to the estimate
 - b) Inspection agency approved for 3.1.C certification.
 - c) Negotiations required if any.

ANNEXURE- 2

Format for Details of Capitalization (Line wise & terminal wise)

Name of the Project

Actual Length of Pipeline

DFR Estimate

Scheduled date of completion

Actual date of commissioning

Break up Summary of the actual cost of completion

- 1 Survey Cost

- 2 ROU
 - a Crop Compensation
 - b ROU Compensation
 - c Permanent Land Acquired

- 3 Line pipe

4 Other materials

5 PMC

6 Laying Cost

7 Owner's Expenses

8 Commissioning cost

9 Other Expenses

Enclosed:

1 Statement showing variation of actual with DFR cost alongwith reasons / remarks.

2 Commissioning certificate

Date :

Signature of EIC / Project In Charge

Guideline on Details of Capitalization (Line wise & Terminal wise)

	Break up Summary of the actual cost of completion	
1	Survey Cost	Line wise, State wise Survey costs along with liability if any. In case of bifurcation of common costs amongst different sizes of the pipelines, the basis of allocation along with allocated costs may also be given.
2	ROU	
	a Crop Compensation	Line wise, State wise village wise Crop compensation awarded, disbursed, compensation still to be decided, reconciliation of the amount given to CA, disbursed, yet to be disbursed, balance available along with bank certificate for balance to be enclosed and reconciliation with amount appearing in system / SAP to be enclosed.
	b ROU Compensation	Line wise, State wise village wise ROU compensation awarded, disbursed, compensation still to be decided, reconciliation of the amount given to CA, disbursed, yet to be disbursed, balance available along with bank certificate for balance to be enclosed and reconciliation with amount appearing in system / SAP to be enclosed.
	c Permanent Land Acquired	Line wise, State wise village wise Land acquired, Area of the land, whether freehold or leasehold, term of the lease, amount paid, balance yet to be paid with details of one time payment and / or periodic payments made / to be made is to be enclosed and reconciliation with amount appearing in system / SAP to be enclosed.
3	Line pipe	size wise, spread wise line pipe including coating cost information (Quantitative as well as Amount) paid, liability provided with material reconciliation including pipes issued, consumed, balance surplus, transferred from / to other sites, damaged (if any), allowable wastage, recovery to be made from

		contractor, retention made may be given. Reconciliation with system / SAP to be enclosed.
4	Other materials	With reference of system / SAP document nos, reconciliation showing material transferred from/to other sites, consumed, balance with contractors or in IGGL / PMC custody, returned to stores, damaged / lost if any.
5	PMC	Details of PMC cost including liabilities as on date of closing of account reconciled with system / SAP figures, separately for each size of the pipeline. Bifurcation of PMC cost for different size wise pipelines, Terminals, Telecoms, Scada, Cathodic Protection, the basis of allocation and amount allocated may be given.
6	Laying Cost	Laying cost reconciled with system / SAP, Spread wise including extra works, AHR Items, Substituted Items, PRS and other costs, bifurcated size wise pipeline and other costs for Terminals, Telecom, Scada & Cathodic Protection along with basis of allocation, if divided common costs, may be given.
7	Owner's Expenses	Details of Owners Expenses including liabilities on the date of closing of accounts reconciling with system / SAP figures separately for each size of pipeline should be given. Further bifurcation into pipeline, terminals, Telecom, Scada, CP may be given along with basis of allocation.
8	Commissioning cost	Quantity and Value of Gas vented and other costs, if any during commissioning along with details of working should be given
9	Other Expenses	Other expenses not included above along with

		nature of expenses, details and bifurcation with basis if any

- 10 Taxes and Duties included in the above costs may be separately indicated.

- 11 Statement showing variation of actual with DFR cost along with reasons / remarks may be given.

- 12 A copy of the commissioning certificate in the format enclosed may be enclosed.

FORMAT FOR CAPITALIZATION CERTIFICATE

IGGL, PROJECT DEPARTMENT

GUWAHATI

REF NO.:

DATE

CERTIFICATE FOR DATE OF COMMERCIAL USE

(For the purpose of capitalization of the pipeline)

This is to certify that ___inch x ___ km long pipeline from _____ to _____ for supplying Natural Gas to M/s _____ has been laid and mechanically tested. The pipeline has been commissioned on _____ and is ready for commercial use.

The above declaration is however, without prejudice to any of the rights of the contractors/ suppliers concerned as stipulated in the various contracts/ purchase orders.

