



INDRADHANUSH GAS GRID LIMITED

(Joint Venture of IOCL, ONGC, GAIL, OIL and NRL)

GUWAHATI, ASSAM

NORTH -EAST GAS GRID PIPELINE PROJECT (PHASE-1)

**BID DOCUMENT FOR PROCUREMENT
OF**

BARE & COATED LINE PIPES

OPEN DOMESTIC COMPETITIVE BIDDING

Bid Document No.: 05/51/23UU/IGGL/012

VOLUME – I OF II

**Visit: www.tenderwizard.com/MECON
(Tenderwizard helpdesk: 011-49424365)**



PREPARED AND ISSUED BY

MECON LIMITED
(A Govt. of India Undertaking)
Delhi, India

MASTER INDEX

**ITEM: BARE / COATED LINE PIPES FOR NORTH -EAST GAS GRID PIPELINE
PROJECT (PHASE-1) OF M/S INDRADHANUSH GAS GRID LIMITED**

BIDDING DOCUMENT No. : 05/51/23UU/IGGL/012

SECTION	DESCRIPTION
(COMMERCIAL : VOLUME I of II)	
I.	INVITATION FOR BID (IFB)
II.	BID EVALUATION CRITERIA & EVALUATION METHODOLOGY
III.	INSTRUCTIONS TO BIDDERS
IV	FORMS & FORMAT
V	GENERAL CONDITIONS OF CONTRACT- GOODS
VI	SPECIAL CONDITIONS OF CONTRACTS –GOODS + ANNEXURES
VII	PRICE SCHEDULE
(TECHNICAL : VOLUME II OF II)	
	MATERIAL REQUISITION

SECTION-I

INVITATION FOR BID (IFB)

SECTION-I
"INVITATION FOR BID (IFB)"

Ref No: 05/51/23UU/IGGL/012

Date: 29.01.2020

To,

[PROSPECTIVE BIDDERS]

SUB: TENDER DOCUMENT FOR BARE & COATED LINE PIPES FOR NORTH -EAST GAS GRID PIPELINE PROJECT (PHASE-1) OF M/S INDRADHANUSH GAS GRID LTD. (IGGL) UNDER OPEN DOMESTIC COMPETITIVE BIDDING BASIS

Dear Sir/Madam,

1.0 M/s MECON LIMITED, who has been retained by M/s Indradhanush Gas Grid Limited, (Joint Venture of IOCL, ONGC, GAIL, OIL and NRL), as a consultant for “**NORTH -EAST GAS GRID PIPELINE PROJECT (PHASE-1)**”, invites bids from bidders for the subject supply/job, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

(A)	SCOPE OF SUPPLY/ PROCUREMENT	PROCUREMENT OF BARE & COATED LINE PIPES FOR NORTH -EAST NATURAL GAS PIPELINE GRID (PHASE-1) PROJECT						
(B)	TENDER NO. & DATE	05/51/23UU/IGGL/012 dated 29.01.2020						
(C)	TYPE OF BIDDING SYSTEM	<table><tr><td>SINGLE BID SYSTEM</td><td>X</td></tr><tr><td>TWO BID SYSTEM</td><td>√</td></tr></table>			SINGLE BID SYSTEM	X	TWO BID SYSTEM	√
		SINGLE BID SYSTEM	X					
TWO BID SYSTEM	√							
		OPEN DOMESTIC COMPETITIVE BIDDING						
(D)	CONTRACTUAL DELIVERY DATE	For Group A:						
		<table><tr><th>Description</th><th>Delivery Schedule</th><th>Effective Date of Start</th></tr><tr><td>Supply of Coated Pipes at Designated Warehouse/</td><td>Delivery Within 60 weeks. Progressively from beginning</td><td>Date of Issue of Fax of Acceptance</td></tr></table>			Description	Delivery Schedule	Effective Date of Start	Supply of Coated Pipes at Designated Warehouse/
Description	Delivery Schedule	Effective Date of Start						
Supply of Coated Pipes at Designated Warehouse/	Delivery Within 60 weeks. Progressively from beginning	Date of Issue of Fax of Acceptance						

		<table><tr><td>Storage yard</td><td>of 20th week and up to end of 60th week.</td><td>(FOA)</td></tr></table>	Storage yard	of 20 th week and up to end of 60 th week.	(FOA)			
Storage yard	of 20 th week and up to end of 60 th week.	(FOA)						
		<p>For Group B:</p> <table><tr><th>Description</th><th>Delivery Schedule</th><th>Effective Date of Start</th></tr><tr><td>Supply of Coated Pipes at Designated Warehouse/ Storage yard</td><td>Delivery Within 48 weeks. Progressively from beginning of 24th week and up to end of 48th week.</td><td>Date of Issue of Fax of Acceptance (FOA)</td></tr></table> <p><i>In case bidder submits bid for part quantities or get award for part quantity of item, the item-wise per lot delivery schedule shall be proportional to quoted/ awarded quantities per dumpsite.</i></p>	Description	Delivery Schedule	Effective Date of Start	Supply of Coated Pipes at Designated Warehouse/ Storage yard	Delivery Within 48 weeks. Progressively from beginning of 24 th week and up to end of 48 th week.	Date of Issue of Fax of Acceptance (FOA)
Description	Delivery Schedule	Effective Date of Start						
Supply of Coated Pipes at Designated Warehouse/ Storage yard	Delivery Within 48 weeks. Progressively from beginning of 24 th week and up to end of 48 th week.	Date of Issue of Fax of Acceptance (FOA)						
(E)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<table><tr><td>APPLICABLE</td><td><div>√</div></td></tr><tr><td>NOT APPLICABLE</td><td><div>X</div></td></tr></table> <p>(Refer clause no.9 of Section-II, ITB & BDS for details)</p>	APPLICABLE	<div>√</div>	NOT APPLICABLE	<div>X</div>		
APPLICABLE	<div>√</div>							
NOT APPLICABLE	<div>X</div>							
(F)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	<p>From 29.01.2020 to 28.02.2019 (1400 Hrs, IST) on following websites:</p> <p>Tender Wizard's e-Procurement Portal (e-Portal): www.tenderwizard.com/MECON Contact person:- Mr. Mandeep Kumar Mobile:- 8800991843/01149424365 (The same may also be referred as IGGL's E-Portal in this tender document)</p> <p>(i) IGGL Website – https://iggl.co.in/</p> <p>(ii) Govt. CPP Portal - https://etenders.gov.in</p>						

		(iii) MECON's Tender Website - www.meconlimited.co.in
(G)	DATE, TIME & VENUE OF PRE-BID MEETING	On 07.02.2020 at 1500 Hrs., Venue: MECON Limited 15th Floor, SCOPE Minar, North Tower Laxmi Nagar, District Center, Delhi – 110 092
(H)	BID DUE DATE AND TIME	Date : 28.02.2020 Time : 1400 Hrs (IST)
(I)	DATE, & TIME OF UN-PRICED BID OPENING	Date : 28.02.2020 Time : 1500 Hrs (IST) Venue: MECON Limited 15th Floor, SCOPE Minar, North Tower Laxmi Nagar, District Center, Delhi – 110 092
(J)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : Rakesh Sharma Designation: Jt. GM (Contracts) Ph. No. +91-11-22401100/ 22401143 Fax No. +91-11-22401203/22041214 Email : cont-delhi@mecon.co.in
(K)	Non Refundable Fee for Mill Audit (As per Production Line per Mill and / or Coating Work)	Rs. 10,00,000/- plus GST as applicable

In case the days specified above happens to be a holiday in IGGL/ MECON, the next working day shall be implied.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB. The IFB is an integral and inseparable part of the Tender Document.
- 4.0 The following documents in addition to uploading in the bid on Tender Wizard's e-Portal 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-Portal by the bidder along with e-bid within the Bid Due Date & Time, to the address mentioned in Bid Data Sheet (BDS):-
 - i) EMD/Bid Security
 - ii) Power of Attorney
- 5.0 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its amendment(s) if any from websites as mentioned at 2.0 (F) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Bid Due Date & Time.

- 7.0 Bid must be submitted only on Tender Wizard's E-Portal: www.tenderwizard.com/MECON. 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 Supply/Specification(s) as specified in Tender Document.

- 8.0 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.

9.0 BIDS FROM CONSORTIUM AND MULTIPLE/ALTERNATIVE BIDS

- 9.1 Consortium/Joint bids shall not be acceptable.
- 9.2 A bidder (i.e. the bidding entity) shall, on no account submit more than one bid either directly or indirectly, failing which all bids submitted by such bidder directly & indirectly, shall stand rejected and BID SECURITY shall be forfeited. Alternative bids shall not be acceptable.
- 9.3 Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY(SUPPORTING COMPANY) which holds more than fifty percent of the paid up share capital of the bidder company or vice versa:

Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also be considered. In such case the supporting company should hold more than fifty percent of the paid up share capital of the bidding company or vice versa.

However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like Technical collaboration agreement.

In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:

1. An Agreement (as per format enclosed at Format F-21) between the bidder and the supporting company.
2. Guarantee (as per format enclosed at Format F-22) by the supporting company to IGGL for fulfilling the obligation under the Agreement.

3. Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at Format F-23), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

In cases where foreign based supporting company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa.

In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

4. Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by supporting company shall be invoked by IGGL due to non-performance of the bidding company.

Note:

In case Supporting company fails to submit Bank Guarantee as per (3) above, EMD/SD submitted by the bidder shall be forfeited.

The Financial BEC of tender is to be met by bidder on their own.

10.0 GENERAL

- 10.1 Experience of only the bidding entity shall be considered. 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.

However, in case a bidder quotes as a sole selling agents/ authorized distributors/ authorized dealers/ authorized supply house of the domestic manufacturers of Line pipes, this clause shall be applicable to the manufacturer whom the bidder represents.

- 11.0 The bidder shall furnish documentary evidence by the way of track record, copies of work order, completion certificate and Balance Sheet or Audited Financial Statements including Profit & Loss Account etc. along with the Bid to establish his experience and track record meeting qualification criteria. Bidders should ensure submission of complete information/ documentation in the first instance itself. Qualification may be completed based on the details so furnished without seeking any subsequent additional information. Subsequent to the submission of bid, bidders are not allowed to change the price or substance of the bid i.e. scope of work, specifications, delivery schedule, completion period etc. including

modification of the bid to meet the BEC of the tender.

12.0 In case any Indian bidder bids through demonstration route for capability and/or capacity assessment of their mill (for bare pipe manufacturing and / or coating work), the bidder shall be required to deposit, a fee of **Rs. 10 Lakh (Rupees Ten Lakh Only) plus GST as applicable**, per mill per type of pipe, by a demand draft in favour of MECON Limited, Delhi with letter offering the demonstration. This fee shall be non-refundable, irrespective of the outcome of the demonstration. Further, if a bidder submits his bid through demonstration route and for any reason whatsoever, withdraws from demo the fee deposited shall not be refunded and it shall not tantamount to withdrawal of his bid. **MECON shall issue invoice to Bidder in respect of above MILL AUDIT FEES**

In case bidder submit the mill audit fees upon deducting tax at source, Form 16A has to be submitted within the prescribed time limit as per provisions of Income Tax Act, 1961.

- 13.0 IGGL/MECON reserves the right to carry out capability assessment of the bidder including referral to in-house information.
- 14.0 All the bidders including those who are not willing to submit their bid are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 15.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.
- 16.0 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
M/s Indradhanush Gas Grid Limited

(Rakesh Sharma)
Jt. GM (Contracts)
MECON Limited 15th Floor,
SCOPE Minar, North Tower
Laxmi Nagar, District Center, Delhi – 110 092
Telephone: +91-11-22401100/22401143
Fax: +91-11-22041214/22421310
E-mail: cont-delhi@mecon.co.in

Cut-Out Slip

DO NOT OPEN - THIS IS A QUOTATION

Bid Document No. : 05/51/23UU/IGGL/012

Description : PROCUREMENT OF BARE & COATED LINE PIPES
FOR NORTH -EAST NATURAL GAS PIPELINE
GRID (PHASE-1) PROJECT

Due Date& Time : Upto 1400 Hrs. (IST) on 28.02.2020

From:

To:

	<i>The Joint General Manager (Contracts) MECON LIMITED 15TH FLOOR, NORTH TOWER, SCOPE MINAR, LAXMI NAGAR, DELHI – 110092 Ph No.: 91-11-22401100/22401143 Fax No.: 91-11-22041214 Email : cont-delhi@mecon.co.in</i>
--	---

[(To be pasted on the envelope containing Physical documents)]

=====

SECTION-II

BID EVALUATION

CRITERIA & EVALUATION

METHODOLOGY

SECTION-II

Brief scopes of supply and delivery period are as detailed below:

1.1.1 Scope of Supply :

FOR Group A:					
Item No.	DESCRIPTION			QTY (Meter)	Type Of Finish
	Manufacturing & supply of API 5L PSL 2 Carbon Steel Line pipes (LSAW / HSAW/ HFW) as per following details				
	Specified Outside Diameter inch(mm)	Material Grade	Specified Wall Thickness (mm)		
A1	24" (610)	X-70	10.31	2,62,000	Coated
A2	24" (610)	X-70	12.70	1,26,000	Coated
	Manufacturing & supply of API 5L PSL 2 Carbon Steel Line pipes (LSAW / HFW) as per following details				
	Specified Outside Diameter inch(mm)	Material Grade	Specified Wall Thickness (mm)		
A3	24" (610)	X-70	17.48	500	Coated
A4	24" (610)	X-70	17.48	100	Bare
A5	24" (610)	X-70	14.27	1400	Bare
FOR Group B:					
Item No.	DESCRIPTION			QTY (Meter)	Type of Finish
	Manufacturing & supply of API 5L PSL 2 Carbon Steel Line pipes (HFW / SEAMLESS) as per following details				
	Specified Outside Diameter inch(mm)	Material Grade	Specified Wall Thickness (mm)		
B1	12" (323.9)	X-70	7.14	1,58,000	Coated
B2	12" (323.9)	X-70	9.53	1,100	Coated
B3	12" (323.9)	X-70	9.53	1,000	Bare

Details of scope are as follows:

For Item no. A1, A2, A3, B1 & B2

Manufacture and Supply of Coated Pipe (3LPE External coating and/or Internal liquid epoxy coating, as applicable), transportation and handling of all coated pipes to designated Warehouse / Storage Yard, including arrangement and maintenance thereof.

For Item No. A4, A5 & B3

Manufacture and Supply of Bare Pipe, Transportation and handling of Bare Line Pipes up to designated Storage Yard / Warehouse including arrangement & maintenance thereof.

Notes:

1. Bidders quoting for item A1 must quote for at least 100 Km quantity else bidder's offer shall not be considered for evaluation for the corresponding item. However, the order for item will be limited to the assessed capacity and/or Evaluation Methodology as per provisions of tender document.

Further, for remaining items, i.e. A2, A3, A4, A5, B1, B2 & B3 bidder has to quote for full quantity, else bidder's offer shall not be considered for evaluation for these items.

2. Item Nos. A1, A2, A3, B1 & B2 shall have External & Internal Coating.
3. Item no. A4, A5 & B3 shall be supplied in bare conditions only, without any External / Internal Coating.
4. Pipe coating implies External 3 Layer Polyethylene (3LPE) Coating and Internal Liquid Epoxy Coating (wherever applicable).
5. Detailed scope of work and technical specifications are contained elsewhere in the tender document.
6. Raw Material Inspection will also be witnessed by Owner / Owner's representative as per Approved QAP.
7. A bidder quoting for item A3 or A4 or A5 must quote for all three Items i.e. A3, A4 and A5 together, else bidder's offer shall not be considered for evaluation. Items A3, A4 and A5 will be clubbed together for evaluation and award.
8. A bidder quoting for item B2 or B3 must quote for both Items i.e. B2 and B3 together, else bidder's offer shall not be considered for evaluation. Items B2 and B3 will be clubbed together for evaluation and award.

1.1.2 DELIVERY SCHEDULE:

For Group A:

Description	Delivery Schedule	Effective Date of Start
Supply of Coated Pipes at Designated Warehouse/ Storage yard	Delivery Within 60 weeks. Progressively from beginning of 20 th week and up to end of 60 th week.	Date of Issue of Fax of Acceptance (FOA)

For Group B:

Description	Delivery Schedule	Effective Date of Start
Supply of Coated Pipes at Designated Warehouse/ Storage yard	Delivery Within 48 weeks. Progressively from beginning of 24 th week and up to end of 48 th week.	Date of Issue of Fax of Acceptance (FOA)

In case bidder submits bid for part quantities or get award for part quantity of item, the item-wise per lot delivery schedule shall be proportional to quoted/ awarded quantities per dumpsite.

1.1.3 Proposed locations of storage yards are as under:

FOR Group A:

CODE	Location of Storage yard (PLACE/STATE)	Required Quantity in Storage Yard/ Warehouse		
		Item no.	Wall Thickness (mm)	Qty. (Meter)
Guwahati -Numaligarh				
DS-1 (24")	District Sonitpur, Assam	A1	10.31	1,00,000
DS-2 (24")	District Biswanath Assam			62,000
DS-3 (24")	District Golaghat Assam			1,00,000
DS-1 (24")	District Sonitpur, Assam	A2	12.70	42,000
DS-2 (24")	District Biswanath Assam			42,000
DS-3 (24")	District Golaghat Assam			42,000
DS-1 (24")	District Sonitpur, Assam	A3	17.48	250
DS-3 (24")	District Golaghat Assam			250

CODE	Location of Storage yard (PLACE/STATE)	Required Quantity in Storage Yard/ Warehouse		
		Item no.	Wall Thickness (mm)	Qty. (Meter)
DS-1 (24")	District Sonitpur, Assam	A4 (Bare)	17.48	50
DS-3 (24")	District Golaghat Assam			50
DS-1 (24")	District Sonitpur, Assam	A5 (Bare)	14.27	700
DS-3 (24")	District Golaghat Assam			700

FOR Group B:

CODE	Location of Storage yard (PLACE/STATE)	Required Quantity in Storage Yard/ Warehouse		
		Item no.	Wall Thickness (mm)	Qty. (Meter)
ITANAGAR				
DS-1 (12")	District Biswanath, Assam	B1	7.14	14,000
DS-2 (12")	District Papum, Arunachal Pradesh			14,000
DS-1 (12")	District Biswanath, Assam	B2	9.53	250
DS-2 (12")	District Papum, Arunachal Pradesh			250
DS-1 (12")	District Biswanath, Assam	B3 (Bare)	9.53	250
DS-2 (12")	District Papum, Arunachal Pradesh			250
DIMAPUR				
DS-3 (12")	District Golaghat,Assam	B1	7.14	1,30,000
DS-3 (12")	District Golaghat,Assam	B2	9.53	600
DS-3 (12")	District Golaghat, Assam	B3 (Bare)	9.53	500

BID EVALUATION CRITERIA (BEC) & EVALUATION METHODOLOGY

3.0 BID EVALUATION CRITERIA (BEC):

3.1 TECHNICAL

Bidders quoting for supply of Coated Pipes should meet combined qualification of Bare Pipes and Coating Work as stipulated below.

3.1.1 Qualification Criteria for Bare Pipe (Domestic / Foreign Bidders)

- 01 Bidder should have minimum domestic value addition of 35% against each quoted item(s) for which bidder to submit/ upload the affidavit, as per Form-1, for minimum domestic value addition of 35%.

For all the requirements regarding domestic value addition refer annexure to BEC.

In absence of above affidavit as per Form 1 at Annexure to BEC, the offer of bidder shall be summarily rejected and the offer shall not be considered for further evaluation.

