

- TENDER REFERENCE NO: IGGL/GHY/CandP/PROJ/PMC
- Tender ID: 2019\_IGGL\_27199\_1
- WORK DESCRIPTION: HIRING OF PROJECT MANAGEMENT AND CONSULTANCY (PMC) SERVICES FOR NORTH EAST GAS GRID (NEGG) PROJECT

SL NO.	Reference Document	Clause/Article No./Page No.	Bidder's Clarification	IGGL's Response	Bidder's Response (in black colour font)/IGGL's Response to Bidder's Follow-up Query (in Red colour font)
<b>Technical Queries</b>					
1.	Scope of Work	Part 1, clause no. 1.2, Page no. 138 of 230	<p>Bidder understands that the scope of PMC Services for following pipeline are not the part of this project as they are not covered in of Phase-I &amp; Phase- II of project description details.</p> <ol style="list-style-type: none"> <li>1. Dimapur-Kohima-Imphal- 230 km</li> <li>2. Siliguri- Gangtok: 130 km</li> <li>3.</li> </ol> <p>Owner to clarify.</p> <p>Bidder requests Owner to please confirm.</p>	Already replied in Sl. No. 13 of MOM of Pre Bid Meeting	Noted.
2.	Scope of Work	Part 1, clause no. 1.2, Page no. 138 of 230	Bidder requests Owner to please confirm whether both Phase-I & II shall be executed concurrently.	Both Pipeline (Phase-I & II) shall be executed concurrently.	Noted.
3.	Scope of Work	Part 1, clause no. 1.2, Page no. 138 of 230	Source lines of 170 km is indicated in the salient details of pipeline section. Phase-I section covers five number feeder lines from ONGC Fields of Jorhat-Dimapur Section and Phase-II Covers two nos. feeder lines from Panisagar-Aartala section. Bidder requests owner to kindly provide the locations details of remaining feeder line.	Line diagram of the proposed pipeline (Phase-I & II) is attached for reference. The remaining feeder lines are not included in the tender.	Noted.
4.	Scope of Work	Part 1, clause no. 1.2, Page no. 138 of 230	Bidder requests Owner to please confirm whether connection to X-mass tree is part of this project.	X-mass tree is not a part of the project.	Noted.

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5.	Scope of Work	Project Description, Clause no 1.6.2, Page no. 139 of 230	Intermediate Pigging station (IPS) details are not indicated in the summary of station details. Bidders understands that the number of IP Station shall be selected by the PMC Consultant based on Owner recommendation.  Bidder requests Owner to please confirm.	Line diagram of the proposed pipeline (Phase-I & II) is attached for reference.	Noted.
6.	Scope of Work	Project Description Table, Clause no. 1.6.2, Page no. 139 of 230	Sectionalizing Valves (SV) with or without tap off is indicated with Option-II.  Bidder requests Owner to kindly provide both option-I & option-II details.	The methodology shall be finalized during the Kick of Meeting with successful bidder, after awarding of the contract.	Noted.
7.	General scope : Review of existing DFR/ basic engineering and Hydraulic study etc	Clause 2.0 (ii) , Page 142 of 230	Bidder requests Owner to kindly furnish the DFR report including basic engineering package.	DFR and Basic Engineering package shall be provided to the successful bidder, after awarding of the contract. The main packages are Compressor station and Pipeline along with associated facilities.	Noted.
8.	Scope of Work	Clause no. 3.2, SI no. II. , Page 143 of 230	Bidder understands that the Pipeline survey works is to be carried out by Owner itself and Pipeline route survey reports,	All the survey report and data shall be provided to the	Noted.