(Project- In Charge)

ANNEXURE- 3

Format for Bio data

Paste Photograph Here

1.	Name																			
2.	DOB																			
3.	Place of Birth																			
4.	Nationality																			
5.	Contact Details, Phone No., Email																			
6.	Languages Know (Read, Write, Speak)																			
7.	Educational Qualifications																			
8.	Professional Qualifications																			
9.	Affiliations to Professional Bodies																			
10.	Professional Experience																			
	<table border="1"><thead><tr><th><u>Organization</u></th><th><u>From</u></th><th><u>To</u></th><th><u>Years</u></th><th><u>Position</u></th><th><u>Responsibilities</u></th></tr></thead><tbody><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></tbody></table>	<u>Organization</u>	<u>From</u>	<u>To</u>	<u>Years</u>	<u>Position</u>	<u>Responsibilities</u>													
<u>Organization</u>	<u>From</u>	<u>To</u>	<u>Years</u>	<u>Position</u>	<u>Responsibilities</u>															
11.	Computer & Software's Proficiency																			
12.	Any Other Information:																			

SECTION VB
PAYMENT TERMS AND SPECIAL CONDITIONS OF
CONTRACT

SECTION-VB

1.0 DEFINITIONS

In addition to meaning ascribed to certain capitalized terms in Section III “GCC” of IGGL, following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in Section III “GCC” of GAIL, the meaning ascribed to such term hereunder shall prevail:

○ **Definitions**

“*Bid / Tender Documents*” shall mean documents issued to the bidder pursuant to IFB and listed in ITB.

“*Effective Date*” shall mean the date on which Contractor’s obligations will commence and that will be date of Fax of Intent (FOI).

○ **Interpretations / Amendments from GCC:**

- (i) Where any portion of the GCC is repugnant to or at variance with any provisions of Part B of Section V, then, unless a different intention appears, the provisions of the Part B of Section V shall be deemed to govern the provisions of the GCC and provisions specified in Part B of Section V shall prevail to the extent of such repugnancy, or variations exist.
- (ii) In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- (iii) Notwithstanding the sub-division of the Contract Documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Agreement so far as it may be practicable to do so.
- (iv) All headings, subtitles and marginal notes to the clauses of the GCC, Part B of Section V or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
- (v) Refer Article 3.6.1 of ‘GCC’: Contract Performance Bank Guarantee (CPBG) shall be valid for 24 Months plus 03 months after the completion of the contract. Completion certificate will be issued by Engineer –in-Charge of Owner on the acceptance of close out report as submitted by Consultant.
- (vi) Refer Article 3.8 of ‘GCC’: Prices shall be as per the SOR. Statutory variation in GST, if any, within the contractual completion period shall be borne by IGGL. However, any increase in GST beyond the contractual completion period shall be borne by the consultant. Any decrease in the rate of taxes and duties shall be passed on to the employer. No variation in taxes duties or levies other than GST shall be payable.

2.0 TERMS AND MODE OF PAYMENT

The terms and mode of payment shall be as per Article 3.5.3.3 of GCC (Section III) as per details given below:

PAYMENT TERMS & MODE OF PAYMENT

- a. All the relevant clauses of GCC, ITB & SCC shall be applicable.
- b. Payment shall start only after signing of Contact Agreement & Receipt of Contract –cum- Performance Bank Guarantee as per Tender document.
- c. MILESTONE PAYMENT FORMULA (as per weightage defined above and SOR).

Engineering PMC (From Home Office).

Applicable for Engineering (from Home Office) part of SOW of PMC for Ph-1 and Ph-II.

(Refer Annexure-# below)

ANNEXURE

- #

Engineering PMC (From Home Office)

Applicable for Engineering (from Home Office) part of SOW of PMC for Ph-1 and Ph-II.

Engineering PMC (From Home Office)

Applicable for Engineering (from Home Office) part of SOW of PMC for Ph-1 and Ph-II.

<i>Sl.</i>	<i>Description</i>	<i>% Payment</i>	<i>% Cumulative Payment</i>
<i>A</i>	<i>Engineering</i>		<i>8</i>
1	Completion of HAZOP Study along with Submission of Final P&IDs & HAZOP Closure report	1	1.00
2	Finalization of Tender document for Geotechnical, hydrological & Topological surveys.	0.75	1.75
3	Design, detailed engineering and finalisation of Tender Document for Scrapper Traps, Flow Tee and Insulating joint.	0.75	2.50
4	Design, detailed engineering and finalisation of Tender Document for Power Source, power distribution system etc.	0.75	3.25