- 02 The bidder shall be a manufacturer of API 5L (PSL2) or equivalent quality line pipes and shall have valid license to use API monogram on line pipes with product specification level PSL-2 quality from the proposed pipe mill (s).
- 03 The bidder should have manufactured and supplied from the proposed pipe mill (s) at least one (1) km of line pipe in a single order as per API 5L, PSL-2 (or equivalent) that are of same type and equal or higher in terms of diameter, wall thickness and material grade as quoted for, in last 7 years reckoned from the due date of bid submission.
- 04 In addition, line pipe manufacturer should have manufactured and supplied from proposed pipe mill (s) at least 10% of the quoted quantity of line pipes in single order as per API 5L PSL 2 (or equivalent) of Grade X-65 or higher for items A1, A2 & B1 ,that are of same type, equal or higher in terms of diameter with minimum wall thickness of 9.5 mm or higher for the items A1 & A2 and 6.4 mm or higher for the item B1 as quoted for, in last 07 (seven) years reckoned from the bid due date.

Equivalence with API 5L PSL-2 shall be established based on the requirements of four parameters i.e. Specified Minimum Yield strength, Cold expansion, Fracture Toughness & 100% Non-Destructive Examination of weld seam. The individual value shall be same or better. For establishing equivalence with API 5L PSL-2, bidder shall submit the copy of applicable code (English translation of relevant extracts) duly certified by Chamber of Commerce, in case the code is in different language other than English. In addition, bidder shall submit certified document establishing the equivalence of SMYS and Fracture Toughness Test results.

- 05 **The Mill Qualification :** The bidder shall furnish a certificate for proposed pipe mills along with their bid, which have not been audited by IGGL / or its authorized representatives or, have not supplied pipes to IGGL of same or higher size and material Grade as quoted for or higher grade during last seven years reckoned from the due date of submission of bid, as per Format provided in the bid document, from a reputed International inspection agency (i.e. CEIL/ LLOYDS/ BV/DNV/ TUV/ ABS/ MOODY/AIB-Vincotte), certifying that the mill has capability to produce line pipes complying with technical requirements specified in the bid documents. Non-compliance to the above requirement will make the mill liable for rejection.

The mill capability certificate from one of the above mentioned reputed agencies for the proposed mill for same or higher size, wall thickness and material Grade as quoted for or higher grade, issued in the last 12 months, reckoned from the bid due date, for any of IGGL

projects shall be considered acceptable for this project also.

- 06 The Bidder shall procure Steel Billets / HR coils / Plates from the Steel Billets / HR coils / Plates manufacturer as per list provided in bid document. In addition, the bidder may submit more names, if they so desire, which shall be evaluated during bidding stage based on the criteria mentioned in the bid document. The techno-commercially qualified bidder(s) will be informed prior to price bid opening on acceptance of the proposed Steel Billets / HR coils / Plates manufacturer(s), if any. Bidder's offer shall be unconditional irrespective of finally qualified Steel Billets / HR coils / Plates manufacturer(s).

The list of accepted Rounds/Billets/Blooms/HR coils/Plates manufacturer(s) other than specified in the bid document will also be intimated to all the techno-commercial acceptable bidders once techno-commercial evaluation of bids is finalized.

The list of accepted Rounds/Billets/Blooms/HR coils/Plates manufacturer (s) other than specified in the bid document or in case any new steel manufacturer (Rounds/Billets/Blooms/HR coils/Plates) is qualified through demonstration route carried out by IGGL/ authorized representative, the same shall be intimated to all techno-commercial qualified bidders prior to price bid opening. (This shall apply to domestic steel manufacturers only).

- 07 Bidder who do not meet the qualification requirement under clauses 3.1.1 (03) & 3.1.1 (04) above, intend to quote for line pipes, such Bidders shall be considered for Supply of Line Pipes covered under scope of supply subject to the bidder demonstrating manufacturing capability of proposed mill(s) of 24" /12" outside diameter or higher line pipe sizes to IGGL and/or MECON as given below **(this clause is applicable only for pipe mill located in India)**
- a) The bidder shall be required to propose the name and details of their line pipe mill/(s) intend to qualify by demonstration of his manufacturing capabilities and capacity.
 - b) Such bidder(s) is required to furnish a certificate as per Format prescribed in the bid document, for proposed pipe mill/(s), issued by one of the reputed international inspection agency as mentioned at clause no. 3.1.1 (05) above certifying that the proposed mill/(s) have capability to produce line pipes complying with technical requirements specified in the bid document, along with their bid.
 - c) The Bidder shall demonstrate the actual pipe mill's capability, from where line pipes are proposed to be manufactured and supplied, by actually manufacturing at least 10 numbers of API 5L PSL2 (or equivalent, as quoted) quality line pipes (with an average length of 12 meter) of same type and equal or higher in terms of diameter, grade and thickness as quoted for.
 - d) The manufacturing shall be performed in a manner similar to normal continuous production in the presence of IGGL or its authorized representatives. The bidder who meets the requirement of higher diameter , grade and thickness of line pipes shall also be considered qualified for same type (manufacturing process) of pipe of lower diameter , grade and thickness of the line pipes as quoted for as per the scope of bid. The bidder shall carry out all test as per bid specifications on two (02)

numbers of line pipes manufactured during demonstration and selected randomly by IGGL or its authorized representative. Further, the demonstration shall be completed within fifteen (15) calendar days from the bid due date.

- e) All applicable inspection and tests as per Bid Specifications shall be carried out by the bidder and shall meet the requirements stipulated.

The demo shall be conducted by MECON/IGGL as per the procedure laid down in the tender document. The certificate to the bidder for the qualified mill will be issued only when the bidder submits their bid for the mill offered through demo for the items quoted.

- f) Subject to the satisfactory demonstration of the pipe mill(s) capability as above, IGGL or its authorized representative shall decide on the technical acceptability of the Bidder for the supply of line pipes. In case, the mill(s) fail to meet the tender specification requirements during IGGL or its authorized representative witnessed Inspection and testing of the above production demonstration for qualification, the mill(s) shall be disqualified. IGGL or its authorized representative's decision shall be final with respect to the technical acceptability of the Bidder's proposed line pipe mill(s).

- g) The Bidder shall carry out the above capability and capacity demonstration at no cost to IGGL or its authorized representative. However, bidder(s) is required to deposit a Mill Audit fee as defined in the tender document along with their bid. Bidder(s) who have already been qualified by IGGL/ its authorized agency, based on satisfactory demonstration of the pipe mill(s) capability & capacity for line pipe as per API 5L PSL-2 that are of same type and equal or higher in terms of diameter, wall thickness and grade as quoted for, in the last 24 months, reckoned from the bid due date, shall be considered qualified without any capability & capacity demonstration.

In view of the tight demonstration deadline as mentioned in para 3.1.1[(07) a] to 3.1.1 [(07) g)] above, in case the bidder faces difficulty in

- i) Sourcing the Plates/Coils meeting the requirements of the exact chemical composition specified in the bid document, use of materials conforming to API 5L PSL-2 Grade X-70 may be permitted as a special case.
- ii) Meeting the test requirements of tender specifications, the test requirement of API 5L PSL-2 Grade X-70 as the case may be accepted as minimum.

The bidder shall note that this relaxation, if permitted, shall be valid for demonstration purpose only. However, all other requirements of clause 3.1.1(07) a) to 3.1.1(07) g) above shall be complied with.

Bidder to note that after award of the contract, the Rounds/Billets/Blooms/HR coils/Plates procurement as well as pipe manufacturing shall be strictly as per the tender specifications and any special relaxation given for demonstration purpose shall not be permitted during order execution. The bidder shall give an undertaking

that they shall not ask for using these special relaxation given for demonstration purpose, at any time during the order execution.

3.1.1.1 Methodology for capability assessment for bare line pipes through demonstration route

In order to assess the capability of Bidders, following methodology shall be followed:

- i) The capability shall be demonstrated in the first attempt. Bidder shall ensure that complete plant and equipment is in fully operational condition to comply with the Bid Specifications. No second attempt shall be permitted.
- ii) The Bidder shall demonstrate the pipe mill's capability, from where line pipes are proposed to be manufactured and supplied, by actually manufacturing at least 10 numbers of API 5L PSL2 quality line pipes for hydrocarbon service, of same type (with an average length of 12 meter) of equal or higher in terms of diameter, grade and wall thickness as quoted for, in a manner similar to normal continuous production in the presence of IGGL/ its authorized representative.
- iii) All the critical operations in manufacturing of line pipes shall be complete under IGGL / its authorized representative's inspection at various stages of production.
- iv) The bidder shall submit the following documents in their bid:
 - a. Quality plan/inspection and Test Plan
 - b. Manufacturing and Control procedure
 - c. Welding Procedure Specification and consumable control procedure
 - d. Seam annealing procedure specification and control procedure (for HFW/ERW pipes)
 - e. Non-destructive testing procedure including auto UT for welds
 - f. Procedure for burst test
- v) The above documents shall comply with the technical requirements of the bid documents and the bidder shall give categorical undertaking that the mill offered for capability demonstration fully complies with the technical stipulations of bid document.
- vi) During demonstration of pipe mills capability, one pipe of the pilot production, selected at random by the IGGL / its authorized representative, shall be submitted to a bursting test. For this purpose, the hydrostatic test pressure shall be gradually increased till the pipe bursts or equals to the proof test pressure based on actual minimum tensile strength of the subjected pipe. Bidder shall ensure that adequate safety measures are in place prior to conducting the burst test and shall get the procedure approved by IGGL / its authorized representative prior to the test to be conducted along with the capability assessment.
- vii) The rupture has to be examined for the presence of possible imperfection.
 - a) If the manufacturer has the intention to apply repair welding in the production, it is required that 5% of the welded length of the pipe on which the bursting test is executed is repaired as per code and approved procedure. (for SAWH/SAWL pipes)

- b) Upon successful completion of 10 pipes*, any 2 pipes shall be selected at random by IGGL / authorized representative for First Day Production tests as per specification enclosed with the Bid Document.

* HFW/ERW pipes: continuous 10 pipes after heat treatment (online seam annealing)

Testing: All Testing as required by First Day Production shall be carried out under witness of IGGL / Authorized Representative. Retest, if any, shall be carried out as per the specification enclosed with the Bid Document.

- viii) Rejection / Disqualification Criteria: All the 10 numbers pipes shall meet the specification requirement at all stages of manufacture till final inspection. Failure of any of the pipes at any stage shall call for rejection of total lot and Mill shall be disqualified.
- ix) Any failure of test sample as per governing specification shall call for rejection of total lot and Mill shall be disqualified.
- x) Compliance to the technical requirements shall be verified during the capability assessment. Bidder shall furnish, at the time of capability assessment, data as indicated in the FORMAT enclosed in the bid document.

3.1.2 Qualification Criteria for Coating Work

The bidder's proposed coating plant shall have experience in application of three layer side extruded PE (3LPE) coating and internal epoxy coating of bare line and shall meet the following criteria:

- 3.1.2.1 The bidder shall be a coating applicator and his proposed coating plants (s) should have completed at least one line pipe coating contract using Three – Layer polyethylene extruded (3LPE) External Coating and liquid epoxy internal coating of line pipe of the following outside diameters of minimum 25 km length or 50% of quoted length (whichever is lower) under a single contract in last 7 years reckoned from the bid due date.

- i) For all items of Group A: Outside diameter 18" or higher
- ii) For all items of Group B: Outside diameter 12" or higher

The external and internal coating should have been carried out in the same contract or in different contracts. In case bidder does not meet the qualification criteria in respect of internal coating specified under clause no. 3.1.2.1 above bidder shall furnish a certificate as per Format provided in the bid document from international inspection agency (i.e. CEIL, LLOYDS, BV, DNV, TUV, ABS, MOODY, AIB-Vincotte) certifying the bidder's capability for internal liquid epoxy coating.

- 3.1.2.2. **Coating Plant Qualification:** The Bidder shall furnish a certificate for proposed coating plant along with their bid, which have not been audited by IGGL / or its authorized representatives or, have not carried out Coating application for IGGL of same or higher size during last seven years reckoned from the Due date for Bid Submission, as per Format provided in the bid documents, from a reputed International inspection agency (i.e. CEIL, LLOYDS, BV, DNV, TUV, ABS, MOODY, AIB-Vincotte) certifying that the plant has

capability to coat line pipes (external/internal, as applicable) complying with technical requirements specified in bid document. Non-compliance to the above requirement will make the plant liable for rejection.

The certificate for coating plant qualification from one of the above mentioned reputed agencies for the proposed coating plant for same or higher size as quoted for, issued in the last 12 months, reckoned from the bid due date, for any of IGGL projects shall be considered acceptable for this project also.

3.1.2.3 Bidders who does not meet the qualification under clause 3.1.2.1 above, such bidder shall also be considered provided they meet the following criteria **(this clause is applicable only for Coating plant located in India)** :

A) The bidder will be considered for coating of line pipes covered under this enquiry subject to submission of coating plant capability & capacity demonstration certificate issued by IGGL / its authorized agency based on satisfactory demonstration of the coating plant(s) capability for 3 LPE coating of line pipe that are of equal or higher in terms of diameter as quoted, in the last 24 months reckoned from bid due date along with their bid.

OR

B) In case the bidder having the Coating plant in India has not carried out such demonstration earlier, he may demonstrate the capability of coating plant, from where coating of line pipes is proposed to be carried out as per the methodology as follows:

- i. The capability shall be demonstrated in the first attempt. Vendor shall ensure that complete plant and equipment is in fully operational condition to comply with the Technical Specifications. No second attempt shall be permitted.
- ii. The vendor shall demonstrate the Coating Plant's capability, which is proposed to be qualified through Capability Assessment, by actually carrying out the Coating (as per the Technical Specification) of at least 25 numbers of Carbon Steel Line pipes (with an average length of 12 meter) of same or higher size of Line pipe (as to be qualified for) with minimum wall thickness as 2% of Dia or 6.4mm whichever is higher), in a manner similar to normal continuous coating application in the presence of IGGL/MECON. The 25 nos of pipes required for this purpose are to be arranged by the party at their own cost.
- iii. All the critical operations for carrying out 3LPE Coating of Carbon Steel Line pipes shall be completed under IGGL/ MECON inspection at various stages of coating.
- iv. The vendor shall submit the following documents along with request for assessment of coating plant:
 1. Plant layout details
 2. Details of location of coating plant
 3. Process flow diagram
 4. Manpower organogram
 5. Quality Plan/ Inspection and Test Plan
 6. Detailed work procedures
 7. Detail of testing equipment/ lab facilities

- v. The above documents shall comply with the technical requirements and specification.
 - vi. Upon successful completion of 3 LPE Coating of 25 Nos of pipes, any 5 pipes shall be selected at random by IGGL/ MECON for procedure approval tests as per specification.
 - vii. All testing as required by Procedure Qualification Test shall be carried out under witness of IGGL / MECON.
 - viii. Rejection/ Disqualification Criteria: All the pipes shall be coated continuously (without stoppage of the Coating Plant) in the first attempt itself and shall meet the specification requirement at all stages of Coating till final inspection.
 - ix. The vendor shall furnish a certificate for proposed Indigenous Coating Plant (proposed to be assessed by IGGL/MECON) along with their proposal as per enclosed Format -13A from a reputed International inspection agency (i.e. CEIL, LLOYDS, BV, DNV, TUV, ABS, MOODY, AIB-Vincotte) certifying that the plant has capability to coat line pipes (external/internal, as applicable) complying with specified technical requirements.
 - x. Any failure of test sample as per governing specification shall call for rejection of total lot and Coating Plant shall be disqualified.
 - xi. Compliance to the technical requirements shall be verified during the Capability Assessment. Vendor shall furnish, at the time of Capability Assessment, data as indicated in the Format-13C.
 - xii. Bidder to plan demonstration in such a manner that the demonstration is completed in all respect including test and result submission within fifteen (15) calendar days from the bid due date.
- 3.1.2.4 “Bidders” meeting the Qualification criteria as per clause No 3.1.2.1 & 3.1.2.3 as mentioned above are allowed to relocate the coating plant within India, subject to their meeting corresponding requirement stipulated in the Material Requisition.
- 3.1.2.5 Bidder can relocate their coating plant near the dumpsite/ storage yard, subject to meeting the following:
- i. Certificate from third party inspection (TPI) Agency for the existing coating plant as specified in 3.1.2.2 above along with the bid.
 - ii. A confirmation with the bid that the bidder will provide certificate from one of the above TPI Agency for the relocated coating plant before start of the execution of order from the relocated plant.
- 3.1.3 Bidder who are line pipe manufacturer and do not have coating plant facility can also participate in the bidding process by submitting their bid along with MOA with coating contractor for External & Internal Coating. In such case, proposed coating contractor shall

meet the qualification criteria for coating works as stipulated at cl. no. 3.1.2 of BEC above and shall be firm for execution of the contract and all the activities of the Project for the entire contract period including Defect Liability Period.

Bidder shall incur all liabilities and shall have sole responsibility for delivering the coated pipe till completion of the contract including Defect Liability Period.

Such an arrangement of submission of MOA, shall not invoke clause no. 3 of ITB.

3.1.4 For Authorized Coated Pipe Supplier - The bidders who are sole selling agents / authorized distributors/ authorized dealers/authorized supply houses of the domestic manufacturers of coated line pipes are eligible to bid on behalf of the domestic manufacturers. However, this shall be subject to the following conditions:

- i) The bidder shall furnish the authorization certificate (as per format prescribed in bidding document) issued by the domestic manufacturer for selling domestically manufactured coated line pipes.
- ii) The bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to the IGGL / Mecon declaring that the coated line pipes are domestically manufactured in terms of the domestic value addition of 35% as prescribed at clause no. 3.1.1 (01).
- iii) Bidder shall supply the coated line pipe produced by the established coated line pipe manufacturer who meets the qualification requirements of bare line pipes and of coating, as indicated at clause 3.1.1 and 3.1.2 above.
- iv) Further, one manufacturer can quote only through one sole selling agent / authorized distributor/ authorized dealer/ authorized supply house and a sole selling agent / authorized distributor/ authorized dealer/ authorized supply house shall offer product of only one manufacturer.
- v) The bid shall be liable for rejection in case of change of proposed coated line pipe manufacturer / mill after submission of bid. Similarly the coated line pipe manufacturer cannot change its sole selling agents/ authorized distributors/ authorized dealers/ authorized supply house of the domestic manufacturers after submission of bid, or else the bid shall be rejected.
- vi) It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the IGGL / Mecon as per the policy.

3.1.5 Capacity assessment criteria: (For items A1, A2 & B1only)

A) For Bare pipe manufacturer

(I) Non-demonstration route:

The manufacturer seeking qualification under clause 3.1.1 (02 to 06) shall be considered for a maximum order quantity based on the assessed capacity calculated by

IGGL or its authorised representative.

Assessment of capacity as per formula given below based on the data to be furnished by bidder for their best past campaign (not less than ten consecutive days) for production of one grade lower or higher grade API 5L PSL-2 (or equivalent, as quoted) of same type of line pipe, within the last seven (7) years reckoned from the bid due date. (Refer Format in the bidding document).

$$C = [Tc / Dc] \times R$$

Where

- C : Capacity in Tonnage per day
Tc : Total tonnage rolled during the chosen best campaign
Dc : Duration of campaign in days
R : Uncertainty factor, taken as 0.8 uniformly for all mills

This shall be converted to the required dia, size.

(II) Demonstration route:

The capacity of Domestic manufacturer seeking qualification under clause 3.1.1 (07) above shall be considered for a maximum order quantity based on best of production capacity assessed by IGGL or its authorised representative, in accordance with the under mentioned four alternatives:

- i) Assessment of capacity as per formula given below based on the data to be furnished by bidder for their best past campaign (not less than ten consecutive days) for production of API 5L PSL-2 (or equivalent, as quoted) of one grade lower or higher grade of same type of line pipe, within the last seven (7) years reckoned from the bid due date. (Refer Format in the bidding document).**

$$C = [Tc / Dc] \times R$$

Where

- C : Capacity in Tonnage per day
Tc : Total tonnage rolled during the chosen best campaign
Dc : Duration of campaign in days
R : Uncertainty factor, taken as 0.8 uniformly for all mills

This shall be converted to the required dia, size.