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			crossing drawings, auto cad copy of alignment survey alignment sheets, TP point List, soil details of pipeline route etc. shall be furnished to the successful bidder after award of works by Owner as per the clause no. Clause no. 15 (Page no. 181).  Bidder requests Owner to please confirm.	successful bidder, after awarding of the contract.	
9.	Scope of Work	Purchase, Master Vendor List, Clause 4.1, Section xiii, Page no. 148of 230	As per the referred clause master vendor list is to be prepared by PMC consultant. Bidder understands that all item wise vendor list from ONGCL/IOCL/GAIL/NRL Shall be furnished to the successful bidder after award of Job indicating size and range of the applicable items.  Bidder requests Owner to please confirm.	The methodology shall be finalized during the Kick of Meeting with successful bidder, after awarding of the contract.	Noted.
10.	Scope of Work	Clause no. 3.2 (iv), HDD crossings, Page 143 of 230	Bidder request Owner to kindly arrange to provide us the Major HDD crossings (RIVER/ RAILWAY/ HIGHWAY) list.	Line diagram of the proposed pipeline (Phase-I & II) is attached for reference.	Noted.
11.	Instructions to Bidders	Clause no. 12.5, Page no. 30 of 120	Bidder requests owner to kindly modify the clause as below:  Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to	Tender condition prevails	Noted.

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			variation on any account. <i>However In case of any delay not solely attributable to consultant, price Prices quoted by the Bidder will subject to an escalation of @ 8% per annum compounded annually.</i> 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	Price Schedule	Schedule of Rates (SOR)	Bidder understands that number of Man-hours & Man-Months specified under SOR item no. 1.2 & 2.0 respectively are indicative only and if required number of Man Hours & Man Month can be increased after mutual agreement between Consultant & Owner.  Bidder requests Owner to please confirm.	Man-hours & Man-Months specified under SOR item no. 1.2 & 2.0 respectively are indicative only. If required, Man Hours & Man Month can be increased, after mutual agreement between Consultant & Owner.	Noted.
13	Price Schedule	Schedule of Rates (SOR)	Bidder understands that the Price quoted under the SOR shall be valid for the duration of contract as per tender document i.e. 45 months from NOA and in case of delay in	Already replied in Sl. No. 39 of MOM of Pre Bid Meeting	Noted.

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			<p>the project schedule for the reasons not solely attributable to consultant, an escalation @ 8% per annum compounded annually shall be applicable on the quoted price submitted by bidder in the SOR.</p> <p>Bidder requests Company to please confirm.</p>		
14	General Conditions of Contract	Resolution of disputes / Arbitration ARTICLE 3.9.2, Page no. 89 of 230	<p>Bidder requests owner to kindly modify the clause as below:</p> <p>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 <i>who shall be mutually appointed by the parties as per the provisions of Arbitration and Conciliation Act, 1996 as amended from time to time.</i></p> <p><del>IGGL shall suggest a panel of three independent and distinguished persons to the other party (Consultant) to select any</del></p>	Tender condition prevails	<p>All the JV partners of IGGL being Central PSU, any dispute with another PSU or government organization is proposed to be mutually resolved through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE (GM)/ FTS-1835 dated 22-05-2018, a procedure laid down by the Government of India.</p> <p>Accordingly, Bidder requests IGGL to reconsider and confirm acceptance to the modification proposed at S. No. 29 herein below.</p> <p><b>IGGL's reply: The tender conditions prevail. However, the arbitration case</b></p>

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			<p>one among them to act as the sole Arbitrator.</p> <p><del>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</del></p>		shall be treated as per prevailing DPE guidelines in case of the contract with Government Agency or PSU.
15	General Conditions of Contract	Suspension of the Performance of Duties & Services ARTICLE 3.11.5, Page no. 89 of 230	<p>Bidder requests owner to kindly modify the clause as below:</p> <p>In case of suspension of work by consultant on IGGL's request for more than 10 days, demobilization and remobilization charges <i>and idling charges for man-power and machinery during the period of suspension, if any</i>, will be paid to consultant as per Schedule of Rates.</p>	Tender condition prevails	<p>BIDDER once again requests IGGL to consider the proposed modification in the existing clause to cater to any such situation for no fault of the Bidder. Also IGG is requested to make necessary modification in the SOR to serve the purpose.</p> <p><b>IGGL's reply: Tender condition prevails.</b></p>
16	General Conditions of Contract	Suspension of the Performance of Duties & Services	As per the referred clause demobilization and remobilization charges shall be paid to the consultant as per the Schedule of Rates. However as per the Section -VI " Price	Tender condition prevails	As per the tender condition while it is in principle agreed by IGGL to pay for the demob/remob charges, the same are not reflected in the SOR. IGGL is