5	Design, detailed engineering and finalisation of Tender Document for SCADA System.	0.75	4.00
6	Design, detailed engineering and finalisation of Tender Document for Telecom System.	0.75	4.75
7	Design, detailed engineering and finalisation of Tender Document for Metering Systems.	0.75	5.50
8	Finalization of Material Take-off (MTO) for Assorted pipes.	0.75	6.25
9	Finalization of Material Take-off (MTO) for Fittings, Flanges, Valves.	0.75	7.00
10	Finalisation of any other package / system / facility (including design, detailed engineering, tender document etc.) not covered above under 'Engineering' but required for completion of the Project as per scope of work in all respect.	1	8.00
B	<i>Planning & Scheduling</i>		2
11	Finalisation of Level -3 Internal Schedule.	0.25	8.25
12	Finalisation and Submission of List of Milestones for Internal Monitoring & Ministry Monitoring	0.25	8.5
13	Finalisation of Level-3 Ministry Schedule as per MMC requirement	0.25	8.75
14	Finalization of Project Execution Plan/ Methodology	0.25	9
15	Finalization of WBS structure	0.25	9.25
16	Submission of Organogram for Project Office & Construction site along with deployment of manpower	0.25	9.5
17	Any other planning, scheduling, monitoring, reporting etc. not covered above under 'Planning & Scheduling' but required during execution of the Project.	0.5	10
C	<i>Tendering</i>		10
18	Issue & Publication of NIT for Geotechnical, Hydrological & Topological surveys	0.5	10.5
19	Issue & Publication of NIT for Procurement of Scrapper Traps, Flow Tee and Insulating joint.	0.75	11.25
20	Issue & Publication of NIT for Procurement of Power Source	0.75	12
21	Issue & Publication of NIT for SCADA System	0.75	12.75
22	Issue & Publication of NIT for Telecom System	0.5	13.25

23	Issue & Publication of NIT for Procurement Metering System	0.75	14
24	Issue & Publication of NIT for Procurement of Assorted Pipes	0.5	14.5
25	Issue & Publication of NIT for Fittings, Flanges, Valves	0.5	15
26	Submission of PBO recommendations and approval for Geotechnical, Hydrological & Topological surveys.	0.75	15.75
27	Submission of PBO recommendations and approval for Scrapper Traps, Flow Tee and Insulating joint	0.75	16.5
28	Submission of PBO recommendations and approval for Procurement of Power Source	0.5	17
29	Submission of PBO recommendations and approval for SCADA System	0.5	17.50
30	Submission of PBO recommendations and approval for Telecom System	0.5	18
31	Submission of PBO recommendations and approval for Procurement Metering System	0.5	18.5
32	Submission of PBO recommendations and approval for Assorted pipes	0.75	19.25
33	Submission of PBO recommendations and approval for Fittings, Flanges, Valves	0.5	19.75
34	Issue & Publication any other NIT, submission of PBO recommendations, approvals etc for any job not covered above under 'Tendering' but required for completion of Project as per Scope of work in all respect.	0.25	20.00
D	Ordering		12
35	Submission of Award/ Order Placement recommendations and approval for Geotechnical, Hydrological & Topological surveys	0.25	20.25
36	Submission of Award/ Order Placement recommendations and approval for Procurement of Scrapper Traps, Flow Tee and Insulating joint	1.5	21.75
37	Submission of Award/ Order Placement recommendations and approval for Power source	0.5	22.25

38	Submission of Award/ Order Placement recommendations and approval for SCADA System	0.5	22.75
39	Submission of Award/ Order Placement recommendations and approval for Telecom System	0.5	23.25
40	Submission of Award/ Order Placement recommendations and approval for Metering System	1.5	24.75
41	Submission of Award/ Order Placement recommendations and approval for Assorted Pipes	0.75	25.50
42	Submission of Award/ Order Placement recommendations and approval for Fittings, Flanges, Valves	1.5	27.00
43	Submission of Draft LOA, Loading of PR/SR in SAP/or the Software of IGGL & placement of Order for Geotechnical, Hydrological & Topological surveys	0.25	27.25
44	Submission of Draft LOA, Loading of PR/SR in SAP /or the Software of IGGL & placement of Order for Procurement of Line Pipes & Coating	0.5	27.75
45	Submission of Draft LOA, Loading of PR/ SR in SAP /or the Software of IGGL & placement of Order for Procurement of Mainline Valves	0.25	28.00
46	Submission of Draft LOA, Loading of PR/ SR in SAP /or the Software of IGGL & placement of Order for Procurement of Scrapper Traps, Flow Tee and Insulating joint	0.25	28.25
47	Submission of Draft LOA, Loading of PR/ SR in SAP/or the Software of IGGL & placement of Order for Pipe Laying & Composite Works	0.5	28.75
48	Submission of Draft LOA, Loading of PR/ SR in SAP /or the Software of IGGL & placement of Order for Power source	0.5	29.25
49	Submission of Draft LOA, Loading of PR/ SR in SAP /or the Software of IGGL & placement of Order for SCADA System	0.5	29.75
50	Submission of Draft LOA, Loading of PR/ SR in SAP /or the Software of IGGL & placement of Order for Telecom System	0.5	30.25