- ii) Time study of critical operations on a current production ongoing campaign of any size of API 5L PSL-2 (or equivalent, as quoted) of one grade lower or higher pipes of same type by IGGL and / or its authorized agency (Refer Format in the bidding document, which shall be converted to the required dia size as per the formula given at i) above.**

iii) **Time study of critical operations by IGGL and/or its authorized agency for production of 10 numbers pipes during pilot production to demonstrate capability of the bidder as per the formula given in the bid document (Refer Format in the bidding document).**

iv) The bidder will be considered for a capacity of line pipes subject to submission of Pipe mill capacity demonstration certificate issued by IGGL/ or its authorized representatives based on satisfactory demonstration of the Pipe mill(s) capacity for line pipe as per API 5L PSL-2 that are of same type and equal or higher in terms of diameter, wall thickness and grade as quoted for, in the last 24 months reckoned from bid due date along with their bid. A bidder's capacity shall be considered separately for different manufacturing processes of pipes, as quoted for. Accordingly, annual production/ other details of quoted type of pipes should be given separately. Further the capacity so assessed shall be considered for respective type of pipes only. (For details please refer ITB)

Bidder shall furnish following documents in respect of the offered campaign:

- a) Purchase order copy covering the offered campaign. Details shall include pipe diameter, pipe manufacturing process, length, thickness, date of commencement and completion of campaign, number of days of campaign, total ordered quantity and applicable specifications.
- b) Inspection release note issued by the designated inspection authority covering the offered campaign.
- c) Daily Production output and number of accepted pipes in form of daily production report signed by purchaser or its authorised agency/ inspection authority.
- d) Only accepted pipes shall be taken in the offered campaign.

The bidder shall furnish complete details pertaining to the data required to establish its production capacity. It may be noted that it is mandatory for the bidders to provide duly certified by chartered engineer the details / data pertaining to the above, failing which, the bid submitted by the bidder, will be rejected.

B) For Coating:

(I) Non-demonstration route:

Coating Plant

Bidder's coating plant capacity shall be assessed on the basis of best-offered campaign (not less than ten consecutive days) for 3LPE coating of API 5L PSL2 (or equivalent) Grade pipe within the last seven years reckoned from the bid due date. Campaign shall be for each plant proposed for coating. The details of best campaign for each coating plant shall be submitted as per Format provided in bid document.

The 3LPE coating production capacity for the quoted size line pipe shall be calculated as per formula given below:

$$C = N \times L \times G \times R$$

$$T \times 1000$$

Where

- C = Capacity in Km per day
N = Number of pipes coated (3LPE) during offered campaign
L = Average length of pipes in meters
T = Duration of selected campaign in days
R = Reliability factor to be taken as 0.8
G = D_c / D_q

Where D_q is the diameter in inches of the quoted line pipe and D_c is the diameter in inches of the pipe coated in the offered campaign. Ratio of D_c / D_q shall not exceed 1.4.

In case of re-location of the coating plant(s), the plant capacity shall be de-rated to 80% of capacity assessed based on best campaign.

Bidder shall furnish following documents in respect of the offered campaign:

- a) Purchase order copy covering the offered campaign. Details shall include line pipe diameter, pipe coating process (3LPE), length, thickness, total ordered quantity, applicable specifications and traceability documents.
- b) Inspection release note issued by the designated inspection authority covering the offered campaign.
- c) Daily Production output and number of accepted pipes in form of daily production.
- d) Only accepted pipes shall be taken in the offered campaign.

The bidder shall furnish complete details pertaining to the data required to establish its production capacity such as date of commencement and completion of campaign, number of days of campaign. It may be noted that it is mandatory for the bidders to provide duly certified by chartered engineer the details / data pertaining to the above, failing which the bid submitted by the bidder, will be rejected.

(II) Demonstration route: (this clause is applicable only for Coating plant located in India).

Indigenous coating applicator who does not meet the capacity criteria under sl.no (I) above, such Bidder shall be considered for a maximum order quantity based on best of production capacity assessed by IGGL or its authorised representative, in accordance with the under-mentioned two alternatives:

- (i) The bidder will be considered for capacity of coating of line pipes subject to submission of coating plant capacity demonstration certificate issued by IGGL/ or its authorized representatives based on satisfactory demonstration of the coating plant(s) capacity for 3 LPE coating on API 5L or equivalent grade pipe, in the last 24 months reckoned from bid due date along with their bid.
Required capacity C will be determined by multiplying factor “G” on the capacity determined as per demonstration certificate:

Where,

$$G = D_c / D_q$$

Where D_q is the diameter in inches of the quoted line pipe and D_c is the diameter in inches of the pipe coated in the offered demonstration campaign. Ratio of D_c/D_q shall not exceed 1.4.

- (ii) Capacity Assessment of Indigenous Coating Plant shall be done through Time study for production of 25 offered pipes by IGGL / MECON for 3 LPE Coating Application of 25 numbers of API 5L or equivalent grade line pipes during capability Demonstration as per the formula given below:

$$C = \frac{N \times L \times R}{(T/24) \times 1000}$$

Where,

C= Capacity (in Km/ day)

N= 25 No. of pipes

T= Total time consumed (in hours) from entry of first bare pipe at inlet station to receipt of last (25th) coated pipe on final bench station.

L= Length of pipe (in meters)

R= Reliability factor '0.8'

Required capacity for quoted items will be determined by multiplying factor "G" on the capacity determined as per demonstration certificate:

Where,

$$G = D_c / D_q$$

Where D_q is the diameter in inches of the quoted line pipe and D_c is the diameter in inches of the pipe coated in the offered demonstration campaign. Ratio of D_c/D_q shall not exceed 1.4.

3.1.5.1 Bidder's capacity for supply of coated pipes shall be limited to lowest of the capacity assessed for pipe manufacturing and coating capacity.

Bidder shall furnish the documents in respect of the offered campaign for assessment of mill capacity and coating capacity respectively as specified under (A) and (B) above.

3.1.5.2 Bidder's capacity for bare pipes shall be considered separately for different manufacturing processes of pipes, as quoted for. Accordingly, annual production / other details of quoted type of pipes should be given separately. Further, the capacity so assessed shall be considered for respective type of pipes only.

The order for item will be limited to the lower of the capacity assessed of pipe manufacturing & Coating. Order may be placed on more than one vendor due to capacity for pipe manufacturing & coating. Thus price quoted by bidders for these items shall be valid for part order also.

3.2 FINANCIAL CRITERIA:

3.2.1 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:

Item no.	Minimum Annual Turnover Requirement
	For Indian bidders (in INR)
A1	1,91,48,57,140
A2	1,10,40,00,000
A3+A4 +A5	2,18,57,140
B1	51,90,00,000
B2 + B3	1,00,00,000

3.2.2 Net worth

Net worth of the Bidder shall be positive as per the last audited financial year. For the purpose of net worth for this tender, the same shall be as defined in Format F-10.

3.2.3 Working capital

The minimum working capital of the Bidder as per the last audited financial year shall be as under:

Item no	Minimum Working Capital Requirement
	For Indian bidders (in INR)
A1	38,29,71,420
A2	22,08,00,000
A3+A4 +A5	43,71,420
B1	10,38,00,000
B2 + B3	20,00,000

Notes:

- (i) If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from the their bank having net worth not less than Rs 100 Crore (or equivalent US dollar) confirming the availability of the line of credit for the respective amount specified in table 3.2.3 above, irrespective of overall position of the working capital. (Refer Attachment-I (F-9) for format for certificate from bank if bidder's working capital is inadequate).
- (ii) In case bidder quotes for more than one item / combination, the requirement of Annual Turnover and Working Capital shall be on cumulative basis for the quoted items. **Further, bidder quoting for part quantities as per tender provisions should meet requirement of turnover and working capital on pro-rata basis.**

- (iii) **Annual Turnover:** In case the tenders having the due date for submission of bid up to 30th September of the relevant financial year, and audited financial results of the immediate 3 preceding financial years are not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years. However, in case bidder is meeting the Annual Turnover criteria of BEC based on Audited Financial Statement of any one of the preceding 3 financial years, the same shall suffice.
- (iv) **Net Worth/Working Capital:** In case the tenders having the due date for submission of bid up to 30th September of the relevant financial year, and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for Net worth/ Working Capital calculation. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, Bidder has to compulsorily submit the audited financial results for the immediate preceding financial year.

4.0 Only documents (Purchase Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries, if any, during evaluation of Bids.

Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.

5.0 RELAXATION OF PRIOR TURNOVER AND PRIOR EXPERIENCE FOR STARTPUS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY), AS AMENDMED TIME TO TIME

Not Applicable

6.0 DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC

6.1 Technical Criteria of BEC

Bidder shall furnish duly filled-up Form-1 attached at Annexure to BEC

Bidder shall meet the technical as well as commercial qualification criteria as stated above. Bidder shall furnish the documentary evidence along with the bid, to establish the qualification criteria, such as purchase order/ work order, inspection release note/ completion certificates of relevant supplies, third party certificate, API License to use API monogram on API 5L PSL-2 line pipes, production catalogues, reference list of previous supplies, data for establishing production capacity, details of manufacturing, inspection & testing facilities at proposed mill(s), audited Financial statements, Balance Sheet of last three financial years etc. In absence of requisite documents, IGGL reserves the right to reject the bid without making any reference to the bidder.

For establishing equivalence with API 5L PSL-2, bidder shall submit the copy of applicable code (English translation of relevant extracts) duly certified by Chamber of Commerce, in case the code is in different language other than English. In addition, bidder shall submit certified document establishing the equivalence of SMYS and Fracture Toughness Test results.

In case bidder is participating in the bidding process by submitting their bid with MOA as stated in clause no. 3.1.3, the bidder shall submit Memorandum of Agreement (MOA) duly signed by authorized signatories of the both the company entered prior to stipulated due date of submission of bids and valid till Time for Completion plus Defect Liability Period for the work.

6.2 Financial Criteria of BEC:

BEC Clause no.	Description	Documents required for qualification
3.2.1	Annual Turn-over	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of three (3) preceding Financial Year(s) along with un-price bid.
3.2.2	Net Worth	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of last Financial Year along with un-price bid.
3.2.3	Working Capital	<p>Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report for the last audited Financial Year along with un-price bid.</p> <p>Note : If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from the their bank having net worth not less than Rs 100 Crore (or equivalent US dollar) confirming the availability of the line of credit for the respective amount specified in table 3.2.3 above, irrespective of overall position of the working capital. (Refer Attachment-I (F-9) for format for certificate from bank if bidder's working capital is inadequate).</p>

7.0 AUTHENTICATION OF DOCUMENTS TO BE SUBMITTED IN SUPPORT OF BEC:

7.1 Technical Criteria of BEC

All documents in support of Technical Criteria of BEC are to be verified and certified by any one of the following independent third party inspection agency (TPIA):

- Société Générale de Surveillance (SGS)
- Gulf Lloyds Industrial Services (India) Pvt. Ltd. (GLISPL)

- iii. International Certification Services (ICS)
- iv. Bureau Veritas (Ind.) Pvt. Ltd (BVIS)
- v. DNV GL
- vi. TUV Rheinland (India) Pvt. Ltd.
- vii. TUV SUD South Asia Pvt. Ltd.
- viii. TUV India Pvt. Ltd. (TUV Nord Group)
- ix. Intertek India Pvt. Ltd.
- x. Moody International (India) Pvt. Ltd.
- xi. RINA India Pvt. Ltd.
- xii. Tata Projects Ltd.
- xiii. Competent Inspectorate and Consultants LLP
- xiv. ABS Industrial Verification (India) Pvt. Ltd.

All charges of the Third party for verification and certification shall be borne by the Bidder. Further, TPIA will provide in addition a certificate toward verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC) as per format attached at Appendix-I to ITB of tender and the same will be submitted by the bidder in their bid.

7.2 Financial Criteria of BEC:

For Indian Bidders:

In support of financial criteria of Bid Evaluation Criteria (BEC), bidder is required to submit “Details of Financial capability of bidder” in prescribed format (F-10), duly signed and stamped by a Chartered Accountant.

Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by Notary Public with legible stamp.

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

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

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

8.0 RELAXATION OF PRIOR TURNOVER AND PRIOR EXPERIENCE FOR STARTPUS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY), AS AMENDMED TIME TO TIME

Not Applicable

9.0 BID SECURITY/ EMD

9.1 Bid Security for various items shall be as detailed below:

Item no	Minimum Bid Security Requirement
	For Indian bidders (in INR)
A1	4,46,80,000
A2	2,57,60,000
A3+A4 +A5	10,20,000
B1	1,03,80,000
B2+B3	4,00,000

Note

- a. Bid Security/EMD against particular item shall be submitted for full quantity of item, **however, bidder quoting for part quantities should meet the requirement of bid security on pro-rata basis of quantity quoted.**
- b. In case bidder quotes for more than one item/ combination, the requirement of bid security/EMD shall be on cumulative basis for the quoted items. . In case of short fall in submitted bid security complete offer shall be liable for rejection.

10. EVALUATION AND COMPARISON OF BIDS

10.1 Techno-commercial evaluation shall be completed, identifying the items for which the bidders are acceptable. The priced bids for such acceptable bidders shall be opened and prices for the Techno-Commercially acceptable items / items clubbed together shall be considered for evaluation by IGGL and MECON. Based on these opened Prices Reverse Auction shall be conducted as under:

For each Individual item / items clubbed together wise evaluated unit / total price.

Notes:

- a) For Item no. A1, A2 & B1 Reverse auction shall be conducted on unit evaluated prices separately.
- b) For item no. A3+A4+A5 & B2+B3, reverse auction on these items shall be conducted on Total evaluated price these items clubbed together.
- c) The evaluated price shall be determined after arithmetic correction(if any)

10.1.1 Reverse Auction shall be conducted in phase, taking one item / items clubbed together at a time. However, Reverse Auction for an item /item clubbed together shall be conducted and after conclusion of RA for that item, RA for another item /item clubbed together will be conducted and so on.

10.1.2 The Evaluated unit/Total Price (including arithmetic Correction, if any) of various bidders for respective item/ item clubbed together as stated below shall be the Bid

Opening Price of the respective bidders.

- (i) For each Individual item / items clubbed together wise evaluated unit/total price.
- 10.1.3 During the Reverse Auction, the bidder shall have to bid his evaluated unit / total price based on the bid opening price as well as the decrement amount.
- 10.1.4 The evaluated unit /total prices (item wise) of the short listed bidders based on their price bids submitted initially in SRM shall be the Ceiling price or the maximum permitted starting bid in reverse auction for respective bidders.
- 10.1.5 The start price of bidders will be automatically populated by system at the time of start of Reverse Auction. The same will be considered as participation by bidder in Online Reverse Auction process. In case any bidder emerges lowest bidder after RA based on their start price (s), the same will be considered as their final price(s) for award of contract / order irrespective of whether bidder had actually logged in RA portal or not. In case bidder does not accept the same, such bidder will be considered as errant bidder and action will be taken against bidder as per provision in this regard.
- 10.1.6 Bid decrement amount for the Reverse Auction shall be minimum 0.5% of the last bid of the respective bidder.
- 10.1.7 Void
- 10.1.8 The acceptable bidders shall be informed about their respective loading factors for each techno-commercial acceptable item(s) before start of the Reverse Auction process. The due date and time of conducting the Reverse Auction will be informed well in advance to Bidders, through email/ telefax.
- 10.1.9 In order to ensure that adequate communication network is available for the bidders, a dedicated Fax No. as well as two hotline nos. will be made available at the time of reverse auction and shall also be informed to the Bidders.
- 10.1.10 Bidders at their own interest should ensure uninterrupted internet connectivity at their end during the reverse auction with necessary backups to take care of any connectivity problem.

However, in case of failure in connectivity of any of the bidders, the reverse auction time shall be extended against the request of bidders provided such request is received within the auction time. Such extensions shall each be of 10 minutes and no more than two requests per bidder for such extensions shall be entertained in the auction. The extension of auction time shall be communicated to all the bidders through system broadcast message and intimated telephonically to the bidders who are disconnected from Reverse Auction at that point of time.

If IGGL/PMC is unable to extend the auction time due to some unavoidable reasons and the auction happens to end before such extension, IGGL/PMC reserve the right to launch a fresh auction immediately with the last bid price of the respective bidder

during earlier auction as starting price.

- 10.1.11 All timings of the online bid shall be based on the time indicated by the server hosting the Auction Engine which would reflect as closely as possible the Indian Standard Time (IST), i.e., GMT+0530 hrs. However, in the event of any deviations between the Server Time and the Indian Standard Time, the functioning of the Auction Engine (launch, operation and closure) would be guided by the Server time. Bidders should be advised to refresh the window of the Auction module and check the exact Server Time.
- 10.1.12 The process of Online Reverse Auction shall initially be held for a period of 30 minutes. In the event of a bid received in the last 5 minutes resulting in a change of prevailing L1 price, the period of the auction shall get extended automatically by 8 minutes (for 'Rank with L-1 price' option) and 10 minutes ('Rank Only' option) from the time of submission of such bid. This process will continue till no change in L-1 price of the first line item takes place in last 5 minutes then the auction will close.
- 10.1.13 All bidders, regardless of their previous position, can submit their bid during the extended period also.
- 10.1.14 In case of a tie during auction, i.e., two bidders entering same lowest price, the bidder who enters the prices first in the system would be taken as L-1 and the other bidder would see their ranking as L-2.
- 10.1.15 In case MSE bidder is available for any of the Item / items clubbed together of this tender, the RA for that Item / items clubbed together shall be conducted under "Rank only" bid format. In this format the participating bidders can see only his rank and his price. However, if there is no MSE bidder is available, the reverse auction for that part shall be conducted on "Rank with L-1 Price" bid prices. In this format the participating bidders can see his rank, his price and the price of L1 ranked bidder.
- 10.1.16 Void
- 10.1.17 To maintain the sanctity, un-authorized communication shall be restricted during Online Reverse Auction process. Therefore, any communicating devices including mobile phones etc. shall not be carried by anyone in the room where Online Reverse Auction is being conducted. It shall be ensured that only one or two land line phone connections are available in the room where Online Reverse Auction is being conducted for authorized interaction with bidders as per procedure. The identified numbers of IGGL for this purpose shall be intimated to the bidders well in advance. Similarly, the telephone numbers of bidders for the authorized interaction with bidders should be obtained through 'Bidders Response sheet. Conversational Communication with bidders shall be avoided during the Online Reverse Auction process unless unavoidable and considered appropriate / necessary by the IGGL/MECON.
- 10.1.18 Immediately after completion of online event of Reverse Auction, the lowest bidder for each item would re-submit breakup of their final quoted evaluated price for that item(s) (which shall be their final price against the tender for all the purposes and the

originally quoted prices for that item (s) against e-tender/tender shall no more be valid) so as to enable IGGL to award the purchase order/contract. In case, the tender documents have the provision to award the work among more than one bidder, in such an event break-up of prices shall be obtained from all such bidders.

However, in such breakup, the price component (s), that forming part of price of such item, shall not be increased above the original price of that component(s) submitted in SRM. In case, the bidder fails to provide cost break-up sheet of the final prices quoted during the online event, the same shall tantamount to withdrawal of his bid and the necessary actions as per provisions of the tender/ IGGL's procedure shall be taken up against the bidder.

10.1.19 In case, no conclusion can be drawn from reverse auction from best bid history or where reverse auction is inconclusive on account of system malfunctioning or break in internet connectivity at IGGL system end, reverse auction shall be re-conducted.

10.1.20 With the assistance of RA system provider, training to all eligible bidders on the Online Reverse Auction process shall be facilitated prior to conduct of Online Reverse Auction.

10.1.21 In case, after techno commercial evaluation, number of technically & commercially acceptable offers are less than two for any item / items clubbed together then no reverse auction will be conducted for such item (but the IGGL/MECON shall take appropriate decision regarding conducting offline price negotiation, if required, for such item). Reverse auction shall be conducted for the remaining item / items clubbed together of this tender.