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		ARTICLE 3.11.5, Page no. 91 of 230	Schedule" there is no such provision for submission of such rates in SOR.  Bidder request Owner to kindly update the Price Schedule SOR accordingly.		requested to kindly make suitable modification in the SOR.  IGGL's reply: Tender condition prevails.
17	General Conditions of Contract	Price Reduction Schedule, ARTICLE 3.12.2, Page no. 91 of 230	Bidder requests owner to kindly modify the clause as below:  "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."	Tender condition prevails	Noted.

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18	General Conditions of Contract	Liabilities, ARTICLE 3.15 Page no. 92 of 230	<p>Bidder requests owner to kindly modify the clause as below:</p> <p>"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 <i>for the reasons solely attributable to the Consultant.</i>"</p>	Tender condition prevails	<p>BIDDER once again requests IGGL to consider the proposed modification in the existing clause.</p> <p><b>IGGL's reply: Tender condition prevails.</b></p>
19	General Conditions of Contract	Force Majeure, ARTICLE 3.19, Page no. 93 of 230	<p>Bidder requests owner to kindly modify the second Para of the clause as below:</p> <p>"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 and consultant have reserves the right to cancel the Contract and the provisions governing termination stated under Article 3.16 shall apply</p>	Tender condition prevails	<p>BIDDER once again requests IGGL to reconsider the proposed modification in the existing clause.</p> <p><b>IGGL's reply: Tender condition prevails.</b></p>



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20	Section – IV Forms & Format	F-2 Bid Form, page no. 101 of 230	<p>Bidder requests owner to kindly modify the last Para of the form as below:</p> <p><del>“We understand that Bidding Document is not exhaustive and any action and / activities 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.”</del></p>	Tender condition prevails	<p>BIDDER once again requests IGGL to reconsider the proposed modification in the existing clause.</p> <p><b>IGGL's reply: Tender condition prevails.</b></p>
21	Section – IV Forms & Format	F-21 Indemnity Bond, page no. 131 of 230	<p>Bidder requests owner to kindly modify the Para (i) of the form as below:</p> <p><del>“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</del></p>	Tender condition prevails	<p>BIDDER once again requests IGGL to reconsider the proposed modification in the existing clause.</p> <p><b>IGGL's reply: Tender condition prevails.</b></p>

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			employees and Directors including Independent Directors has been made party until now or here-in-after"		
22	New Clause	New Clause	<p>Bidder requests owner to kindly add the following new clause in the tender as below:</p> <p>"In the event of any claim, action, demand, or any proceedings whatsoever being invoked by vendor(s), contractor(s), bidder(s), or prospective bidder(s) of IGGL against IGGL arising out of or in relation to or consequent upon this Contract or engagement of such vendor(s) or contractor(s), bidder(s), or prospective bidder(s), CONSULTANT shall provide all the necessary assistance including recommendation (except on legal issues) until a period of 6 months after the expiry of DLP period on mutually agreeable rates.</p> <p>IGGL undertakes to hold CONSULTANT harmless and indemnified from any claim, action, demand, or any proceeding whatsoever invoked by vendor(s), contractor(s), bidder(s), or prospective</p>	New clause cannot be included	<p>This being a consultancy assignment, BIDDER once again requests IGGL to reconsider the proposed modification in the existing clause.</p> <p>IGGL's reply: New clause cannot be included.</p>