51	Submission of Draft LOA, Loading of PR/ SR in SAP/or the Software of IGGL & placement of Order for Metering System	0.5	30.75
52	Submission of Draft LOA, Loading of PR/ SR in SAP /or the Software of IGGL & placement of Order for Assorted Pipes	0.5	31.25
53	Submission of Draft LOA, Loading of PR/ SR in SAP /or the Software of IGGL & placement of Order for Fittings, Flanges, Valves	0.5	31.75
54	Submission of Award / Order Placement recommendations and approval, Submission of Draft LOA, Loading of PR/ SR in SAP /or the Software of IGGL & placement of Order for any other item / system not covered above under 'Ordering' but required for completion of Project as per Scope of work in all respect.	0.25	32.00
<i>E</i>	<i>Inspection, Expediting, Manufacturing & Delivery</i>		25
55	Approval of Drawings / Documents for commencement of manufacturing for Line pipes & Coating	0.75	32.75
56	Approval of Drawings / Documents for commencement of manufacturing for Mainline Valves	0.75	33.50
57	Approval of Drawings / Documents for commencement of manufacturing for Scrapper Traps, Flow Tee & Insulating joint	0.75	34.25
58	Approval of Drawings / Documents for Pipe laying & Composite works	1.00	35.25
59	Approval of Drawings / Documents for commencement of manufacturing for Power Source.	0.5	35.75
60	Approval of Drawings / Documents related to SCADA System for commencement of manufacturing.	0.5	36.25
61	Approval of Drawings / Documents related to Telecom System for commencement of manufacturing.	0.5	36.75
62	Approval of Drawings / Documents for commencement of manufacturing for Metering Systems	0.50	37.25

63	Approval of Drawings / Documents for commencement of manufacturing for Assorted Pipes	0.35	37.60
64	Approval of Drawings / Documents for commencement of manufacturing for Fittings, Flanges, Valves	0.5	38.10
65	Finalization of Geotechnical, Hydrological & Topological surveys Reports	0.5	38.60
66	Inspection of Line Pipe, Mainline Valves, SCADA System, Telecom System, Metering System and other procurment as above.	3.0	41.60
67	Approval of drawings /documents for commencement of manufacturing, Inspection, expediting for any other items not covered above under 'Inspection, Expediting, Manufacturing & Delivery' but required for completion of Project as per Scope of work in all respect.	0.4	42.00
68	25 % Delivery at designated dumpsite / construction site store for coated Pipes	0.75	42.75
69	50 % Delivery at designated dumpsite / construction site store for coated Pipes	0.75	43.50
70	75 % Delivery at designated dumpsite / construction site store for coated Pipes	0.75	44.25
71	100 % Delivery at designated dumpsite / construction site store for coated Pipes	0.75	45.00
72	Delivery complete at designated dumpsite / construction site store for Mainline Valves	1.5	46.50
73	Delivery complete at designated dumpsite / construction site store Scrapper Traps, Flow Tee & Insulating joint	1.5	48.00
74	Delivery, installation & commissioning complete for Power Source.	1.5	49.50
75	Delivery, installation & commissioning complete for SCADA System	1.5	51.00
76	Delivery, installation & commissioning complete for Telecom System	1.5	52.50
77	Delivery complete at designated construction site store for Metering Package	1.5	54.00
78	Delivery complete at designated construction site store for Assorted Pipes	1.5	55.50

79	Delivery complete at designated construction site store for Fittings, Flanges, Valves	1.5	57.00
F	<i>Detailed Engineering (D.E.) during Construction & Commissioning</i>		38
80	Complete Mobilisation of Consultant Manpower at Site as per IGGL agreed manpower requirement & Submission of Organogram	2.5	59.50
81	D.E. and expediting from HO for Cumulative Construction Progress upto 10 %	1.5	61.00
82	D.E. and expediting from HO for Cumulative Construction Progress upto 25 %	1.5	62.50
83	D.E. and expediting from HO for Cumulative Construction Progress upto 40 %	1.5	64.00
84	D.E. and expediting from HO for Cumulative Construction Progress upto 50 %	1.5	65.50
85	D.E. and expediting from HO for Cumulative Construction Progress upto 75 %	1.5	67.00
86	D.E. and expediting from HO for Cumulative Construction Progress upto 85 %	2.5	69.50
87	D.E. and expediting from HO for Cumulative Construction Progress upto 100 %	2.5	72.00
88	Submission of Mechanical Completion certificate	2.5	74.50
89	Commissioning & Gas In for Pipeline System and submission of Commissioning certificate	2.5	77.00
90	Commissioning & Gas In for all Stations & Terminals	2.5	79.50
91	Accurate Cost Estimate for all Purchase orders and Work orders	2.0	81.50
92	Submission of all PO Closure statements	2.0	83.50
93	Submission of all WO closure statements	1.5	85.00
94	Acceptance of all PO Closure Statements prepared by Consultant	1.5	86.50
95	Acceptance of all WO Closure Statements prepared by Consultant	1.5	88.00
96	Submission of Performance Cards of all vendors	1.0	89.00
97	Submission of Performance Cards of all contractors	1.0	90.00
98	Handover of list of surplus and Non-generation of Surplus material beyond 3 %.	2.0	92.00
99	Handover of complete Material Reconciliation in SAP or in IGGL's software to IGGL	3.0	95.00