Accordingly, the decision to conduct reverse auction for any item / items clubbed together shall be communicated to shortlisted bidders prior to opening of price bid.

10.2 After Reverse Auction, Evaluation and comparison of bids shall be done as per clause no.10.1 to work out the ordering on overall lowest cost to Owner, taking following into consideration:

- i) Bidder's Qualification
- ii) Bidder's capacity
- iii) Evaluated Prices.
- iv) Item no. A3+ A4+A5 & B2+B3 shall be clubbed together for the purpose of evaluation and award.

10.2.1 Bidder's Qualification

Qualification of Bidder for Line pipes shall be established based on criteria specified in the IFB. Quoted price for those items for which bidder gets qualified shall be taken up for price bid evaluation.

10.2.2 Bidder's Capacity

Bidder shall be considered for quantity of pipe manufactured from different type of processes subject to maximum assessed capacity of each mill and upto maximum quantity quoted from respective mill as per Format provided in the bidding

document. The assessed capacity shall be calculated based on data furnished by the bidder in Format provided in the bidding document. The assessed capacity in Tons/Day shall be converted to assessed capacity in Km/day, considering weight of pipes as per corresponding wall thickness as indicated under API 5L Specification.

For the Coating works, bidder shall be considered for the quantity offered from each Coating Plant subject to maximum assessed capacity of each coating plant as per Format provided in the bidding document. The assessed capacity in Km/Day shall be calculated based on data furnished by the bidder in Format provided in the bidding document.

Finally, Bidder's overall capacity for coated pipes will be considered as lower of the two i.e. lower of the capacity of pipe mill and the capacity of coating plant.

For arriving at the total assessed capacity, following shall be considered:

- i) For coated pipes, the total delivery requirement shall be as specified in the Delivery Schedule.

Accordingly, following shall be considered as No. of production days for supply of coated line pipe :

Item No	Quantity (In meters)	Delivery (Days)	Production Capacity	
		Coated Pipes	Bare Pipes (MT/day)	Coating (Meter/day)
A1	2,62,000	189	211.15	1386.24
A2	1,26,000	189	124.70	666.67
A3	500	Not Applicable	Not Applicable	Not Applicable
A4	100	Not Applicable	Not Applicable	Not Applicable
A5	1,400	Not Applicable	Not Applicable	Not Applicable
B1	1,58,000	77	113.82	2051.95
B2	1,100	Not Applicable	Not Applicable	Not Applicable
B3	1,100	Not Applicable	Not Applicable	Not Applicable

- ii) The capacity on per day basis of the bidders established based on capacity criteria specified under IFB.
- iii) Based on (i) & (ii) above, bidder total capacity as per delivery requirement shall be assessed.
- iv) Based on available capacity worked out at para iii) above, the capacity constraint i.e. the maximum quantity (KM) of bare pipe/Coating Work/coated pipe that can be ordered on a bidder shall be determined.

In case the capacity of selected Bidder falls short up to 5% of total /balance item quantity of a particular item, then his capacity will be enhanced (upto 5%) to consider him for placement of order for that item.

Each location for pipe mill and coating plant shall be qualified technically with regard to capacity and evaluation & ordering shall be done accordingly.

10.2.3 Evaluated Prices

The evaluation shall be done on the basis of item landed cost of coated pipes at Warehouse locations including transportation, arrangement & maintenance of storage yards as specified in MR.

Prices of following items shall be clubbed together for the purpose of evaluation and award.

- (i) Item No. A3 + A4 +A5 & B2+B3 combined together
- (ii) The other items individually

10.2.3.1 Evaluated price of Coated Pipes shall be derived by taking the following into account.

Ex-warehouse/Storage Yard including transportation, arrangement & maintenance of warehouse price all inclusive (including output GST) quoted by the Bidders under respective Column no. 4 of Price Schedule.

10.3 Matching of Prices

10.3.1 In case due to reasons like capacity constraints, quoted scope of work, limitations of the bidders or any other reasons, if full quantity of any item under a “Price Schedule” cannot be awarded to selected L1 Bidder, the opportunity of matching the prices to be extended to L2 bidder and thereafter to other bidder in order of their inter-se-ranking and capacity constraint. The bidders who match the evaluated price of selected L1 bidder will be considered for award.

In case the L2 / L3 and so on bidders do not match their prices as mentioned above or some quantity is left out after matching the prices as above, then the remaining quantity is to be re-tendered following the normal tendering procedure.

10.4 Placement of Orders

Based on above, order shall be placed for supply of bare / coated line pipes on L-1 basis.

10.5 General

10.5.1 The quantity for ordering of a item may be divided on more than one bidder for the item and therefore Bidder's quoted price for these items shall be valid for part quantity also.

10.5.2 Bidder may quote for supply of bare or coated pipes manufactured by any one Process or different Processes. However, bidder shall quote only one price for an item, irrespective of Process of manufacturing.

10.5.3 In case bidder opts to quote pipes manufactured by different Processes of manufacturing for an item, bidder shall specify quantity offered for each process.

10.6 **PREFERENCES**

Purchase Preference to Central Government Public Sector Undertaking (PSU) shall be allowed as per Government Instructions in vogue.

- a) Purchase Preference: Shall be allowed as per Government Guideline in vogue*
- b) MSE preference as applicable*

FORM-1

Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products to be provided on Rs.100/- Stamp Paper Date:

SUB: BARE / COATED LINE PIPE FOR NORTH-EAST NATURAL GAS PIPELINE GRID (PHASE-1) PROJECT OF M/S INDRADHANUSH GAS GRID LTD.

TENDER NO: 05/51/23UU/IGGL/012

I _____ S/o, D/o, W/o, _____ Resident of _____
_____ hereby solemnly affirm and declare asunder:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: _____.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before IGGL for the purpose of assessing the domestic value addition.

That the domestic value addition for all inputs which constitute the said iron & steel products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of IGGL for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No. _____ wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that IGGL is hereby authorized to forfeit my EMD. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Bidder (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Iron & Steel Products for which the certificate is produced

-
- iv. IGGL to whom the certificate is furnished
 - v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
 - vi. Name and contact details of the unit of the manufacturer(s)
 - vii. Net Selling Price of the iron & steel products
 - viii. Freight, insurance and handling till plant
 - ix. List and total cost value of input steel (imported) used to manufacture the iron & steel products
 - x. List and total cost of input steel which are domestically sourced.
 - xi. Please attach domestic value addition certificates from suppliers, if the input is not in house.
 - xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

For and on behalf of(Name of firm / entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

SECTION-III

INSTRUCTIONS TO **BIDDERS**

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

SECTION-III**INSTRUCTION TO BIDDERS****INDEX****[A] GENERAL:**

1. SCOPE OF BID
2. ELIGIBLE BIDDERS
3. BID FROM CONSORTIUM / JOINT VENTURE
4. ONE BID PER BIDDER
5. COST OF BIDDING
6. SITE-VISIT

[B] TENDER DOCUMENT:

7. CONTENTS OF TENDER DOCUMENT
8. CLARIFICATION OF TENDER DOCUMENT
9. AMENDMENT OF TENDER DOCUMENT

[C] PREPARATION OF BID:

10. LANGUAGE OF BID
11. DOCUMENTS COMPRISING THE BID
12. BID PRICES
13. GST (CGST&SGST/ UTGST or IGST)
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY DEPOSITE (EMD)
17. PRE-BID MEETING
18. FORMAT AND SIGNING OF BID
19. ZERO DEVIATION & REJECTION CRITERIA
20. E-PAYMENT

[D] SUBMISSION OF BIDS:

21. SUBMISSION, SEALING AND MARKING OF BID
22. DEADLINE FOR SUBMISSION OF BID
23. LATE BID
24. MODIFICATION AND WITHDRAWAL OF BID

[E] BID OPENING AND EVALUATION:

25. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
26. BID OPENING
27. CONFIDENTIALITY
28. CONTACTING THE PURCHASER
29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
30. CORRECTION OF ERRORS
31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
32. EVALUATION AND COMPARISON OF BIDS
33. QUANTITY VARIATION
34. PURCHASE PREFERENCE

[F] AWARD OF CONTRACT:

35. AWARD
36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
37. DISPATCH SCHEDULE
38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
39. PROCEDURE FOR ACTION IN CASE
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL
ENTERPRISE
41. PACKING INSTRUCTIONS
42. VENDOR PERFORMANCE EVALUATION
43. MENTIONING OF PAN NO. IN INVOICE/BILL
44. DISPUTE RESOLUTION MECHANISM
45. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/
ORGANIZATIONS
46. REPEAT ORDER
47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS
48. QUARTERLY CLOSURE OF THE CONTRACT
49. PROVISION FOR STARTUPS
50. GUIDELINES FOR PROVISION REGARDING INVOICE FOR REDUCED
VALUE OR CREDIT NOTE TOWARDS PRS
51. PROVISION REGARDING POLICY TO PROVIDE PREFERENCE TO
DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS
(DMI&SP)

[G] ANNEXURES:

1. ANNEXURE-I: PROCEDURE FOR ACTION IN CASE
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
2. ANNEXURE-II: PROCEDURE FOR EVALUATION OF PERFORMANCE
OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS
3. ANNEXURE-III : ADDENDUM TO INSTRUCTIONS TO BIDDERS
(INSTRUCTION FOR PARTICIPATION IN E-TENDER)
4. ANNEXURE-IV: POLICY TO PROVIDE PREFERENCE TO
DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS
(DMI&SP)
5. ANNEXURE-V: BIDDING DATA SHEET (BDS)
6. APPENDIX-I : FORMAT FOR UNDERTAKING FROM TPIA

INSTRUCTIONS TO BIDDERS [ITB]

[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Purchaser as defined in the "General Conditions of Contract-Goods [GCC-Goods]", wishes to receive bids as described in this invitation to offer (the “**Tender Document /Bid Document**”) issued by the Purchaser. Purchaser/Owner occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Tender Document.
- 1.3 The successful Bidder (the “**Supplier**”) shall complete delivery of goods alongwith its incidental services (if any) as per Specification, Scope of Supply/Job within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender 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 Purchaser for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in ITB, Clause No. 39” (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on ‘Holiday’ by IGGL or Public Sector Project Management Consultant (like EIL, Mecon etc. 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 Annexure-I, 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 Tender Document is/was issued inadvertently/ downloaded from, then Bid submitted by such Bidder shall not be considered for opening/ evaluation/award.
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 about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall 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 there status on above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall 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 Purchaser 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 Purchaser as an Engineer/ Consultant for the Contract.

2.5 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a Project (except feasibility report) nor its affiliates 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 Tender Document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.7 Power of Attorney:

Power of Attorney to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

(I) In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:

- a) In case of Proprietorship: by Proprietor
- b) In case of Partnership: by all Partners or Managing Partner
- c) In case of Limited Liability Partnership: by any bidder's employee authorized in terms of Deed of LLP
- d) In case of Public / Limited Company: PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

(II) In case of a Consortium, Power of Attorney shall be issued both by Leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium.

The Power of Attorney should be valid till award of contract / order to successful bidder.

3 BID FROM "CONSORTIUM"/"JOINT VENTURE"– NOT APPLICABLE

4 ONE BID PER BIDDER

4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). 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 More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder. Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

4.3 Alternative Bids shall not be considered.

- 4.4 The provisions mentioned at clause no. 4.1 and 4.2 herein above shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups/ SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups / SOR items basis.

5 COST OF BIDDING

- 5.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. 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 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 supply/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 Purchaser 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 Purchaser 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] – TENDER DOCUMENT

7 CONTENTS OF TENDER DOCUMENT

- 7.1 The contents of Tender Document are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s) ' issued in accordance with "ITB: Clause- 8&9":

- Section-I : Invitation for Bid [IFB]*
- Section-II : Bid Evaluation Criteria [BEC] & Evaluation Methodology
- Section-III : Instructions to Bidders [ITB], Annexures & Forms & Format **
- Section-IV : General Conditions of Contract [GCC]***
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Technical Specifications , Drawing (wherever applicable) and scope for incidental services (wherever applicable)
- Section-VII : Price Schedule/ Schedule of Rates

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

** The subject tender is based on standard formats and applicability of some specific clauses may be seen in Annexure-IV i.e. BDS (Bidding Data Sheet)

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions of the Tender Document. The RFQ&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 Tender Document or submission of a Bid not substantially responsive to the Tender

Document in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 CLARIFICATION OF TENDER DOCUMENT

- 8.1 A prospective Bidder requiring any clarification(s) of the Tender Document may notify IGGL in writing or by email in the format "F-11" at IGGL's mailing address indicated in the IFB/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 bid closing date 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 Websites as mentioned at clause no. 2.0 (F) of IFB/ communicated to prospective bidders by e-mail.
- 8.2 Any clarification or information required by the Bidder but same not received by the Purchaser as per instructions at clause 8.1 above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF TENDER DOCUMENT

- 9.1 At any time prior to the 'Due Date& Time of Bid Submission', Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Tender Document 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 (F) of IFB /communicated to prospective bidders by e-mail. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.
- 9.3 The Purchaser, 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 addenda/ corrigendum issued thereof.

[C] – PREPARATION OF BID

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 Bidders are requested to refer instructions for participating in e-Tendering enclosed herewith as Annexure-III, User Manual for Bidders and FAQs available in e- Portal and bids submitted manually shall be rejected. The Bid must be submitted on E-portal as follows:-
Bid should be submitted at the portal for e-tender
(www.tenderwizard.com/MECON) in Two Bid system in two parts as below:
- (i) TECHNO-COMMERCIAL/UN-PRICED BID (Part-I)
 - (ii) PRICE BID (Part-II)

11.1.1 **PART-I: "TECHNO-COMMERCIAL / UN-PRICED BID"**

Comprising all the below mentioned documents should be uploaded in the private area earmarked (Tender Document) in the IGGL's e-portal. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) Copy of Price Schedule/ Schedule of Rate (SOR) with prices blanked out but mentioning "Quoted" / "Not Quoted" (as applicable) written against each item, in support of having submitted prices in the Priced Bid/SOR strictly in the format provided in the Tender Document.
- (d) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (e) 'Agreed Terms and Conditions', as per 'Form F-5'
- (f) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document.
- (g) Copy of Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB. Digital signature of person holding power of attorney to be used for submitting bid.
- (h) Any other information/details required as per Tender Document
- (i) Copy of EMD, as per Clause 16 of ITB
- (j) All other forms and Formats including Annexures.
- (k) Void
- (l) Tender Document, its Corrigendum/Amendment/Clarification(s) digitally signed by the Authorized Signatory holding POA.
- (m) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document.
- (n) Demonstration Fee (if applicable)
- (o) Format A to IFB (Line Pipe manufacturing Mill capability assessment)
- (p) Format B to IFB (Best Campaign-Pipe Mill)
- (q) Format C to IFB (Current Ongoing Campaign)- to be submitted if bidder opt for demonstration
- (r) Format D to IFB (Demonstration)- to be submitted if bidder opt for demonstration
- (s) Format F to IFB (3 LPE Coating Mill Capability Assessment)
- (t) Format G to IFB (Capacity Assessment Coating Plant).
- (u) Format H to IFB (Coating Demonstration)- to be submitted if bidder opt for demonstration
- (v) Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products to be provided on Rs. 100/- Stamp Paper as per Form-1 of DMI&SP Policy. **This document also need to be submitted in Original.**
- (w) Mill Audit Fees (if applicable), scanned copy of the same shall be uploaded on e-portal and original in physical form.
- (x) Bidder's opting for demonstration route (for bare pipe manufacturing and / or coating work), for qualification need to submit a fee of Rs. 10 Lakh (INR One Million only) each Mill (Bare/Coating) plus applicable GST in the form of Demand Draft in favour of MECON Limited, Delhi. The scanned copy of the demonstration fee shall be uploaded in e-bid and hard copy of the same shall be sent to MECON along with original EMD.

Further, Bidders must submit the original "Bid Security / EMD", Power of Attorney, Mill Audit Fees (if applicable), Affidavit of Self Certification regarding Domestic Value

Addition in Iron & Steel Products 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 Bid Due Date.

Bidders are required to submit the EMD in original by Bid Due Date and Time 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 Bid Due Date and Time, 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 Bid Due Date, 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.

11.1.2 PART-II: Price Bid

Part-II of the Bid shall contain Price Bid only. Price Bid (Microsoft Excel File) is to be downloaded from website www.tenderwizard.com/MECON and then is to be filled, saved and uploaded (through digital signature) on the same website and not to be submitted in hard copy at all. **Schedule of Rates (Price Bid) to be considered for the same.**

IGGL shall not be responsible for any failure on the part of the bidder to follow the instructions given in the Note below.

Note:

- i) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the Bid. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Price Schedule/ Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.
- ii) 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 Bid.
- iii) In case, it is observed that any of the Bidder(s) has/have offered *suo-moto* Discount/Rebate after opening of unpriced bid but before opening of price bid, 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 and the same will be conclusive and binding on the Bidder.
- iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from Bidder, while evaluating the un-priced part of the Bid, any of the bidders offers upward revised prices; such Bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

11.2 In case of bids invited under Single Bid System (clause no. 2.0(C) of IFB refers), a single part containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB shall form the Bid.

11.3 Bidders are requested to refer instructions for participating in e-Tendering enclosed herewith as Annexure-III, User Manual for Bidders and FAQs available in e-Portal (www.tenderwizard.com/MECON). Bids submitted manually shall be rejected.

12 BID PRICES

- 12.1 The bidder shall e-quote Bid Prices on the appropriate format for “Price Schedule” enclosed as part of Bid Document.
- 12.2 Price quoted by the bidder, shall remain firm, fixed, and valid until completion of the contract performance and will not be subject to any variation, except statutory variation pursuant to relevant provisions of ITB.

Statutory variation on account of GST shall be to the account of Owner for the supplies made within Contractual Delivery Date or any extension thereof for the delays attributable to Owner. However benefit due to decrease in tax on account of statutory variation shall be passed on to the owner. Statutory variation shall be allowed on output tax liability under GST and Basic Custom Duty & Cess thereon on built in import content.

Statutory variation beyond CDD or any extension thereof for the delays attributable to Owner shall be payable only in respect of warehouse maintenance charges.

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

In case of statutory variation(s) in the taxes & duties mentioned at clause no. 12.2 above, the Supplier shall submit a copy of the ‘Government Notification’ to evidence the rate as applicable on the Bid Due Date and on the date of revision. Claim for payment of statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two [02] months from the date of issue of such ‘Government Notification’, otherwise such claim may not be entertained

- 12.2.1 If any new taxes and/ or duties come into force from Central/State Government Authority after bid due date and extension, thereof but within contractual delivery period, the same will be reimbursed to bidder against documentary evidence, after ascertaining its applicability. However, in case of delay in delivery, if any, new taxes and/ or duties come into force from Central/State Government Authority after contractual delivery period; the same shall be to seller’s account.
- 12.2.2 Bidder shall have to correctly ascertain all applicable taxes & duties as on bid due date and quote rates accordingly. The bidder shall be exclusively responsible for taxes & duties quoted in the offer and evaluation shall be done as per the taxes & duties quoted by the bidder. However Payment of GST shall be made at the rate quoted by the bidder or billed by bidder (not adjusted for Statutory Variation) whichever is lower.
- The statutory variation in taxes & duties after bid due date, the same shall be dealt after notification under statutory variation clause.
- 12.3 The bidder shall e-quote the price for item in the Price Schedule after careful analysis of cost involved for the performance of complete work considering all parts of the Bidding Documents. In case, any activity though specifically not covered but is required to complete the work as per scope of work, scope of supply, specifications, standards, drawings, GCC, SCC or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

- 12.4 The Employer is entitled to Project rate of Customs Duty for imports made for this Project. The present rate (Project import) of basic Customs duty is @ 5% plus Social Welfare Surcharge {In lieu of education cess and secondary & higher education cess leviable on import of goods, the Social Welfare Surcharge to be levied with effect from 2 February 2018 at the rate of 10% of the Basic Custom Duty on import}. The bidder while quoting the price may consider the project rate of custom duty for built in import content. However, in case bidder is allowed, vide any other notification, a lower rate of customs duty than project rate of customs duty for import of raw materials and components viz. plates/coils, welding material, coating material, etc., in such case bidder may consider the same and quote accordingly.