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			<p>bidder(s) of IGGL against CONSULTANT arising out of or in relation to or consequent upon this Contract or engagement of such vendor(s) or contractor(s), bidder(s), or prospective bidder(s) and shall reimburse for all costs (including legal and incidental costs such as travel as well as man-hour costs), charges and expenses incurred by CONSULTANT in defending or settling any suit, writ or other action or proceedings by any such third party [including vendor(s), contractor(s), bidder(s), or prospective bidder(s)] in which CONSULTANT has been made or impleaded as a party/ Defendant/ or Respondent and/or for prosecuting any appeal, revision, or review in respect thereof, whether the claim, suit, writ or other action or proceedings is based on contract, quasi contract, tort of any other basis or breach of law. CONSULTANT shall give IGGL prompt written notice of any such suit or action filed against CONSULTANT and of any claim against CONSULTANT which, if paid, could result in a claim by CONSULTANT for indemnification by the IGGL. CONSULTANT shall promptly furnish to IGGL copies of all papers received</p>		

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			by CONSULTANT pertaining to any such suit or action. If requested by IGGL, Consultant shall do any and all things necessary to effect an appropriate assignment and subrogation in favour of IGGL of all CONSULTANT's rights, except against IGGL or its affiliates, arising from any suit, action or claim referred above, and shall authorize IGGL or IGGL's designated representative(s) and/ or lawyer(s) to exercise any such rights to settle or defend any such claims or take charge of any such litigation affecting CONSULTANT who shall protect the CONSULTANT'S interests as if their own."		
23	Section II	Evaluation Methodology, Clause B, S. No. 'D', Page no. 15 of 230	Bidder requests Owner to kindly delete the S. No. D i.e. "Marks to be allotted to consultant having office in GUWAHATI" as the bidders may have their offices at different cities of India, However on the award of job to successful will bidder can establish a local office for this Project in Guwahati.	Tender condition prevails	Noted.
24	Section II	Evaluation Methodology, Clause 1.4.1 &	Bidder requests Owner to kindly allow Public Sector Organizations to self certify the documents required under Bid		BIDDER once again requests IGGL to kindly confirm acceptance to the Bidder's request.

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		1.4.2, Page no. 16 of 230	Evaluation criteria & Evaluation Methodology.		IGGL's reply: Tender conditions prevail.
25	Section –III, Instruction to Bidders	Compensation for extended stay , Clause no. 33, Page no. 45 of 230	Bidder request Owner to kindly confirm the applicability of this clause as there is no reference of the same under bidding data sheet (BDS).	Compensation for extended stay is not applicable. Please refer page no. 81 (BDS)	Bidder requests IGGL to provision for such compensation, as this refers to cases that are solely attributable to Owner and no fault of the Bidder.  IGGL's reply: IGGL earlier response to the query remain unaltered.
26	Section –III, Instruction to Bidders	Compensation for extended stay , Clause no. 33.1, Page no. 45 of 230	Bidder requests owner to kindly modify the clause as below:  "In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document <del>plus a grace period equivalent to 1/5th of the time schedule or 2 1 month whichever is more,</del> 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."	Compensation for extended stay is not applicable. Please refer page no. 81 (BDS)	Bidder requests IGGL to provision for such compensation, as this refers to cases that are solely attributable to Owner and no fault of the Bidder.  IGGL's reply: IGGL earlier response to the query remain unaltered.
27	Section –III, Instruction to Bidders	Compensation for extended stay , Clause no. 33.2, Page no. 45 of 230	It is indicated in the referred Para that bidder has to specify the rate for Extended Stay Compensation on per month basis in the "PRICE PART" of his bid. However there	Compensation for extended stay is not applicable. Please refer page no. 81 (BDS)	Bidder requests IGGL to provision for such compensation in the SOR, as this refers to cases that are solely