<i>G</i>	<i>Project-Close out</i>		<i>5</i>
100	Project Closeout and submission of project Closure Report	5	100.00
	Total	100	

<u>Further break down of row no. 66</u>	
Inspection of:	% Payment
Line Pipe	1.00
Mainline Valves	0.5
Scraper, Traps, Flow Tee & Insulating Joint	0.2
Power Source	0.2
SCADA System	0.3
Telecom System	0.2
Metering System	0.2
Assorted Pipes	0.2
Fittings, Flanges, Valves	0.2
Total =	3.00

Notes:

1. The price break up as given above shall form the basis of payment of progressive bills on pro-rata basis to the contractor.
2. IGGL shall have the right to alter and finalize the proposed schedule if in their opinion the break up as submitted by the contractor is not considered proportionate with the cost of individual items.
 - d. The Contractor shall raise monthly invoices for the man months during the project management period with required documents including time sheets of the man months/ man power deployment details etc. Payment shall be limited to the ceiling as quoted in SL. No. 2 of Price Schedule (SOR) of the bid document. IGGL may audit or cause to be audited the invoices, man months booking and related accounting and other records, before or after release of payments.
 - e. The consultant shall submit cenvatable invoice, including breakup of service tax to enable IGGL to avail Cenvat Credit.
 - f. The PMC shall be responsible to submit the invoices through IGGL Bill Watch System (BWS) or such system if any and retain a receipt on submission. Owner shall Endeavour to release payments within 30 days for the bills raised by the PMC through e-banking.

Paying Authority: The Paying Authority will be CFO, IGGL or IGGL authorized representative, Guwahati, Assam.

Deduction at Source:

- i) Owner will release the payment to the Consultant after effecting deductions as per applicable law in force.
 - ii) Owner will release payments to the Consultant after offsetting all dues to the Owner payable by the Consultant under the Contract.
3. Invoice with original supporting documents duly countersigned by Consultant's representative / engineers wherever applicable will be submitted once in a month by the contractor (between 1st to 15th of the month for the work done in preceding month) and payment shall be made within 30 (thirty) calendar days from the date receipt of invoice at the IGGL office, Guwahati.

The original invoice should also accompany the following document/details.

 - a. Along with first invoice:

Following documents/details should be invariably furnished along with the first invoice:

 - a) Copy of valid GST registration certificate.
 - b) Particulars required for making payments through Electronic Payment Mechanism' in accordance with clause on 'MODE OF PAYMENT' appearing in Annexure – I (i.e. 'Instruction to bidders') of bid document.
 - c) Moblie no. (Optional)
 - d) E-mail ID

b. Periodical/ Monthly Payment:

- a) Tax invoice as per relevant GST rules, in original and duplicate.
- b) Insurance policies (As applicable)
- c) Details of statutory payment like PF, ESI, and EPF etc. (as applicable).
- d) Undertaking by the Contractor regarding compliance of all statutes.
- e) Certification by the contractor stating that labour has been paid less than minimum wages. (As applicable).
- f) Copy of Time Sheet/ DPRs with summary showing non-operating period, operational period, idle period, breakdown of equipment, non-deployment, short deployment etc. (if any) any reasons thereof. (As applicable).
- g) Attendance Sheet (How many person on board) Manpower deployment sheet showing non deployment /short deployment etc. (if any) and reasons thereof. (As applicable).
- h) Any other documents specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the Contract.
- i) NEFT payments, insurance scheme.

3.0 PERFORMANCE EVALUATION

The performance of Consultant to whom the award is placed shall be evaluated right from submission of bid till the final completion, as per format of IGGL.

4.0 ORDER OF PRECEDENCE

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

- (i) Letter of Acceptance / Contract Agreement.
- (ii) Fax / Letter of Intent / Fax of Acceptance.
- (iii) Instruction to Bidders
- (iv) Special conditions of contract
- (v) Scope of Consultants Services
- (vi) General Conditions of Contract.