Education Cess and Secondary & Higher Education Cess leviable on imported goods are being abolished by omitting Chapter VI in Finance (No.2) Act, 2004 and Finance Act, 2007, respectively. [Clause 106 of the Finance Bill refers]. Till the enactment of the Finance Bill, 2018, Education Cess and Secondary & Higher Education Cess leviable on imported goods are being fully exempted by way of notification. [Notification Nos. 7/2018-Customs and 8/2018-Customs dated 02.02.2018 refer] Consequently, Notification Nos. 69/2004-Customs dated 09.07.2004 and 2\$/2007-Customs dated 1st March 2007 exempting specified goods from levy of Education cess and SHE cess are being rescinded vide notification Nos.9/2018-Customs and 10/2018-Customs dated 02.02.2018.

Bidder shall ascertain the applicable customs tariff and rate of customs duty quoted by them and shall be solely responsible towards applicability and correctness of such tariff and rates. The ordering shall be carried out based on the customs tariff and rates of customs duty quoted by the bidder. However, in case of wrong classification in respect of project/merit rate of duty, customs tariff, rate of customs duty etc. no variation including statutory variation of Customs Duty will be payable extra. The bidder(s) must indicate quantity, CIF value & rate of custom duty considered in the Price Schedule.

In case bidder has quoted the Basic Custom duty (i.e. under CEPA or any other concessional agreement) less than the project rate of custom duty for import of raw materials and components and during the actual import, if the Custom duty is found to be more than the quoted rate due to any reason then additional duty implication upto project rate of custom duty @ 5% shall be borne by the bidder.

Further, in case bidder has quoted the Project rate of Custom duty @ 5% for import of raw materials and components but during actual import, if the rate found to be less than quoted rate of Custom duty then the benefits on this account shall be passed on to the owner.

If bidder has considered Customs Duty for import contents other than the Project rate of customs duty in their offer, then statutory variation on the customs duty shall be payable extra on the project rate of customs duty or the rate of customs duty considered by the bidder, whichever is lower.

The Employer's responsibility is only limited to furnishing of the necessary certificate to the bidder in order to enable bidder to obtain Essentiality Certificate from the Ministry for availing the Project rate of Customs Duty. However, this certificate shall not be issued for import of Line Pipes to Indian Bidders.

No Statutory variation is allowed on creditable portion of import duties like IGST etc. If a bidder quote merit rate of customs duty for import content, then evaluation shall be carried out based on quoted rates of custom duty and in case bidder happens to be L1 bidder based

upon their quoted rates, the differential basic custom duty between project rate and as quoted rate shall be pass on IGGL or it shall be recovered by IGGL from the invoices.

In case, no import is made for execution of the order, this clause will not be applicable.

12.5 Presently, IGGL is not eligible to avail credit with respect to GST (IGST/ CGST or SGST).

12.5.1 Void

12.5.2 Void

12.5.3 In case a Line Pipe manufacturer's plant is located in an EOU area or SEZ or any other geographical area in India and eligible for a different or concessional rate of GST, the manufacturer shall provide the details of the Basic Custom duty (incl. Edu. Cess) if applicable and GST.

12.5.4 As per rule 138 of CGST rules, e-way bill is to be generated by a person who causes the movement of goods. Effective from 1st Feb.2018, for all the supplies on FOR/FOT basis, Suppliers/vendors are required to prepare e-way bill.

12.6 **Bidders shall indicate the following as per Price Schedule:**

12.6.1 Void

12.6.2 Void

12.6.3 Supply of Coated & Bare line pipes

12.6.3.1 Ex-Warehouse price including packing and forwarding, all applicable taxes and duties including GST on finished goods (such price to include fabrication /manufacturing of line pipes, external coating of pipes, internal coating (wherever applicable), packing & Forwarding, dispatch of coated /bare pipes to warehouse including inland transportation, establishment (hiring /owning) of warehouse, transit and storage insurance, storage and preservation of coated/bare pipes at warehouse for 3 months beyond contractual completion period or date of last coated pipe received at warehouse whichever is later and loading on line pipe laying contractor's carrier)

12.6.3.2 The bidder shall indicate the following separately:

12.6.3.2.1 Unit Ex-Storage Yard prices including all applicable taxes and duties, Packing & Forwarding but Excluding Output GST, inland transportation charges from Coating Yard to Storage Yard, establishment and maintenance of Storage Yard charges

12.6.3.2.2 Inland transportation charges from coating Plants to Storage Yard including all applicable taxes excluding Output GST.

12.6.3.2.3 Establishment & Maintenance of Storage Yard (as per the Scope of Work) including all applicable taxes but Excluding Output GST.

12.6.3.2.4 Output GST on (Sl. No. 12.6.3.2.1 + Sl. No.12.6.3.2.3)

12.6.3.2.5 Output GST on Sl. No. 12.6.3.2.2

12.6.3.2.6 CIF value of import for raw material and components (import content) incorporated or to be incorporated in the goods. The bidder shall provide description of such material, quantity, rate, value etc.

12.6.3.2.7 Import Duty amount considered on above CIF value of import for raw material and components as per clause 12.6.3.2.6.

However if there is no import, the above clause shall not be applicable.

12.7 Invoices

12.7.1 Vendors are advised to ensure timely submission of correct invoice(s) with all required supporting document(s) within a period specified in Contract / LOA.

12.7.2 Vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by IGGL if become applicable at any stage. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, IGGL shall not be liable to make any payment on account of GST against such invoice. The supplier shall mention the particulars of IGGL (India) Limited on the Invoice. Besides, if any other particulars of IGGL are required to be mentioned, under GST rules/ regulations on the date of dispatch, the same shall also be mentioned on the Invoice.

12.7.3 GST Shall be paid against receipt of Tax invoice. In case of non- payment of GST By a contractor/vendor, IGGL shall not be held responsible for any penalties by Govt. Agencies. The vendor/Contractor shall indemnify IGGL for any default in payment of GST by the Vendor.

12.7.4 Where IGGL has the obligation to discharge GST liability under reverse charge mechanism and IGGL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to IGGL or Input Tax Credit (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.

12.7.5 The Supplier shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to IGGL due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier shall be liable to IGGL for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.

12.7.6 Notwithstanding anything contained anywhere in the Contract, in the event that the input tax credit of the GST (if become applicable at any stage) charged by the Contractor / Vendor is denied by the tax authorities to IGGL for reasons attributable to Contractor / Vendor, IGGL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of GST, IGGL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on IGGL.

- 12.7.7 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 12.7.8 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/ concessions available under tax laws.
- 12.7.9 Any new taxes, duties, cess, levies notified or imposed after bid due date but before the contractual date of completion of work shall be to IGGL Account against documentary evidence and after ascertaining its applicability.
- 12.7.10 The contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- 12.7.11 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 (CGST & SGST/UTGST or IGST) to such vendor and shall also be entitled to deduct / recover such GST (CGST & SGST/UTGST or IGST) along with all penalties / interest, if any, incurred by IGGL.
- 12.7.12 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.

12.8 Storage and Preservation of Coated/Bare Line Pipes at Warehouse for 24 Months beyond the free period of 3 months

- 12.8.1 After free period of three months, Supplier will be entitled for payment of Rs.10,500/- (exclusive of GST) per day for storage and preservation of coated/bare line pipes at warehouse for 24 months beyond the free period of 3 months and shall be applicable only for warehouse maintained by the contractor. GST shall be payable extra at actual against invoice. Statutory variation on account of GST shall be payable as per tender document.
- 12.8.2 In case of delay in construction activities, if all the pipes could not be issued to laying contractor within 27 months i.e. (3 months free period + 24 months paid period @ Rs. 10500/- per day), then the remaining pipes may be transported to the designated store of IGGL by the Supplier/Contractor.
- 12.8.3 The transportation charges to shift remaining pipes to IGGL's designated store will be worked out on pro-rata basis based on available rate in Price Schedule for transportation of coated / bare line pipes from their coating plant to dumpsite. The supplier shall be bound to deliver the remaining pipe at IGGL's designated stores on the basis of rates derived, as mentioned below:

Following shall be used for working out transportation charges on pro-rata basis.

$$\frac{\text{Unit rate as per SOR} \times (\text{Distance between dump site and IGGL's designated store})}{\text{Distance between coating plant to dumpsite}}$$

The distance between the places shall be derived on the basis of shortest distances available in MAPMYINDIA/GOOGLE Map website. The unloading/ stacking as per the instruction of IGGL/ MECON at IGGL designated store shall be done by coating contractor.

13 VOID

14 **BID CURRENCIES:**

Bidders must submit Bid in Indian Rupees only.

15 **BID VALIDITY:**

- 15.1 Bid shall be kept valid for period specified in BDS from the final 'Bid Due Date'. 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 Purchaser may request the Bidder 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 email. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 **EARNEST MONEY DEPOSIT (EMD)**

- 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 Indradhanush Gas Grid Limited payable at place mentioned in BDS] or 'Bank Guarantee' strictly as per the format given in form F-2 of the Tender Document. Bidder shall ensure that EMD submitted in the form of 'Bank Guarantee' 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 bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of IGGL's Bank Account are mentioned under BDS. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer

through email/letter with tender reference number immediately after remittance of EMD. In absence of submitting/ uploading the remittance details, the bid is likely to be considered as bid not accompanied with EMD. Further, in case of the online transaction, submission of EMD in original is not applicable.

- 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 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, 16.2& 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' 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/ Startups are exempted from the payment of EMD.
- 16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by IGGL. The forfeiture amount will be

subject to final decision of IGGL based on other terms and conditions of order.

- 16.11 EMD / Bid Bond will not be accepted in case the same has reference of 'remitter' / 'financer' other than bidder on the aforementioned financial instrument of EMD / Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

17 PRE-BID MEETING

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at Date, Time & Venue as 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 demonstration of e-tendering process. The Bidder must submit their queries / clarifications to IGGL in the format "F-11", as mentioned at clause no. 8.0 of ITB.
- 17.3 The text of the questions raised and the responses that may become necessary as a result of the Pre-Bid Meeting, will be prepared in the form of Addendum / Corrigendum /Clarification to the Tender Document and will be uploaded on websites of IGGL, Govt. and Tender Wizard's e-Portal (in case of e-tendering) 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(s) 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) has 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(s) signing the Bid.
- 18.3 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 Tender Document may lead to rejection of Bid. IGGL will accept Bid based on terms & conditions of Tender Document only. Bidder may note, IGGL will determine the substantial responsiveness of each bid to the Tender Document 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 Tender Document without deviation(s) or exception(s). 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(ies) to the Bidder(s), if required. The response(s) to the same shall be in writing, and no change in the

price(s) or substance of the Bid shall be sought, offered or permitted. The substance of the Bid includes but not limited to prices, completion/delivery period, scope, technical specifications etc. Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid 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
- (c) Specifications
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Delivery Period / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security / Security Deposit
- (i) Warranty/ Guarantee
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Void
- (m) Non-compliance of the Policy for Providing Preference to Domestically Manufactured Iron & Steel Products.
- (n) 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 & conditions of Tender Document.

20 E-PAYMENT

Indradhanush Gas Grid Limited has initiated payments electronically to Suppliers / Contractors electronically through ‘e-banking/ cheque’. 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 BID

- 21.1 Bid shall be submitted through e-tender mode in the manner specified in Tender Document. No Manual/ Hard Copy (Original) Bid shall be acceptable.
- 21.2 EMD /physical documents shall be addressed to the owner at address specified in IFB.
- 21.3 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 BID

- 22.1 The Bid must be uploaded on Tender Wizard’s e-Portal not later than the Bid Due Date & Time specified in IFB of the Tender Documents. The Physical documents as specified in IFB & ITB must be received by the MECON at the address as specified in ITB, not later

than the time and period as given in clause of IFB.

- 22.2 IGGL may, in exceptional circumstances and at its discretion, extend the Due Date & Time for Bid submission through a Corrigendum as per clause no. 9.0 of ITB. In which case all rights and obligations of IGGL and the Bidder, previously subject to the original Due Date & Time will thereafter be subject to the Due Date & Time as extended. Such Corrigendum for extension of Due Date & Time of Bid submission will be uploaded on websites of IGGL and Govt. and Tender Wizard's e-portal and will be communicated to the prospective bidders.

23 LATE BID

- 23.1 Any Bid received after the Bid Due Date & Time of tenders will be treated as late bids. However, e-tendering system of IGGL shall close immediately after the Due Date & Time of Bid submission and no bids can be submitted thereafter.

In case the EMD/physical documents have been received but the Bid is not submitted by the bidder in the e-Portal, such EMD/ physical documents shall be returned immediately.

- 23.2 EMD /physical documents 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 BID

- 24.1 The Bidder may withdraw or modify its Bid after bid submission but before the Bid Due Date & Time. No bid shall be modified/ withdrawn after the Bid Due Date & Time.
- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Bid Due Date & Time 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.

[E] BID OPENING AND EVALUATION:

25 PURCHASER'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(s) or any obligations to inform the affected Bidder(s) 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.

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 bid is determined to be technically and commercially responsive. Bidders selected for opening of their price bid shall be informed about the date & time of price bid opening. Bidders may depute their authorized representative to witness the price bid opening. The Bidders' representatives, who are present shall sign a Price Bid Opening 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.

26.3 In case of Bids invited under the Single Bid System, Bid shall be opened on the Due Date & Time of Bid Opening as specified in the Tender Document.

26.4 Wherever Reverse Auction is applicable, price bids of techno-commercially acceptable bidders shall not be opened publicly.

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 PURCHASER

28.1 From the time of Bid opening to the time of placement of order, if any Bidder wishes to contact the Purchaser 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 a Bidder to influence the Purchaser in the Purchaser's processing of Bid(s) including '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 the IGGL's procedure in this regard.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

29.1 The purchaser's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Purchaser will determine whether each Bid:-

- (a) meets the "Bid Evaluation Criteria" of the Tender Document;
- (b) has been properly signed;
- (c) is accompanied by the required EMD;
- (d) is substantially responsive to the requirements of the Tender Document; and
- (e) provides any clarification and/or substantiation that the Purchaser 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, specifications etc. of the Tender Document without any material deviation or reservation or omission, for this purpose Purchaser defines the foregoing terms below:-

-
- a) “Deviation” is departure from the requirement specified in the Tender Documents.
 - b) “Reservation” is the setting of limiting condition(s) 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 Document.
 - ii) limit, in any substantial way, inconsistent with the Tender Document, the Purchaser’s rights or the Bidder’s obligation under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The Purchaser 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 Purchaser 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 Purchaser for any arithmetic errors. Errors will be corrected by the Purchaser 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 Purchaser 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 EMD 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

- 32.1 Bid shall be evaluated as per Evaluation Methodology mentioned in Section-II of Tender Document.

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

In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LoA will be placed on the startup who is registered

earlier with Department of Industrial Promotion and Policy.

32.2. OTHER CRITICAL POINTS FOR EVALUATION OF OFFER ARE AS UNDER:

The unit prices quoted in the price bid is to be considered for evaluation and no cognizance will be given to the supplementary/supporting document attached to the price bid, break-up of prices, etc.

32.3 DEEMED EXPORT BENEFIT

Deemed export benefits are not applicable and Indian Bidder should furnish prices without considering these benefits.

33 QUANTITY VARIATION

33.1 Where nature of items is such that the items cannot be supplied in exact quantity of the Purchase Order as in case of cables/ steel/ chemicals etc., quantity tolerance upto $\pm 5\%$ may be allowed. For such tolerance, separate amendment to Purchase Order would not be necessary.

33.2 The Purchaser reserves the right to delete the requirement of any one or more items of Tender Document without assigning any reason.

34 PURCHASE PREFERENCE

Purchase Preference to Central Government Public Sector Undertaking (PSU) shall be allowed as per Government Instructions in vogue.

- a) *Purchase Preference: Shall be allowed as per Government Guideline in vogue*
- b) *MSE preference as applicable*

[F] – AWARD OF CONTRACT

35 AWARD

Subject to “ITB: Clause-29.0”, IGGL will place order 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 [FOA]

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. Supplier/Seller). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Purchase Order /Contract 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 Purchase Order without issuing FOA and in such case the Contract shall enter into force on the date of detailed Purchase Order only.

- 36.2 Contract/ Delivery/Completion Period shall commence from the date of Notification of Award/FOA or as mentioned therein.
- 36.3 Upon the successful Bidder's / Supplier's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", IGGL will promptly discharge his EMD, pursuant to "ITB: Clause-16".
- 36.4 The order value is subject to Price Reduction Schedule (PRS) clause.
- 36.5 IGGL may issue digitally signed Contract (s) / Letter of Acceptance (s) to successful bidders through online system. In that case, as a token of acceptance of the same, successful bidder (s) shall be required to submit digitally signed contract (s) / Letter of Acceptance (s), through online system only. In such scenario, Contract (s) / Letter of Acceptance (s) shall not be issued in physical form.

37.0 **DISPATCH SCHEDULE**

- 37.1 If Purchase Order issued based on FOT (Free on Truck) / FOR (Free on Rail) project site basis, materials shall be delivered at the destination on freight prepaid & door delivery basis and for the cases where order(s) are finalized on Ex-works basis the transportation will be arranged by supplier(s) / IGGL on 'freight to pay' basis and the freight will be paid at the destination.
Seller shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as per Purchase Order:
- (i) Shipments Schedule
 - (ii) Dimension details of packages
 - (iii) Detailed technical write-up along with Catalogue (if applicable)
 - (iv) Any other document/details, if mentioned in Purchase Order
- 37.2 The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by IGGL, the concerned designated order issuing authority may be contacted in this regard. It will be the responsibility of the supplier to ensure the compliance of the provisions relating to E-Way bill before dispatch of the consignment and any financial implication arising due to non-compliance in this regard will be to the account of the supplier.
- 37.3 It shall be responsibility of the seller to send intimation immediately on dispatch of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier.

38 **CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT**

- 38.1 Within 30 days of the receipt of the notification of award/ FOA from IGGL, the successful Bidder shall furnish the Contract Performance Security/Security Deposit(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 value as specified in Notification of Award is less than INR 5Lakh (exclusive GST).

38.2 The CPS shall be for an amount as specified in BDS towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of CPS, Contract/Order Value shall be exclusive of **GST (CGST&SGST/UTGST or IGST)** to be reimbursed by Purchaser as per provision of contract.

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 Warranty/ Guarantee Period specified in Tender Document.

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 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.

38.5 The successful bidder can also submit the Security Deposit/ Contract Performance Guarantee through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of IGGL's Bank Account is mentioned in BDS.

While remitting, the bidder must indicate "Security Deposit/ Contract Performance Guarantee against FOA/DLOA/PO no. _____ (contractor/ vendor to specify the FOA/DLOA/PO No.)" under remarks column of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.

38.6 In case of forfeiture of Contract Performance Security/ Security Deposit, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by IGGL. The forfeiture amount will be subject to final decision of IGGL based on other terms and conditions of order.

38.7 CPBG / Security Deposit will not be accepted in case the same has reference of 'remitter' / 'financer' other than bidder on the aforementioned financial instrument of CPBG / Security Deposit submitted by the Supplier / Contractor / Service Provider.

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 to ITB.

39.2 Fraud Prevention Policy

(i) The Fraud Prevention Policy document is available on IGGL's website (<https://iggl.co.in>)

39.3 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 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 Indradhanush Gas Grid Limited, to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Indradhanush Gas Grid Limited, such decision of Indradhanush Gas Grid Limited 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 (MSE)

40.1 Following provision has been incorporated for Micro and Small Enterprises (MSE), in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from MSEs.