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			<p>is no such provision in the Schedule of Rates to specify the rate for Extended Stay Compensation on per month basis.</p> <p>Bidder requests Owner to kindly arrange to provide the updated Price schedule for the same.</p>		<p>attributable to Owner and no fault of the Bidder.</p> <p>IGGL's reply: IGGL earlier response to the query remain unaltered.</p>
28	Section –III, Instruction to Bidders	AHR Items , Clause no. 41, Page no. 51 of 230	<p>Bidder understands that the considering the nature of services of the bidder, referred clause is not applicable to the consultant.</p> <p>Bidder requests Owner to please confirm.</p>	Tender condition prevails	Noted.
29	Section –III, Instruction to Bidders	Clause no. 44, Page no. 52 of 230	<p>Bidder requests owner to kindly modify the clause as below:</p> <p>“In cases of any differences, the same shall be resolved by the parties through mutual discussions and agreement, within a time period of thirty (30) days. However, if the dispute is not resolved mutually between the parties, the following shall apply for resolution of disputes:</p> <p>“In the event of any dispute or difference relating to the interpretation and application of the provisions of this Contract, such dispute or difference shall be</p>	Tender condition prevails	<p>All the JV partners of IGGL being Central PSU, any dispute with another PSU or government organization is proposed to be mutually resolved through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE (GM)/ FTS-1835 dated 22-05-2018, a procedure laid down by the Government of India.</p> <p>Accordingly, Bidder requests IGGL to reconsider and confirm acceptance to the modification proposed at S. No. 29 herein below.</p>

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			<p>taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE (GM)/ FTS-1835 dated 22-05-2018. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator. The Arbitrator shall give reasons for the award"</p> <p>The services under this contract shall be continued during the arbitration proceedings, unless otherwise agreed in writing by parties or unless it is proved that the services cannot possibly be continued during the arbitration proceedings."</p>		<p>IGGL's reply: The tender conditions prevail. <b>However, the arbitration case shall be treated as per prevailing DPE guidelines in case of the contract with Government Agency or PSU.</b></p>
30	General Conditions of Contract	Liabilities, ARTICLE 3.15, Page no. 92 of 230	<p>Bidder understands that the maximum overall liability limit of the consultant for all guarantees, warranties, liquidated damages and other liabilities of whatsoever nature, whether expressed or implied, shall be limited to 10% of the contract value.</p> <p>Bidder requests Owner to please confirm.</p>	Already replied in Sl. No. 8 of MOM of Pre Bid Meeting	Noted.

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31	Section – VA, Scope of Work	Clause no. 13.0 (xvi), page no. 178 of 230	<p>Bidder requests owner to kindly modify the clause as below:</p> <p>“PMC’s primary responsibilities, however not limited to, for arbitration cases till the final award of arbitration :</p> <p>a. Examining &amp; providing reply of claims etc.</p> <p>b. Participation in arbitration proceedings, &amp; <i>Consultant man-day/ travel cost for the same shall be paid by Owner at Actuals. Further, the assistance shall be provided up to the completion of Defect Liability Period of 12 months.</i></p>	Tender condition prevails	<p>BIDDER once requests IGGL to consider the proposed modification in the existing clause.</p> <p><b>IGGL's reply: Tender conditions prevail.</b></p>
32	Section – VA, Scope of Work	Clause no. 13.0 (xix), page no. 178 of 230	<p>Bidder requests owner to kindly modify the clause as below:</p> <p>“One senior level PMC personnel should be stationed at IGGL project office (Guwahati) for day-to-day coordination activities between IGGL &amp; PMC during the <i>construction phase.</i>”</p>	Tender condition prevails	<p>Noted. However, we understand that boarding and lodging alongwith office &amp; local transport facilities shall be provided by Owner at no cost to the Bidder. Owner to please confirm.</p> <p><b>IGGL's reply: Tender conditions prevail.</b></p>
33	Invitation of Bid (IFB)	Bid Due date			<p>Bidder once again requests Owner to kindly consider and extend the bid due date by two weeks i.e. until 16.07.2019 so as to enable us to submit a responsive proposal.</p>



- TENDER REFERENCE NO: IGGL/GHY/CandP/PROJ/PMC
- Tender ID: 2019\_IGGL\_27199\_1
- WORK DESCRIPTION: HIRING OF PROJECT MANAGEMENT AND CONSULTANCY (PMC) SERVICES FOR NORTH EAST GAS GRID (NEGG) PROJECT

SL NO.	Reference Document	Clause/Article No./Page No.	Bidder's Clarification	IGGL's Response	Bidder's Response (in black colour font)/IGGL's Response to Bidder's Follow-up Query (in Red colour font)
					IGGL's reply: The tender conditions prevail, no extension of Bid Due Date of the tender.

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