SECTION-VI

PRICE SCHEDULE

To be submitted by bidder as an SOR attachment

Price Performa for PMC

Total CONTRACT PRICE including GST

SCHEDULE OR RATES (SOR)

SCHEDULE OF RATES (SOR)							
<u>For Ph-I and Ph-II of IGGL Project as per SOW</u>							
<u>ENGINEERING (Home Office) & PROJECT MANAGEMENT (Site Office)</u>							
SOR Sl. No.	Description	UOM	QTY	Unit Price (In Rs.) (In figures)	Unit Price (In Rs.) (In Words)	Total Price (In Rs.) (In figures)	Total Price (In Rs.) (In Words)
(1)	(2)	(3)	(4)	(5)	(5a)	(6)	(6a)
1.0	Total Fees for Project Management Consultancy Services for Parent office works, Home office, Construction & Field Works as described in Scope of Work and other sections of tender document						
1.1	Total fees for PMC Services towards engineering of Pipeline Projects of IGGL Ph-I & Ph-II (as defined in SOW & SCC) Engineering at home office: (Assistance for Statutory Permissions / NOCs, Basic Engineering Process Design Basis, Detail Engineering (Tendering & Bid Evaluation Sstage/Ordering, Manufacturing & Delivery,	Lumpsum	1	X	x	x	x

	Construction)							
1.2	Charges for Extra Work in Home Office, if any, with prior approval from of IGGL.	Man-hour	2000	X	x	x	x	x
2.0	Project Management (Site Supervision/ Base Support etc.)	Estimated Man-Month	3000	X	x	x	x	x
Total Amount excluding GST (in Rs.)								X
Rate of GST (in %)				in %				X
GST in Amount (Rs.)				In Rs.				X
Total Amount including GST (in Rs.)								X

NOTES

1. Bidder to fill all the "X" marked cells.
2. The total lump-sum cost indicated at Cost at Sl.No.1 above of SOR shall be considered as the total lump-sum cost for the given scope of work/services.
3. The payment for 1) Engineering component shall be made on completion of respective activities given. The weightages for these envisaged components for engineering part is as per clause 6.0 of SOW& SCC.
4. The payment for 2) Project management component shall be made for actual man months worked / spent. The man months considered are not inclusive travel time. Man day shall not be payable for travel time.
6. The man month includes requirement of individual discipline engineers as well as safety officer/ engineer.
7. Man-month rate indicated above is all inclusive of rate including but not limited to the following:
 - Goods & Service tax :The bidder to indicate the applicable rate of GST X % and the Service Accounting Code (SAC).

8. However, due to extension in project schedule, if required, man-month for only project management activities (Sl. No.2 above) can be extended after mutual agreement. In such eventuality, PMC shall submit the proposal in advance and obtain approval from IGGL for additional man-months.

SECTION-VII

ATTACHMENTS

PROFORMA FOR CONTRACT AGREEMENT

AGREEMENT for " _____ " (hereinafter called the "Job") made on _____ day of _____, 2010 between M/s. _____, hereinafter called the "CONSULTANT" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the IGGL hereinafter called "IGGL" (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

IGGL being desirous of having provided for execution of certain work mentioned, enumerated or referred to in the LOA including Completion Schedule of job has called for proposal.

- A. The CONSULTANT has examined the Job specified in Bid Document of IGGL and has satisfied himself by careful examination before submitting his proposal as to the nature of the Job and local conditions, the nature and magnitude of the Job, the availability of manpower and materials necessary for the execution of Job and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in LOA or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference's to or with the execution and completion of the Job to be carried out under the Agreement, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the completion of the Job and which might have included him in making his proposal.
- B. The LOA including Completion Schedule of Job and Letter of Acceptance of proposal form part of this Agreement though separately set out herein and are included in the expression Agreement wherever herein used.

AND WHEREAS

IGGL accepted the bid of the CONSULTANT for the provision and the execution of the said Job at the values stated in bid and finally approved by IGGL upon the terms and subject to the conditions of Agreement.

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

- 1. In consideration of the payment to be made to the CONSULTANT for the Job to be executed by him the CONTRACTOR hereby covenants with IGGL that the CONSULTANT shall and will duly provide, execute and complete the said Job and shall do and perform all other acts and things in the Agreement mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Job and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.
- 2. In consideration of the due provision execution and completion of the said Job, IGGL does hereby agree with the Agreement that IGGL will pay to the CONSULTANT the respective amounts for the Job actually done by him and approved by IGGL at the amount specified in this LOA, such payment to be made at such time in such manner as provided for in the Agreement and LOA.

In witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for

Signed and Delivered for

and on behalf of **IGGL**

M/s IGGL

Date : _____

Place: _____

and on behalf of

M/s _____

Date : _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

1. _____

2. _____

PERFORMANCE EVALUATION

- 1.1 IGGL follows a system of performance evaluation of vendors and contractors to monitor and ensure the timely and smooth completion of supplies, execution of Contracts, and maintenance of quality standards. The basic objective is to recognize and develop reliable vendors and contractors who consistently meet or exceed expectations and requirements of IGGL with respect to timely receipt of supplies, completion of work and services and the quality specifications, standards. Vendors and contractors whose performance is not found satisfactory will be debarred from future business with IGGL.
- 1.2 All the suppliers and contractors working with IGGL will be evaluated based on the parameters defined in the 'Performance Rating Data Sheet' as per enclosed Annexure-1 of this Attachment.
- 1.3 The evaluated rating may be falling in any of the following category depending upon the scoring of points in various parameters:
 - Very good
 - Good
 - Fair
 - Poor
- 1.4 In case, a vendor / contractor is not able to achieve a minimum scoring of 60% points in the given parameters individually and collectively for all parameters i.e. with poor rating shall be put on "holiday" for a period of 1 to 3 years depending upon the nature of failure on their part in performance and such vendors and contractors will not be allowed to participate in business with IGGL for the holiday-period.
- 1.5 The vendors and contractors will be 'blacklisted' for submitting forged documents in respect of experience, turnover and any other requirements forming the basis for pre qualifying / eligibility criteria irrespective of their rating in the past. Such vendors & contractors will be debarred from having business with IGGL in future.

IGGL

PERFORMANCE RATING DATA SHEET

(For Projects / Consultancy Jobs)

- (i) **Project / Work Centre** :
- (ii) **Order / Contract No. & Date** :
- (iii) **Brief Description of Items** :
Works / Assignment
- (iv) **Order / Contract Value (Rs.)** :
- (v) **Name of Vendor / Contractor /** :
Consultant
- (vi) **Contracted Delivery /** :
Completion Schedule
- (vii) **Actual Delivery /** :
Completion Date

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

Remarks (if any)

Performance Rating ():**

Note:

(*) Allocation of marks would be as per enclosed instructions

(**) performance rating shall be classified as under:

Sl. No.	Range (Marks)	Rating
1.	60 & BELOW	POOR
2.	61-75	FAIR
3.	76-90	GOOD
4.	MORE THAN 90	VERY GOOD

(Signature of Authorized Signatory with Name & Designation)

INSTRUCTIONS FOR ALLOCATION OF MARKS

Marks are to be allocated as under:

1.1 DELIVERY / COMPLETION PERFORMANCE:

40 MARKS

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

1.2 QUALITY PERFORMANCE:

40 MARKS

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

40 Marks

i)	Rejection / Defects	Marks to be allocated on pro-rata basis for acceptable quantity as compared to total quantity for normal cases	10 Marks
ii)	When quality failure endangers the system integration and safety of the system.	Failure of severe nature - Moderate nature - Low severe nature	0 Marks 5 Marks 10-25 Marks
iii)	Number of deviations	1. No deviation 2. No. of deviations <=2 3. No. of deviations >2	5 Marks 2 Marks 0 Marks

1.3 RELIABILITY PERFORMANCE:

20 MARKS

A. FOR WORKS / CONTRACTS

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

B. FOR SUPPLIES

i)	Submission of order acceptance, PBG, Drawing and other documents within time	5 Marks
ii)	Attending complaints and requests for after sales service / warranty repairs and/or query / advice (up to the evaluation period)	5 Marks
iii)	Response to various correspondence and conformance to standards like ISO	5 Marks

iv)	Submission of all required documents including Test Certificates at the time of supply	5 Marks
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ATTACHMENT - III

BRIEF SUMMARY OF AGREED TERMS AND CONDITIONS

Bidder's Name: M/s.

TENDER NO: IGGL/GHY/C&P/PROJ/PMC/06-19-1 (E –TENDER NO. IGGL-100002)

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid failing which the Offer / Bid will not be considered for evaluation. Clauses confirmed hereunder should not be repeated in the Bid.

Sl.	Description	Bidder's Confirmation
1.	It is noted that deviations to terms & conditions shall lead to rejection of offer, as specified in the Bid Document.	
2.	Ensure and confirm that prices quoted in Price Schedules / Schedule of Rates (SOR), are for complete scope of work as defined in the Bid Document.	
2.1	Confirm Price Schedule / Schedule of Rates (SOR) is submitted duly filled & signed in Priced Bid.	
2.2	Confirm Un-priced (i.e. with prices blanked out) part of Sl. 2.1 above submitted in original & each copy of Un-priced bid.	
3.	Confirm that the offer shall remain valid for acceptance up to four (04) months from final Bid Due Date / Date of Opening of Bids.	
4.	Confirm that quoted prices shall remain firm, fixed and valid until completion of the contract performance.	
5.	Please confirm the quoted prices are in Indian Rupees / US\$ / Home Currency of the bidder.	
5.1	Currency of Quote is:	
6.	Confirm acceptance of Completion Period as per requirement specified in Bid Document (to be reckoned from date of Fax of Intent).	