- i) Void
- ii) Exemption to MSEs from payment of EMD.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women.

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

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

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

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding 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.

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

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

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

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

The above document(s) 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.

The Public Procurement Policy for MSEs is meant for procurement of only goods produced & Services rendered by MSEs. The benefit of policy are not extended to the traders/dealers/ Distributors/Stockiest/Wholesalers.

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 from IGGL, 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 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.

40.6 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.

40.7 It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of

Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. IGGL is already registered on the following TReDS platform:

- M/s Receivable Exchange of India (RXIL), Mumbai
- M/s Mynd Solutions Private Limited (Mynd), New Delhi
- M/s A. TReDS (Invoicemart), Mumbai

MSME Bidders are requested to register on the TReDS platform. The MSME vendors can avail the TReDS facility, if they want to.

41 PACKING INSTRUCTIONS

- 41.1 Packing shall be strong and sturdy such that it can withstand loading/unloading & pushing by mechanical devices. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new.
- 41.2 Fragile articles should have special packing materials depending on type of materials.
- 41.3 All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 41.4 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.
- 41.5 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 41.6 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 41.7 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:
- PURCHASER:
DESTINATION:
Purchase Order No.....
Net Wt..... Kgs,
Gross Wt..... Kgs.
Dimensions.....X.....X.....CM.
Package No. (Sl. No. of total packages).....
Seller's Name.....
- 41.8 Permits are to be obtained separately for entry/use of vehicles/trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:-
- a) Vehicle/Equipment etc. should be brought to site in good conditions.
 - b) Valid Road Tax Certificate, fitness certificate and insurance policy from Competent Authority

- c) Valid operating/driving license of driver/operator
- d) Any other requirement mentioned elsewhere in Tender Document

42. VENDOR PERFORMANCE EVALUATION

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as Annexure II to ITB herewith.

43. 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 transactions related to procurement of goods / services/ exceeding Rs. 2 Lacs per transaction.

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

Payment of Supplier shall be processed only after fulfilment of above requirement.

44. DISPUTE RESOLUTION MECHANISM

1.0 CONCILIATION

Indradhanush Gas Grid Limited(IGGL) has framed the Conciliation Rules 2019 in conformity with Part – III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation. All issue(s)/dispute(s) arising under the Contract, which cannot be mutually resolved within a reasonable time, may be referred for conciliation in accordance with IGGL Conciliation Rules 2019 as amended from time to time. A copy of the said rules have been made available on IGGL's web site i.e. <https://iggl.co.in>.

Where invitation for Conciliation has been accepted by the other party, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Arbitration and Conciliation Act, 1996 and Indradhanush Gas Grid Limited(IGGL) Conciliation Rules, 2019. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall invoke Arbitration Clause. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

2.0 ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through Conciliation, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

- 2.1 On invocation of the Arbitration clause by either party, IGGL shall suggest a panel of three independent and distinguished persons (Retd Supreme Court & High Court Judges only) to the other party 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 from IGGL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and IGGL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of IGGL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of ‘Delhi International Arbitration Centre’.

- 2.3 The cost of arbitration proceedings shall be shared equally by the parties.
- 2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be Guwahati, Assam, India only.
- 2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Guwahati, Assam, India.
- 2.6 List of Excepted matters:
 - a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
 - b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
 - c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/IGGL has been made final and binding in terms of the Contract.
- 2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at Guwahati, Assam, India.

3. GOVERNING LAW AND JURISDICTION:

The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at Guwahati, Assam, India for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract.

45. **DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS**

Subject to conciliation as provided above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments /Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of

receipt of decision of the Committee at First level, through its administrative Ministry/Department, whose decision will be final and binding on all concerned.

The above provisions mentioned at clause no.44 & 45 shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

46 **REPEAT ORDER**

Please refer Special Condition of Contract.

47 **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

48 **QUARTERLY CLOSURE OF THE CONTRACT**

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.”

49.0 **PROVISIONS FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME)**

NOT APPLICABLE

50.0 **GUIDELINES FOR PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS**

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

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

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

51.0 PROVISION REGARDING POLICY TO PROVIDE PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI & SP)

Ministry of Steel (MoS) vide Gazette notification dated 08.05.2017 has circulated Policy for Providing Preference to Domestically Manufactured Iron Steel Products in Government Procurement. A copy of the policy and clarification (s) issues are available are also enclosed here as Annexure-IV to ITB.

Annexure - I

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

1.0 GENERAL

A system for evaluation of Vendors/ Suppliers/Contractors/ Consultants and their performance is a key process and important to support an effective purchasing & contracting function of an organization.

Performance of all participating Vendors/ Suppliers/Contractors/ Consultants need to be closely monitored to ensure timely receipt of supplies from a Vendor, completion of an assignment by a Consultant or complete execution of order by a contractor within scheduled completion period. For timely execution of projects and meeting the operation & maintenance requirement of operating plants, it is necessary to monitor the execution of order or contracts right from the award stage to completion stage and take corrective measures in time.

2.0 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 INDRADHANUSH GAS GRID LIMITED(IGGL) 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.

3.0 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. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are

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 INDRADHANUSH GAS GRID LIMITED(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.

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. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.
- ii) Orders for Misc./Administrative items/ Non stock Non valued items (PO with material code).

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

5.1 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 shall 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” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

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

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

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

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

(b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contract (s) on such Vendor/ Supplier/ Contractor/ Consultant**

(i) Poor Performance due to reasons other than Quality: **Putting on Holiday for a period of One Year**

(ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Putting on Holiday for a period of Two Years**

(c) Subsequent instances (**more than two**) in other ongoing order (s)/ contract (s) or new order (s) /contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday for a period of Three Years**

B) **Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works, Clause no. 28.3.1 of GCC-Goods, second para of Clause no. 2.17.3 of GCC-Services and Clause no.3.16.1 of GCC- Consultancy)**

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

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

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

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

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

(C) Where Performance rating is “FAIR”:

Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

5.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 5.1 for Projects.

5.3 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 shall be initiated:

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” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

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

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

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

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

(b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contract (s) on such Vendor/ Supplier/ Contractor/ Consultant**

(iii) Poor Performance due to reasons other than Quality: **Putting on Holiday for a period of One Year**

(iv) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Putting on Holiday for a period of Two Years**

(c) Subsequent instances (**more than two**) in other ongoing order (s)/ contract (s) or new order (s) /contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday for a period of Three Years**

B) **Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works, Clause no. 28.3.1 of GCC-Goods, second para of Clause no. 2.17.3 of GCC-Services and Clause no.3.16.1 of GCC- Consultancy)**

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

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

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

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

(e) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.

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

(C) Where Performance rating is “FAIR”

Issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

6.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

6.1 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.

7.0 EFFECT OF HOLIDAY

7.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant shall not be considered in ongoing tenders/future tenders.

7.2 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.

7.3. Effect on other ongoing tendering:

- 7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 7.3.2 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.
- 7.3.3 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.
- 8.0 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.

- 9.0 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 INDRADHANUSH GAS GRID LIMITED(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.

10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the 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 be as constituted by IGGL.

11. 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, INDRADHANUSH GAS GRID LIMITED(IGGL) shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

Further, such bidder will be put on holiday for a period of six months after following the due procedure.

- 12.** In case CBIC (Central Board of Indirect Taxes and Customs)/ any equivalent government agency brings to the notice of INDRADHANUSH GAS GRID LIMITED(IGGL) that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from INDRADHANUSH GAS GRID LIMITED(IGGL) to the government exchequer, then, that Supplier shall be put under Holiday list of INDRADHANUSH GAS GRID LIMITED(IGGL) for period of six months after following the due procedure.

**INDRADHANUSH GAS GRID LIMITED(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 Allocated				

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

(*) Allocation of marks 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

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	Failure of severe nature	0 marks
- low severe nature	- Moderate nature	5 marks
and safety of the system		
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

**INDRADHANUSH GAS GRID LIMITED(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	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

**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 be as constituted by IGGL.

A.7 “Competent Authority” shall be as constituted by IGGL.

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 INDRADHANUSH GAS GRID LIMITED(IGGL) investigating into the conduct of Agency/ party; Central Bureau of Investigation, State Police or 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 INDRADHANUSH GAS GRID LIMITED(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 INDRADHANUSH GAS GRID LIMITED(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) 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 INDRADHANUSH GAS GRID LIMITED(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) 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 INDRADHANUSH GAS GRID LIMITED(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	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. 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	02 years

	shall be considered in this category.	
2	Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices	03 years
2.1	<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>(i) Repeated once</p> <p>(ii) Repeated twice or more</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 INDRADHANUSH GAS GRID LIMITED (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 when

- (i) INDRADHANUSH GAS GRID LIMITED(IGGL) based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) INDRADHANUSH GAS GRID LIMITED(IGGL) 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 shall 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 shall 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 shall also be communicated to the agency.

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, services and consultancy 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 INDRADHANUSH GAS GRID LIMITED(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. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.
- F.2 Appellate Authority 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.

- G. Wherever there is contradiction with respect to terms of 'Integrity pact'(if applicable) , 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.

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

Bidders are advised to download Notice Inviting Tender along with other tender documents from the e-Tendering portal www.tenderwizard.com/MECON using their digital signature & registered used ID. The tender should be submitted online on our e-Tendering portal only.

Please visit e procurement web portal i.e. www.tenderwizard.com/MECON

Bidders are advised to go to “Support” section available at left hand side on home page where detailed procedure for submission of bids is available.

Below mention support topic available in support section:-

1. User Manual
2. Verify Browser PKI Setting
3. E-Payment for DSC (Vendors only)
4. System Requirement

Bidders may refer these and submit bid.

Notes:

- I. Bidders are advised to ensure that their bids are uploaded in e-Tender system well before the closing date and time of bid submission by pressing “Submit” button. It has been seen that bidder who try to upload his bid at the last moment often failed because of last minute unforeseen reasons. Therefore, bidders are requested to upload & submit all documents (Technical/Un-Priced Bid and Priced Bid) well in advance and refrain from submitting their bid at the last moment. Once bid is submitted successfully, bidders shall receive a system generated acknowledgement and response on their registered E-mail Id confirming successful submission of bid.
- II. MECON or MECON’s client or ITI Limited shall not be responsible for any failure on the part of the bidder in submission of Bid.
- III. Demo Session/ practice of e-tendering portal shall be arranged by M/s ITI Limited, on request. Interested bidders may directly approach ITI Limited.
- IV. Uploading the documents relevant to bid before the bid submission date and time is the sole responsibility of the bidder. No Manual/Hard copy of bid is acceptable. Bids submitted manually shall be rejected.
- V. Bid Sheets (Schedule of Rates (Price Bid)/ Schedule of Rates (Unpriced Bid)) must be downloaded only from www.tenderwizard.com/MECON for bid submission on the e-tender portal.

PROVISION REGARDING POLICY TO PROVIDE PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI&SP), TO BE INCORPORATED IN THE ITB

1.0 BACK GROUND

Ministry of Steel (MoS) vide Gazette notification dated 29.05.2019 has circulated revised Policy for Providing Preference to Domestically Manufactured Iron Steel Products in Government Procurement. A copy of the policy and clarification (s) issues are available on website of Ministry of Steel (i.e. <http://steel.gov.in/>) for reference.

2.0 DEFINITIONS

- i. **Bidder** may be a domestic/foreign manufacturer of steel or their selling agents/ authorized distributors/authorized dealers/authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.
- ii. **“Domestically Manufactured Iron & Steel Products (DMI&SP)”** are those iron and steel products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs). In addition, products shall meet the criteria of domestic minimum value – addition as mentioned in Appendix-A.
- iii. **Domestic Manufacturer** is a manufacturer of iron & steel products conforming to guidelines in section 7 and confirming to the definition of ‘manufacturer’ as per Central Excise Act.
- iv. **Government** for the purpose of the Policy means Government of India.
- v. **Government agencies** include Government PSUs, Societies, Trusts and Statutory bodies set up by the Government
- vi. **MoS** Shall mean Ministry of Steel, Govt. of India.
- vii. **Net Selling Price** shall be the invoiced price excluding net domestic taxes and duties
- viii. **Semi- Finished Steel** shall mean Ingots, billet, blooms and slabs, which can be subsequently processed to finished steel.
- ix. **Finished Steel** shall mean Flat and Long products, which can be subsequently processed into manufactured items.
- x. **L1** means the lowest tender or the lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- xi. **Margin of purchase preference** means the maximum extent to which the price quoted by a domestic supplier may be above L1 for the purpose of purchase preference. In case of DMI&SP policy, the margin of purchase preference shall be 20% for items in Appendix B.

- xii. **Iron & Steel Product (s)** shall mean such iron and steel product (s) which are mentioned in Appendix A.
- xiii. **Domestic value addition** shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in percent. The 'domestic value addition' definition shall be in line with the DPIIT(formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

2.0 **IRON & STEEL PRODUCTS**

- 2.1 The policy is applicable to iron & steel products as provided in Appendix A and to capital goods for manufacturing iron & steel products in Appendix B of the policy:
- 2.2 Appendix A contains list of iron & steel products which are to be exclusively domestically manufactured and cannot be imported without the approval of the Ministry of Steel
- 2.3 Appendix B contains a list (non-exhaustive) of capital goods for which purchase preference shall be provided to domestically manufactured capital goods, if their quoted price falls within 20% of the price quoted for corresponding imported capital good.

Annexure- B is the Indicative list of capital goods(non-exhaustive) for manufacturing iron & steel products. Since presently manufacturing iron & steel products is not being done by IGGL, the provision regarding Annexure-B of policy will not be applicable.

3.0 **TENDER PROCEDURE**

- 3.1 For iron and steel products in Appendix A, the tender is open only to the manufacturers / suppliers having the capability of meeting / exceeding the domestic value addition targets. Manufacturers / suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.
- 3.1 The bidders who are sole selling agents / authorized distributors/ authorized dealers/authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:
- a) The bidder shall furnish the authorization certificate issued by the domestic manufacturer for selling domestically manufactured iron & Steel products.
 - b) In case the procurement is covered under Appendix A of the DMI&SP policy, the bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer IGGL declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.
 - c) It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the IGGL as per the policy.

4 DOMESTIC VALUE ADDITION REQUIREMENT

- 4.1 Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product mentioned in Appendix A.
- 4.2 Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in percent.
- 4.2.1 In case the iron & steel products are made using domestic input steel (semi-finished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to IGGL.
- 4.2.2 In case the iron & steel products have imported input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.
- 4.3 It is recommended that each bidder participating in the tender process should calculate the domestic value addition using the below formula below so as to ensure the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.

For Iron and Steel products

% Domestic value addition

$$= \frac{\text{Net selling price of final product} - \text{Landed cost of imported iron or steel at plant}}{\text{Net selling price of final product}} \times 100\%$$

5.0 CERTIFICATION AND AUDIT

- 5.1 For products in Appendix A, each domestic manufacturer shall furnish the Affidavit of self-certification to IGGL declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents / authorized distributors / authorized dealers / authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall furnish the Affidavits of self-certification issued by the domestic manufacturers to IGGL declaring that their iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in **Form 1** attached.
- 5.2 It shall be the responsibility of the domestic manufacturer to ensure that the products so

claimed are domestically manufactured in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a domestic value addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of domestic value addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to IGGL and shall continue to be filed till the completion of supply of the said products.

5.3 IGGL shall accept the Affidavit of self-certification regarding domestic value addition in a steel product submitted by a bidder. It shall not normally be the responsibility of IGGL to verify the correctness of the claim. The onus of demonstrating the correctness of the same shall be on the bidder when asked to do so.

5.4 In case a complaint is received by IGGL against the claim of a bidder regarding domestic value addition in iron & steel products, IGGL shall have full rights to inspect and examine all the related documents and take a decision. In case any clarification is needed, matter may be referred to MoS with a request for technical assistance.

However, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft payable in favour of 'Indradhanush Gas Grid Ltd.' along with the complaint by the complainant. In case, the complaint is found to be incorrect, the IGGL reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest. Further, no cognizance will be taken to any complain received without the compliant fee mentioned above.

5.5 Any complaint referred to IGGL shall be disposed off within 4 weeks of the reference along with submission of all necessary documents. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to IGGL within 2 weeks of filing the complaint.

5.6 In case, the matter is referred to the Ministry of Steel, the grievance redressal committee setup under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of IGGL. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation IGGL to establish bonafides of claim.

5.7 The cost of assessing the prescribed extent of domestic value addition shall be borne IGGL if the domestic value addition is found to be correct as per the certificate. However, if it is found that the domestic value addition as claimed is incorrect, Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, will be payable by the bidder (who has furnished an incorrect certificate) toward pre-determined cost of assessment.

- 5.8 In case of mis declaration by the bidder of the prescribed domestic value addition, in the tender document, IGGL will impose also penalties including forfeiting of the EMD/CPBG and putting such bidder on banning list as per IGGL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- 5.9 In case of reference of any complaint to MoS by the concerned bidder, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft deposited with the grievance redressal committee under MoS along with the complaint by the complainant. In case, the complaint is found to be incorrect, IGGL reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

6.0 IMPLEMENTATION MONITORING BY MINISTRY OF STEEL

- 6.1 The policy provisions shall be applicable for a period of 5 years from the date of publication. The policy period may further be extended at the discretion of Ministry of Steel.
- 6.2 MoS shall be the nodal ministry to monitor the implementation of the policy.

7.0 REFERENCE TO MINISTRY OF STEEL

In case of a question whether an item being procured is a DMI&SP to be covered under the policy, the matter would be referred to the Ministry of Steel for clarification.

FORM-1

Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products to be provided on Rs.100/- Stamp Paper Date:

SUB: BARE / COATED LINE PIPE FOR NORTH-EAST NATURAL GAS PIPELINE GRID (PHASE-1) PROJECT OF M/S INDRADHANUSH GAS GRID LTD.

TENDER NO: 05/51/23UU/IGGL/012

I _____ S/o, D/o, W/o, _____ Resident of _____
_____ hereby solemnly affirm and declare asunder:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: _____.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before IGGL for the purpose of assessing the domestic value addition.

That the domestic value addition for all inputs which constitute the said iron & steel products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of IGGL for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No. _____ wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that IGGL is hereby authorized to forfeit my EMD. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- xiii. Name and details of the Bidder (Registered Office, Manufacturing unit location, nature of legal entity)

-
- xiv. Date on which this certificate is issued
 - xv. Iron & Steel Products for which the certificate is produced
 - xvi. IGGL to whom the certificate is furnished
 - xvii. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
 - xviii. Name and contact details of the unit of the manufacturer(s)
 - xix. Net Selling Price of the iron & steel products
 - xx. Freight, insurance and handling till plant
 - xxi. List and total cost value of input steel (imported) used to manufacture the iron & steel products
 - xxii. List and total cost of input steel which are domestically sourced.
 - xxiii. Please attach domestic value addition certificates from suppliers, if the input is not in house.
 - xxiv. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

For and on behalf of (Name of firm / entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

SOME EXAMPLES OF VALUE ADDITIONS IN DIFFERENT SCENARIO

(i) Iron & Steel Product being produced using domestic input steel only:

Value additions shall be the difference between the net selling price and the landed cost of imported input steel (of immediate prior process) at a manufacturing plant in India.

To claim the DMI&SP in terms of Domestic Value addition, the bidder shall submit:

- (a) Affidavit of Domestic Manufacturer as per Form-I along with bid
- (b) Documents mentioned at clause no. 3.2 a) of Annexure-III during execution of the order

(ii) Iron & Steel Product being produced using mix of imported and domestic input steel:

Value additions shall be the difference between the net selling price and the landed cost of imported input steel (of immediate prior process) at a manufacturing plant in India. The weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.