7.	Confirm complete technical literatures / catalogues and Users reference list submitted along with offer.	
8.	Confirm acceptance of Price Reduction Schedule (PRS) for delay in completion beyond contractually agreed completion schedule as specified in the Bid Document.	
9.	Confirm that in case of delay in completion beyond contractual completion date, the invoice shall be submitted for the amount duly reduced to the extent of PRS.	
10.	Confirm in case of delay in completion beyond contractual completion date, any new or additional taxes and duties imposed shall be to Consultant's account.	
11.	Confirm acceptance of relevant terms of payment, as specified in the Bid Document.	

Sl.	Description	Bidder's Confirmation
12.	Confirm acceptance in toto of the terms & conditions contained in:	
(a)	(i) Instructions to Bidders (ITB)	
	(ii) General Conditions of Contract (GCC)	
	(iii) Special Conditions of Contract (SCC)	
	(iv) Scope of Consultancy Services & Schedule of Rates	
	(v) All other commercial documents / attachments of Bid Document	
(b)	All the terms & conditions have been indicated in this format (including annexure, if any) and have not been repeated in the bid elsewhere. It is noted that terms & conditions indicated elsewhere including any printed terms & conditions, shall not be considered by Owner.	
13.	The bidder is required to state whether any of the Directors of bidder is a relative of any Director of Owner or the Bidder is a firm in which any Director of Owner or his relative is a partner or the Bidder is a private company in which any Director of Owner is a member or Director.	

14.	All correspondence must be in English Language only.	
15.	Indicate Name & Contact No. (Telephone / Fax No.) of person(s) to whom queries, if any, are to be addressed against your bid.	
16.	Owner reserves the right to make any change in the terms & conditions of the Bid Document and to reject any or all bids including those received late or incomplete.	
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

(Signature of authorized signatory)

Name: _____

Date:

Designation:

Place:

Seal:

ENTERPRISE'S INFORMATION W.R.T. THE MICRO, SMALL AND MEDIUM**ENTERPRISES DEVELOPMENT ACT, 2006**

Bidder may be aware that a new Act "Micro, Small and Medium Enterprises Development Act 2006 (MSMED)" has come into force from 2nd October 2006, which has repeated the provisions of the old Act regarding Small Scale Industrial undertakings.

As per the MSMED Act 2006, enterprises engaged in the manufacture / production of goods or rendering / providing of services are to be classified into Micro, Small and Medium Enterprises based on the investment in plant and machinery / equipment.

The term 'Enterprises' stated in the above paragraph includes Proprietorship, Hindu undivided family, Association of persons, Cooperative Society, Partnership firms, undertaking or any other legal entity.

For ready reference, the definitions of Micro, Small and Medium Enterprises are given below:

Classification of Enterprises engaged in:

- (a) Manufacture or production of goods pertaining to any industry specified in the First Schedule to the "Industries (Development and Regulation) Act 1951" as:

Nature of Enterprise	Investment in Plant & Machinery (#)
Micro	Does not exceed INR 25 Lacs
Small	More than INR 25 Lacs but does not exceed INR 5 Crores
Medium	More than INR 5 Crores but does not exceed INR 10 Crores

- (b) Providing or rendering services:

Nature of Enterprise	Investment in Equipment
Micro	Does not exceed INR 10 Lacs
Small	More than INR 10 Lacs but does not exceed INR 2 Crores
Medium	More than INR 2 Crores but does not exceed INR 5 Crores

(#) In calculating the investment in plant & machinery, the cost of pollution control, research and development, industrial safety devices and such other items as may be specified will be excluded.

- (I) Based on the investment criterion mentioned above, Bidder to confirm whether their enterprise is a Micro / Small / Medium Enterprise as follows:

"We (Bidder) confirm that we are a Micro / Small / Medium Enterprise under the MSMED Act 2006."

(Please strike off whichever status is not applicable)

Please note that if Bidder does not provide the above confirmation in Bid Document, it will be presumed that they do not qualify as a Micro or Small or Medium Enterprise under the MSMED Act 2006.

- (II) Further, with respect to Micro and Small Enterprises, the MSMED Act 2006 defines the term 'supplier' as an enterprise which has filed a memorandum with the authority specified by the respective State Government.

If the Bidder is a micro / small enterprise and have filed a memorandum with the specified authority, please confirm the following:

"We (Bidder) are a supplier within the definition of section 2(n) of the MSMED Act _____ (Yes / No)."

If the response to above is "Yes", Bidder to provide Purchaser a copy of the 'Entrepreneurs Memorandum (EM)' filed with the authority specified by the respective State Government.

If the confirmation is not furnished in Bid Document, it will be presumed that Bidder is not a Supplier under the MSMED Act 2006. Further if the Bidder does not provide the evidence in terms of the EM, Bidder will not be considered as a Supplier.