As clarified by Standing Committee in its meeting held on 21.06.2017 on DMI&SP (refer Annexure-B) all imported steel must undergo a minimum prescribed value addition of 15 % in terms of Para 7.2 b read with Appendix -A of the Policy (available on website of MoS) in order to be eligible for bidding under the Policy. Further Para 7.1 of the Policy provide manner of calculation of value addition. Even in mix comprising of imported and domestic steel, the imported portion should separately meet the minimum prescribed value addition criteria of 15 % as prescribed in Appendix- A of the policy.

To claim the DMI&SP in terms of Domestic Value addition, the bidder shall submit:

- (a) Affidavit of Domestic Manufacturer as per Form-I along with bid
- (b) Documents mentioned at clause no. 3.2 b) of Annexure-III during execution of the order

(iii) **Iron & Steel Product being produced using imported input steel only:**

Value addition in such case shall be calculated as under:

*Domestic value addition (%) = Net selling price- Landed cost of imported input steel at a manufacturing plant in India) * 100/ (landed cost of imported input steel at a manufacturing plant in India)*

Document to be submitted by bidder shall be affidavit of Domestic Manufacturer as per Form-I along with bid.

**Clarifications issued by the Standing Committee in its meeting held on
on 21.06.2017 on DMI&SP**

Sl. No.	Issues raised	Decision taken by Standing committee
By Ministry of Railways		
1	Rail as a product should not be included in the list of iron and steel products.	Rail, though produced through complex & specialized processes, have to meet certain specified quality & performance criteria. However, there could always be more than one manufacturer (indigenous or foreign) meeting the above criteria. Therefore, argument put forward on this ground for its exclusion from the Sl. No. 11 of Appendix-A is untenable and therefore, not accepted by the committee.
2	Additional exclusion proposed: i) where conditions of procurement are stipulated by external funding agencies. ii) Non-availability of product meeting performance criteria for use in areas involving public safety. (To be included in para- 3 of the Policy) .	i) Where conditions of procurement by external funding agencies are governed by existing contracts/agreement/MoUs, policy provision shall not apply. However, for all futuristic agreements, policy provision shall be applicable unless waiver is taken from Standing committee to deal with specific case. ii) Standing Committee clarified that each procurement agency is free to prescribe quality standards. However manufacturers meeting such quality standard need to be considered by the procurement agency as per the provision of DMI&SP Policy. The Committee further noted that where domestic manufacturer is not able to produce a particular grade, a case of waiver can be made in terms of para 3(a) of the Policy.

3	The para 3 does not clarify whether 'such waivers' are granted as a part of the policy or there will be a body which will grant such waivers	Granting of waivers under para -3 shall not be automatic. Standing Committee under Ministry of Steel will review such cases and grant waiver in terms of para 4 (c) of the policy.
By ONGC		
1	Whether mother pipes as input is eligible for procurement under the new policy by carrying out certain activities such as welding the connectors, etc.	All kinds of pipes & tubes have been defined as a finished product in Appendix – A of the policy at sl. 9. Therefore, mother pipe can not be considered as an input material. Hence , work like welding/ fixing of connectors on a finished product can not be considered for claiming value addition. The value addition has to be shown in manufacturing of mother pipe.
2	Input for sl no. 10 in Appendix- A i.e. Seamless Tubes and Pipes is Bloom whereas Billets are also utilized as inputs. Clarity is needed on acceptance of bidders using input as "Billet".	The Committee agreed that ' bloom' shall be replaced by "All types of bloom/billet/rounds".
3	Whether green pipes as input is eligible for procurement under the new policy by carrying out certain activities such as heat treatment and threading, etc.	All kinds of pipes & tubes have been defined as a finished product in Appendix – A of the policy at sl. No.9. Therefore, green pipe can not be considered as an input material. Hence, work like heat treatment and threading on a finished product can not be considered for claiming value addition. Value addition has to be shown in manufacturing of green pipe.
4	Whether there would be any impact of procuring the green pipes made from billets sourced from Indigenous Vs. foreign manufacturer .	If pipe is made from billets sourced from indigenous and/ or foreign manufacturer, the value addition from imported source must meet the prescribed criteria of minimum 15% as per Appendix –A and para 7.2b of the policy. For indigenous source, it is already beyond the minimum prescribed criteria.
5	Under Lump Sum Turnkey (LSTK) Contracts involving procurement of	Fabrication using finished steel products does not constitute value addition as per

	Steel for use in fabrication, it is not clear if the projects involving installation of offshore platform are covered in the policy.	the para 7.1 and Appendix-A of the policy. Any project which has an aggregate steel products of value Rs. 50 Cr or more, shall be eligible under this policy.
6	Inference made from policy that the aggregate procurement in all types of tenders whether direct or as part of LSTK/ EPC project, has to be at least Rs. 50 Crore for applicability of the policy requires confirmation.	Value of iron and steel products should be Rs. 50 Crore or more as per para 5.1b and para 6.2 of the policy. This can be part of a steel intensive project or overall project.
By IPMA		
1	To make the intent of the policy clear it would be better if in place of "Provides Preference" the word "aims to promote" is substituted.	The committee decided not to consider the suggestion and shall maintain the policy as it is.
2	Nominal return on investment needs to be specified for calculation of net selling price.	It was clarified referring to the definition of 'Net Selling Price' para 2 (vii) that a nominal 5% return on investment has been assumed to cover bare minimum cost of equity and debts to arrive at the net selling price.
3	Our understanding is Rs.50 Crore is project estimated value wherein iron and steel product will be used. Please enlighten.	Rs. 50 Crore is the aggregate estimate value for iron and steel products (and not the project estimate) as per para 5.1b and para 6.2 of the policy, which are going to be used either in steel intensive project or an over all project.
4	Last sentence of Para 6.1 of the policy may be amended to read as "The policy shall come into effect from the date of its notification".	The committee clarified that as per clause 6.1 of the policy, the policy is applicable where price bids have not been opened.
5	In case of foreign bidder, only coating on pipes domestically should not be considered for the purpose of minimum domestic value addition.	Committee clarified that the bare steel pipe does not fall as input as mentioned in Appendix- A. All kinds of steel pipes and tubes are covered as iron and steel products made from inputs (Slab/Plates/HR Coils). So process like coating beyond finished iron and steel products can not be counted for value addition.
6	In case of using a mix of imported and domestic input steel, kindly clarify as	It was clarified that all imported steel must undergo a minimum prescribed

	how the domestic value addition will be calculated.	value addition of 15 % in terms of Para 7.2 b read with Appendix -A of the Policy in order to be eligible for bidding under the Policy. Further Para 7.1 of the Policy provide manner of calculation of value addition. Even in mix comprising of imported and domestic steel, the imported portion should separately meet the minimum prescribed value addition criteria of 15 % as prescribed in Appendix- A.
7	For domestic value addition, landed cost of imported steel will be considered. Clarifications asked whether all duties i.e. Basic custom duty, safe guard duty (if any), AD (if any), MIP (if any), etc. will be included.	It was clarified that the imported steel will have all the taxes and duties included which are borne by the importer including freight and insurance to bring the material at the plant as per para 2 (vii) and para 7.1 of the policy.
8	IPMA wants heading of the Appendix –A table to be amended as “List of Iron & Steel products and corresponding inputs thereof”. Sl. No. 9 of the Appendix-A is proposed to be amended to include “Coated steel pipes & tubes”.	The committee decided that the heading of Appendix-A does not require any change. It was further clarified that Sl no. 9 of Appendix –A includes coated steel pipes and tubes as well.
Seamless Tubes Manufacturers’ Association of India (STMAI)		
1	Input for sl no. 10 in Appendix- A i.e. Seamless Tubes and Pipes is Bloom whereas Billets are also utilized as inputs. STMAI has suggested input to be indicated as Bloom/Billets/Rounds.	It was clarified that ‘bloom’ shall be replaced by “All types of bloom/billet/rounds” in sl. no. 10 in Appendix-A.
ITECO (Oil Field Supply Group)		
1	Whether welded pipes as input is eligible for procurement under the new policy by carrying out certain engineering/processing activities such as fitting/welding Multistart Thread Connectors, which are considered as a highly specialized engineering output.	All kinds of pipes & tubes have been defined as a finished product in Appendix – A of the policy. Therefore, welded pipes cannot be considered as an input material. Hence, work like fitting/welding Multistart Thread Connectors, which are considered as a highly specialized engineering output, cannot be considered for claiming value addition.

ANNEXURE-V

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

ITB clause	Description				
A. GENERAL					
1.1	The Purchaser is: Indradhanush Gas Grid Limited The consignee details for the goods are as under:- Shall be intimated at the time of Purchase Order.				
1.2	The Invitation for Bid/ Tender is for PROCUREMENT OF BARE & COATED LINE PIPES FOR NORTH -EAST GAS GRID PIPELINE PROJECT (PHASE-1)				
General	The Purchaser is: Indradhanush Gas Grid Limited The consignee details and Delivery Location for the goods are as under:- Consignee: shall be intimated at the time of PO. Delivery Location: Please refer MR.				
B. TENDER DOCUMENT					
8.1	For clarification purposes only, the communication address is: Attention: Rakesh Sharma, Jt. GM (Contracts) Street Address: MECON LIMITED Floor/Room number: 15 th Floor, Scope Minor, District Centre , Laxmi Nagar City: Delhi ZIP Code: 110092 Country: India E-Mail: cont-delhi@mecon.co.in				
C. PREPARATION OF BID					
11.1.1 (u)	The Bidder shall submit with its Part-I (Techno-commercial/ Unpriced bid) the following additional documents (SCC Refers): Nil				
12	Additional Provision for Price Schedule/ Schedule of Rate/ Bid Price are as under: Nil Whether IGGL will be able to avail input tax credit in the instant tender				
12& 13	<table border="1"> <tr> <td>YES</td><td><input checked="" type="checkbox"/></td></tr> <tr> <td>NO</td><td><input checked="" type="checkbox"/></td></tr> </table>	YES	<input checked="" type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input checked="" type="checkbox"/>				
NO	<input checked="" type="checkbox"/>				

12.1	<p>Whether Bidder shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import in applicable currency considered and included in bid price</p> <table border="1"> <tr> <td data-bbox="687 353 978 443">YES</td><td data-bbox="978 353 1241 443">X</td></tr> <tr> <td data-bbox="687 443 978 555">NO</td><td data-bbox="978 443 1241 555">√</td></tr> </table>	YES	X	NO	√				
YES	X								
NO	√								
12.3	<p>Transit Insurance shall be arranged by :-</p> <table border="1"> <tr> <td data-bbox="424 613 715 725">IGGL</td><td data-bbox="715 613 978 725">X</td></tr> <tr> <td data-bbox="424 725 715 837">SUPPLIER</td><td data-bbox="715 725 978 837">√</td></tr> </table>	IGGL	X	SUPPLIER	√				
IGGL	X								
SUPPLIER	√								
12.5	<p>Delivery basis shall be</p> <table border="1"> <tr> <td data-bbox="424 913 970 1025">FOT/FOR Site</td><td data-bbox="970 913 1233 1025">√</td></tr> <tr> <td data-bbox="424 1025 970 1126">EX-WORKS,(Bidder to indication location)</td><td data-bbox="970 1025 1233 1126">X</td></tr> </table>	FOT/FOR Site	√	EX-WORKS,(Bidder to indication location)	X				
FOT/FOR Site	√								
EX-WORKS,(Bidder to indication location)	X								
13.7 and 13.8	<p>Details of Buyer:</p> <table border="1"> <tr> <td data-bbox="443 1218 807 1301">Consignee</td><td data-bbox="807 1218 1313 1301">Shall be intimated at the time of PO</td></tr> <tr> <td data-bbox="443 1301 807 1339">PAN No.</td><td data-bbox="807 1301 1313 1339"></td></tr> <tr> <td data-bbox="443 1339 807 1420">GST no.</td><td data-bbox="807 1339 1313 1420">Shall be intimated at the time of PO</td></tr> <tr> <td data-bbox="443 1420 807 1668">IGGL Bank details</td><td data-bbox="807 1420 1313 1668"> Account Holder's Name: INDRADHANUSH GAS GRID LIMITED (IGGL) Account No. : CURRENT A/C NO. 37967639273 IFSC Code: SBIN0003030 BRANCH : DISPUR </td></tr> </table>	Consignee	Shall be intimated at the time of PO	PAN No.		GST no.	Shall be intimated at the time of PO	IGGL Bank details	Account Holder's Name: INDRADHANUSH GAS GRID LIMITED (IGGL) Account No. : CURRENT A/C NO. 37967639273 IFSC Code: SBIN0003030 BRANCH : DISPUR
Consignee	Shall be intimated at the time of PO								
PAN No.									
GST no.	Shall be intimated at the time of PO								
IGGL Bank details	Account Holder's Name: INDRADHANUSH GAS GRID LIMITED (IGGL) Account No. : CURRENT A/C NO. 37967639273 IFSC Code: SBIN0003030 BRANCH : DISPUR								
14	The currency of the Bid shall be INR								
15	The bid validity period shall be 04 (four) months from final 'Bid Due Date'.								
16.1	In case ' Earnest Money / Bid Security ' is in the form of ' Demand Draft ', the same should be favor of Indradhanush Gas Grid Limited , payable at Guwahati, Assam, India.								
16.9& 38.5	<p>IGGL's Bank a/c details: Account Holder's Name: INDRADHANUSH GAS GRID LIMITED (IGGL) Account No. : CURRENT A/C NO. 37967639273 IFSC Code: SBIN0003030</p>								

	<p>BRANCH : DISPUR</p> <p>Bidder to mention reference no. “EMD/.....” in narration while remitting bid security /EMD amount in IGGL’s Bank Account. AND/OR Bidder to mention reference no. “CPS/FOA/PO no.....” in narration while remitting CPS amount in IGGL’s Bank Account.</p>				
D. SUBMISSION AND OPENING OF BIDS					
22	The Tender No. of this bidding process is: 05/51/23UU/IGGL/012				
22.2	<p>For submission of physical document as per clause no. 4.0 of IFB, the Owner’s address is :</p> <p>For e-bid : IGGL’s e-tendering website (https://iggl.co.in/)</p> <p>Physical Documents to Attention: <u>Rakesh Sharma, Jt. GM (Contracts)</u> Street Address: <u>MECON LIMITED</u> Floor/Room number: <u>15th Floor, Scope Minor, District Centre , Laxmi Nagar</u> City: <u>Delhi</u> ZIP Code: <u>110092</u> Country: <u>India</u></p>				
26	<p>The bid opening shall take place at:</p> <p>Attention: Jt. GM (Contracts) MECON Limited 15th Floor, SCOPE Minar, North Tower Laxmi Nagar, District Center, Delhi – 110 092</p>				
E. EVALUATION, AND COMPARISON OF BIDS					
32	Evaluation Methodology is mentioned in Section-II.				
F. AWARD OF CONTRACT					
36	<p>The following designated authority shall be contacted after receipt of Notification of Award for all contractual matters :-</p> <p>Jt. GM (Contracts), MECON Limited, Delhi</p>				
38	<p>Contract Performance Security (CPS)/ Security Deposit</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"/>				

	<p>If applicable, the value/ amount of Contract Performance Security/ Security Deposit is</p> <p><i>SD/CPBG @ 10% of Order/ Contract Value within 30 days of FOA/ notification of award.</i></p> <p>Order value as mentioned above will be exclusive of GST.</p>				
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 checked="" type="checkbox"/></td></tr> </table>	YES	<input checked="" type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input checked="" type="checkbox"/>				
NO	<input checked="" type="checkbox"/>				
48	<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 checked="" type="checkbox"/></td></tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
49	<p>Applicability of provisions relating to Startups:</p> <table border="1"> <tr> <td>APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr> <tr> <td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				

**FORMAT FOR UNDERTAKING FROM THIRD PARTY
INSPECTION AGENCY (TPIA)**

Format for Undertaking from TPIA
(on TPIA letter head duly stamped & signed)

Ref.:

Date:

To,

M/s INDRADHANUSH GAS GRID LIMITED

Dear Sir,

Subject: Verification and certification of documents pertaining to Technical Bid
Evaluation Criteria (BEC)

Ref: **Tender no. 05/51/23UU/IGGL/012 FOR BARE & COATED LINE PIPES FOR
NORTH EAST GAS GRID (NEGG) PROJECT PH-I**

M/s.....having Registered office at.....
.....intend to participate in above referred tender of
Indradhanush Gas Grid Limited having registered office at 5th Floor, Central Mall, G S Road,
Christian Basti, Guwahati.

The tender conditions stipulates that the BIDDER shall submit Documents pertaining to
Technical Bid Evaluation Criteria (BEC) duly verified and certified by designated
independent Third Party Inspection Agency.

In this regard, this is to certify that copies of documents pertaining to Technical Bid
Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us
with the originals and found to be genuine. We have signed and stamped on the copies of all
the verified and certified documents.

(Signature of a person duly authorized to
Sign on behalf of the TPIA)

(Seal of the Company)

Name:

Contact No.....

SECTION-IV

LIST OF FORMS & FORMATS

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8	CHECK LIST
F-9	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-10A	FORMAT FOR LINE PIPE MANUFACTURING MILL CAPABILITY CERTIFICATION
F-10B	CAPACITY ASSESSMENT FOR PRODUCTION OF (SIZE: DIA X THK)
F-10C	DATA FOR CAPACITY ASSESSMENT FOR PRODUCTION OF (size: dia X thk, type)_ PIPE BY CONDUCTING TIME STUDY OF THE CRITICAL OPERATIONS OF ANY ONGOING PRODUCTION CAMPAIGN AT BIDDER PIPE MILL
F-10D	CAPABILITY/ CAPACITY ASSESSMENT BY PILOT PRODUCTION OF 10 NOS (SIZE: DIA X THK API 5L GR.X 70) (PSL-2) PIPE OR EQUIVALENT PIPE
F-11	BIDDER'S QUERIES FOR PRE BID MEETING
F-12	E-BANKING MANDATE FORM
F-13	INTEGRITY PACT –NOT APPLICABLE
F-13A	3 LPE EXTERNAL I INTERNAL COATING PLANT CAPABILITY ASSESSMENT
F-13B	DATA FOR CAPACITY ASSESSMENT FOR COATING PLANT BASED ON BEST OFFERED CAMPAIGN (NOT LESS THAN 10 CONSECUTIVE DAYS) FOR 3LPE COATING OF API 5L GRADE PIPE WITHIN LAST SEVEN YEARS AT BIDDER PIPE MILL
F-13C	CAPACITY ASSESSMENT BY PILOT PRODUCTION OF 25 NOS (SAME SIZE DIA OR HIGHER , API 5L OR EQUIVALENT AS PER IFB) PIPE FOR 3LPE COATING
F-14	FREQUENTLY ASKED QUESTIONS (FAQs)
F-15	DETAILS OF QUOTED ITEMS BARE PIPE
F-16	DETAILS OF QUOTED ITEMS (COATING JOB)
F-17	DETAILS OF EMD
F-18	POWER OF ATTORNEY

Form No.	Description
F-19	FORMAT FOR COMPLETION CERTIFICATE
F-20	FORMAT FOR NO CLAIM CERTIFICATE
F-21	FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED
F-22	GUARANTEENEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR
F-22A	CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY
F-23	PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY BY FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY

F-1
BIDDER'S GENERAL INFORMATION

To,
M/s INDRADHANUSH GAS GRID LIMITED
5th Floor, Central Mall, G S Road, Christian Basti, Guwahati

Tender no. 05/51/23UU/IGGL/012

1	Bidder Name	M/s.....
2	Status of Firm	Proprietorship Firm/Partnership firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3	Name of Proprietor/Partners/Directors of the firm/company	1. _____ 2. _____ 3. _____
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 names and current addresses of all the partners of the firm.	City:
		District:
		State:
		PIN/ZIP:
6	Bidder's address where order/contract is to be placed	
		City:
		District:
		State:
		PIN/ZIP:
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no. (In case supply of Goods/ Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:
9	Telephone Number & Contact Information address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.) FAX No. : e-mail ID:

10	Website	
11	Fax Number:	(Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	[If yes, please furnish details]
13	PAN No.	[Enclose copy of PAN Card]
14	GST No. (refer sl. no. 7 above)	[Enclose copy of GST Registration Certificate]
15	Whether Micro or Small Enterprise	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by Women	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether payment is required through TReDS	Yes / No If Yes, please provide the name of portal
16	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).
17	Whether Bidder is Startups or not	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 49)
17a	In case of Start-up confirm the following: (i) Date of its incorporation/ registration (ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.25 Crores.	

Note: * 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

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

FORMAT F-2
**PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT/
BID SECURITY"**

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,
M/s INDRADHANUSH GAS GRID LIMITED
5th Floor, Central Mall, G S Road, Christian Basti, Guwahati

SUB: PROCUREMENT OF BARE & COATED LINE PIPES FOR NORTH -EAST GAS
GRID PIPELINE PROJECT (PHASE-1)

Tender no. 05/51/23UU/IGGL/012

Dear Sir(s),

In accordance with Tender Document under your reference No _____ M/s.

_____ having their Registered / Head Office at _____ (hereinafter called the
Tenderer/Bidder), wish to participate in the said tender for

As an irrevocable Bank Guarantee against Earnest Money Deposit for the amount of _____ is required to be submitted by the bidder as a condition precedent for participation in the said Tender Document 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 Bidder by Indradhanush Gas Grid Limited., the amount _____ without any reservation, protest, demur and recourse. Any such demand made by IGGL(India) Ltd., shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid 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 Bidder M/s. _____ on 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 DEPOSIT/ 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 Purchaser at its address as mentioned at "ITB".
5. Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Bank Guarantee has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to be submitted to Purchaser confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence.

F-3
LETTER OF AUTHORITY

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

Ref:

Date:

To,

M/s INDRADHANUSH GAS GRID LIMITED

5th Floor, Central Mall, G S Road, Christian Basti, Guwahati

SUB: PROCUREMENT OF BARE & COATED LINE PIPES FOR NORTH -EAST GAS GRID PIPELINE PROJECT (PHASE-1)

Tender no. 05/51/23UU/IGGL/012

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending 'Pre-Bid Meeting', 'Un-priced Bid Opening', 'Price Bid Opening' against the above Tender Document:

[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:

[Signature of Authorized Signatory of Bidder]

Date:

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-4
PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE
SECURITY / SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s INDRADHANUSH GAS GRID LIMITED
5th Floor, Central Mall, G S Road, Christian Basti, Guwahati

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 Indradhanush Gas Grid Limited having registered office at 5th Floor, Central Mall, G S Road, Christian Basti, Guwahati (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 INDRADHANUSH GAS GRID LIMITED, in case of default.

The said M/s. _____ has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to INDRADHANUSH GAS GRID LIMITED 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.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Bank

INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK
GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Guwahati, Assam, India.
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 Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence.

F-5
AGREED TERMS & CONDITIONS

To,

M/s INDRADHANUSH GAS GRID LIMITED
5th Floor, Central Mall, G S Road, Christian Basti, Guwahati

SUB: PROCUREMENT OF BARE & COATED LINE PIPES FOR NORTH -EAST GAS GRID PIPELINE PROJECT (PHASE-1)

Tender no. 05/51/23UU/IGGL/012

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and must be submitted in Part –I (Un-priced Bid). Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name, and address	Bidder's name : Address:
2.	Bidder confirms that the currency of quoted prices is in Indian Rupees.	
3.	Bidder confirms that quoted prices will remain firm and fixed till complete execution of the order.	
4.	i) Bidder confirms that quoted prices are on FOT dispatch point basis inclusive of P&F. ii) Bidder confirms that firm freight charges upto site are quoted in Price Schedule.	
5	Bidder specify the Dispatch Point as:	
6.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
7.	Bidder confirms that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document.	
8.	Bidder confirms that 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. 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.	
9.	Bidder confirms compliance to Delivery/ Completion Period as specified in Bid Document. Confirm Delivery/ Completion Period shall be reckoned from the date of Fax of Acceptance (FOA).	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION	
10.	(i) Bidder confirms acceptance of Price Reduction Schedule (PRS) as specified in Bid Document. (ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay (refer PRS Clause).		
11.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections & enclosures). b) Bidder confirms that printed terms and conditions of Bidder are not applicable.		
12.	Bidder confirms that their offer is valid for 4 months from Final/Extended Due Date of opening of Techno-commercial Bids.		
13.	Bidder furnishes EMD/Bid Security details as under : a) EMD/ Bid Security No. & date b) Value c) Validity		
14.	Bidder confirms acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).		
15.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of Owner or (ii) the bidder is not a firm in which any Director (in Board of Director) of Owner/ IGGL or their relative is not a partner.	Confirmed	
		Not confirmed	
16.	Bidder confirms that all correspondence must be in ENGLISH language only.		
17.	Bidder confirms that purchaser reserves the right to make any change in the terms & conditions of the Tender Document and to reject any or all bids.		
18.	Bidder confirms that all Bank charges associated with Bidder's Bank shall be borne by Bidder.		
19.	Bidder confirms 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		
20	Rate of applicable GST (CGST&SGST/ UTGST or IGST)	CGST: % Plus SGST/UTGST..... % Total:% Or IGST:..... %	
20.1	Whether in the instant tender items 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:.....%	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
		Bidder:.....%
21.	Harmonized System Nomenclature (HSN):	
22.	Bidder confirms that any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them.	
23	Bidder confirms that quoted freight rate is exclusive of GST and GST has been indicted separately in Price Schedule	
24	Bidder confirms that any error of interpretation of applicability of rate of GST (CGST&SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to their account	
25	Part Order: (a) Bidder confirms acceptance to Part Order. (b) Bidder confirms that any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.	
26	Testing and Inspection charges: Bidder confirms that goods and services are subject to stage-wise and final Inspection by Owner / Owner's Authorized representative. Travel, Living and Personnel expenses of Owner / Authorized representative shall be borne by Owner / authorized representative.	
27	No Deviation Confirmation: It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
28	If Bidder becomes a successful Bidder and pursuant to the provisions of the Tender Document, award is given to them against subject Tender Document, the following Confirmation shall be automatically enforceable: "Bidder agrees and acknowledges that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. Bidder expressly agrees, acknowledges and understands that	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, Bidder hereby expressly waives, releases and foregoes 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."	
29	<p>Bidder hereby confirms that they 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.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of IGGL or the Ministry of Petroleum and Natural Gas.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>In case it comes to the notice of 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.</p> <p>Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to IGGL by them.</p>	
30	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.	
31	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
32	<p>Import Content: If bidder's offer is based on certain imported raw materials required for equipment / materials offered, bidder specify the following:</p> <p>(a) Bidder confirms that quoted prices are based on Merit rate of customs duty, applicable Cess and IGST as applicable.</p> <p>For project procurement (if specified in BDS) the quoted prices may be based on Project rate of Import Duty, in such case, bidder indicates Project Rate of Import Duty considered and included.</p> <p>(b) Owner's responsibility is only limited to furnishing of the necessary Certificate to obtain Essentiality Certificate from bidder's Administrative Ministry for availing the Project rate of Import Duty by the Bidder.</p> <p>(c) Bidder indicates Merit rate of Import duty considered and included in the quoted price (as per 'a' above).</p> <p>(d) Bidder indicates brief description / specification with itemized CIF value and country of origin of imported material (to enable owner to operate part order).</p> <p>(e) Bidder indicates classification with tariff no. under which Vendor intends to import.</p> <p>(f) Bidder confirms that prices shall be firm on account of variation in foreign exchange rate.</p> <p>(g) Owner shall not provide any import licence.</p> <p>(h) Bidder confirms that quoted prices are after considering the input tax credit of IGST paid by the Supplier for import content.</p> <p>(i) Any upward variation due to change in Import Duty Classifications shall be absorbed by the Bidder. However, any reduction in Import Duty due to change in classification shall be passed over to Owner.</p> <p>(j) Statutory variations, if any, in the rate of Import duty upto maximum period of the contractual delivery period shall be to Owner's account. If bidder has considered Import Duty other than Merit Rate of Import Duty then Statutory variation on the Import Duty shall be payable extra on the Merit rate of Import Duty or the rate of Import Duty considered by the</p>	<p>.....</p> <p>.....</p>

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	<p>bidder, whichever is lower. Owner will not pay any variation on account of IGST.</p> <p>(k) The CIF Value(s) indicated by the bidder shall be deemed to be the maximum value(s) for the purpose of payment of variation in Import duty and/or other statutory variations, if any, thereon.</p> <p>(l) Variation in price due to Import duty rate will be dealt with separately after receipt of equipment at site, against documentary evidence.</p>	
33.	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.	
34.	Bidder confirms that they have read and understood the General Conditions of Contracts – Goods & no ‘exception / deviation’ anywhere has been taken in the same and that bidder shall abide by provisions of relevant GCC.	
35.	<p>Bidder certify that they would adhere to the Fraud Prevention Policy / Procedure of IGGL and shall not indulge themselves or allow others (working in IGGL) to indulge in fraudulent activities and that they would immediately apprise IGGL of the fraud/suspected fraud as soon as it comes to their notice.</p> <p>Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of IGGL is liable to be treated as crime and dealt with by the procedures of IGGL as applicable from time to time.</p>	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-6
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 Purchase Officer in IGGL who issued the Tender Document, by filling up the Format)

To,
M/s INDRADHANUSH GAS GRID LIMITED
5th Floor, Central Mall, G S Road, Christian Basti, Guwahati

SUB: PROCUREMENT OF BARE & COATED LINE PIPES FOR NORTH -EAST GAS
GRID PIPELINE PROJECT (PHASE-1)

Tender no. 05/51/23UU/IGGL/012

Dear Sir,

We hereby acknowledge receipt of a complete set of Tender 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-7
BIDDER'S EXPERIENCE

To,

M/s INDRADHANUSH GAS GRID LIMITED
5th Floor, Central Mall, G S Road, Christian Basti, Guwahati

SUB: PROCUREMENT OF BARE & COATED LINE PIPES FOR NORTH -EAST
GAS GRID PIPELINE PROJECT (PHASE-1)

Tender no. 05/51/23UU/IGGL/012

Sl. No	Descri- ption of the Supply/ Services	PO/ Contr- act No. and date	Full Address & phone nos. of Client.	Postal nos. of	Value of Contract/ Order (Specify Currency Amount)	Date of Commence ment	Scheduled Completion/ Delivery Period (Months)	Date of Actual Compl- etion	Reasons for delay in execu- tion, if any
(1)	(2)	(3)	(5)		(6)	(7)	(8)	(9)	(10)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-8
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 Tender Document has been submitted by them along with their offer/Bid. This, however, does not relieve the Bidder of his responsibilities to make sure that his Bid 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	Confirm that the following details have been submitted in the Un-priced part of the Bid		
i	Covering Letter, Letter of Submission		
ii	Copy of Bid Security		
iii	Digitally signed Tender Document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Details and documentary proof required against BEC Criteria of Tender Document.		
vi	Confirm submission of documents alongwith unpriced bid as per tender requirement.		
2.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
3.0	Confirm that the price part as per Price Schedule format uploaded in e-portal.		
4.0	Confirm that annual reports & duly filled in Form 9 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-9
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. Indradhanush Gas Grid Limited
5th Floor, Central Mall, G S Road, Christian Basti, Guwahati

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 Tender No. dated for (Name of the supply/work/services/consultancy) and as per the terms of the said Tender Document 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

F-10

Page 1 of 2

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

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year ____
	Amount (Currency)
1. Net Worth	

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

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

**Refer Instructions on page 2 of 2*

Notes:

- (i) 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]
- (ii) We confirm that above figures are after referring instructions at page 2 of 2 of Format F-10.

Name of Audit Firm:
Chartered Accountant/CPA
Date:
Membership No.:

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

Instructions for Format F-10:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
4. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be “Sale Value/ Operating Income”
 - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
 - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

F-10A (SMLS)

**LINE PIPE MANUFACTURING MILL CAPABILITY CERTIFICATION
(For Indian and Foreign bidders seeking qualification under BEC clause, Ann-I to IFB)**

This is to certify that M/s _____ reference plant's production line _____ has following manufacturing facilities to manufacture _____ (type of pipes) line pipes as per API 5L PSL2 or equivalent.

Sl. No.	Description	Inspection Agency	
		Observation	Remarks on Conformity
A	GENERAL INFORMATION		
1.0	Detailed description of Organization (Structure, number of Employees, facilities, equipments, etc,) concerning the following:		
1.1	Overall structure of Mill Organization		
1.2	Line Pipe production facilities and Capacity		
1.3	Testing Laboratories		
1.4	Quality Control/Quality Assurance (QA/QC): Type and location of the testing facility and step-by-step operations followed to achieve High quality product as per technical specifications.		
1.5	Destructive & Non-Destructive testing facilities.		
1.6	Latest Audit certified documents performed during production by one of the International Inspection Agencies (as listed in SCC).		
2.0	Company has valid ISO 9001-2000 Certificate and established Quality manual.		
B	Manufacturing Process & INSPECTION PROCEDURES		
1.0	Give detailed description of the Manufacturing Process to produce Line pipes as per technical documents		
1.1	Inspection of raw material (Billets)		
1.2	Billet cutting		
1.3	Charging		
1.4	Piercing		
1.5	Rolling & Hot cutting		

Sl. No.	Description	Inspection Agency	
		Observation	Remarks on Conformity
1.6	Heat Treatment		
2.0	Following shall be certified for Mill capability:		
2.1	<u>Inspection of raw material (Billets))</u>		
2.2	<u>Piercing of Billets</u> During piercing the billets machine should have tracking system to control piercing and temperature.		
2.3	<u>Reheating & rolling</u> Pipe mill shall have a continuous monitoring arrangement for better dimensional control, minimum repairs and higher production.		
2.4	<u>Inspection & Testing</u>		
	Type and location of the testing facility and step-by-step operations followed to achieve High quality product as per technical specifications.		
	List of all relevant DT & NDT procedures (including Acceptance criteria)		
	List of NDT qualified personnel with valid ASNT-1A certificates for level III and Level II operators.		
	All instruments used shall have a valid Calibration certificates.		
	Capability of mill and procedure followed to produce pipes within the technical specifications with special attention to clause number 7.2 of TS (Out of roundness limited to 5 mm).		
	Capability of Mill and procedure followed to perform Impact test at -20/0 Deg.C. as per technical document requirements.		
	Work Instructions and approved procedures to be displayed at each and every work centres for ready reference		
	Pipe mill shall have the facilities, controls		

Sl. No.	Description	Inspection Agency	
		Observation	Remarks on Conformity
	and recording facility for all furnaces for online process and heat treatment		
	Various procedures established shall have approval from International Inspection agencies as listed in SCC.		

Overall acceptability

Acceptable / Not Acceptable

For & On behalf of

Signature
Name
Designation
Agency's name & Seal

Note: All pages of this report (Form-10A) shall be signed and stamped by the agency

FORMAT F-10A (LSAW/HSAW)

LINE PIPE MANUFACTURING MILL CAPABILITY CERTIFICATION
(For Indian and Foreign bidders seeking qualification under 4.1.1.1 of Ann-I to IFB)

This is to certify that M/s _____ reference plant's production line _____ has following manufacturing facilities to manufacture _____ (type of pipes) line pipes as per API 5L PSL2 or equivalent.

Sl. No.	Description	Inspection Agency	
		Observation	Remarks on Conformity
A	GENERAL INFORMATION		
1.0	Detailed description of Organization (Structure, number of Employees, facilities, equipments, etc,) concerning the following:		
1.1	Overall structure of Mill Organization		
1.2	Line Pipe production facilities and Capacity		
1.3	Testing Laboratories		
1.4	Quality Control/Quality Assurance (QA/QC): Type and location of the testing facility and step-by-step operations followed to achieve High quality product as per technical specifications.		
1.5	Non-Destructive testing facilities.		
1.6	Latest Audit certified documents performed during production by one of the International Inspection Agencies (as listed in SCC).		
2.0	Company has valid ISO 9001-2000 Certificate and established Quality manual.		
B	FABRICATION & INSPECTION PROCEDURES		
1.0	Give detailed description of the Fabrication Process to produce Line pipes as per technical documents		
1.1	Inspection of raw material (Plates/Coils)		
1.2	Forming of the plates/Coils		
1.3	De-coiling and Inspection		
1.4	Edge preparation		

Sl. No.	Description	Inspection Agency	
		Observation	Remarks on Conformity
1.5	Forming		
1.6	Welding		
1.7	Testing		
2.0	Following shall be certified for Mill capability:		
2.1	<u>Inspection of raw material (Plates/Coils)</u> The machine shall have an inbuilt edge machining and Ultrasonic testing to test about 25mm width on both sides of the plate edges.		
2.2	<u>Forming of the plates/ Coils</u> During Forming and welding the machine should have automatic tracking system to control welding groove and edge offsets.		
2.3	<u>Welding</u> Pipe mill shall have a continuous tack welding arrangement for better dimensional control, minimum repairs and higher production. Weld procedure qualified shall ensure testing of Impact at -20° C for Weld and HAZ.		
2.4	<u>Inspection & Testing</u>		
	Type and location of the testing facility and step-by-step operations followed to achieve High quality product as per technical specifications.		
	List of all relevant NDT procedures (including Acceptance criteria)		
	List of NDT qualified personnel with valid ASNT-1A certificates for level III and Level II operators.		
	Ultrasonic machines being used should ensure tracking of weld seam during testing and representing defects on a printout.		
	All instruments used shall have a valid Calibration certificates.		
	Capability of mill and procedure followed to		

Sl. No.	Description	Inspection Agency	
		Observation	Remarks on Conformity
	produce pipes within the technical specifications with special attention to clause number 7.2 of TS (Out of roundness limited to 5 mm).		
	HSAW mill shall ensure, prove and establish adequate methodology that the residual stresses are within acceptable limits (at least equal to cold expanded pipes).		
	Capability of Mill and procedure followed to perform Impact test at -20/0 Deg.C. as per technical document requirements.		
	Work Instructions and approved procedures to be displayed at each and every work centres for ready reference		
	Various procedures established shall have approval from International Inspection agencies as listed in SCC.		

Overall acceptability

Acceptable / Not Acceptable

For & On behalf of

Signature
Name
Designation
Agency's name & Seal

Note: All pages of this report (Form-10A) shall be signed and stamped by the agency

FORMAT F-10 A (HFW/ERW)

**LINE PIPE MANUFACTURING MILL CAPABILITY CERTIFICATION
(For Indian and Foreign bidders seeking qualification under BEC Clause)**

This is to certify that M/s _____ reference plant's production line _____ has following manufacturing facilities to manufacture _____ (type of pipes) line pipes as per API 5L PSL2 or equivalent.

Sl. No.	Description	Inspection Agency	
		Observation	Remarks on Conformity
A	GENERAL INFORMATION		
1.0	Detailed description of Organization (Structure, number of Employees, facilities, equipments, etc,) concerning the following:		
1.1	Overall structure of Mill Organization		
1.2	Line Pipe production facilities and Capacity		
1.3	Testing Laboratories		
1.4	Quality Control/Quality Assurance (QA/QC): Type and location of the testing facility and step-by-step operations followed to achieve High quality product as per technical specifications.		
1.5	Non-Destructive testing facilities.		
1.6	Latest Audit certified documents performed during production by one of the International Inspection Agencies (as listed in SCC).		
2.0	Company has valid ISO 9001-2000 Certificate and established Quality manual.		
B	FABRICATION & INSPECTION PROCEDURES		
1.0	Give detailed description of the Fabrication Process to produce Line pipes as per technical documents		
1.1	Inspection of raw material (Plates/Coils)		
1.2	Forming of the plates/Coils		

Sl. No.	Description	Inspection Agency	
		Observation	Remarks on Conformity
1.3	De-coiling and Inspection		
1.4	Edge preparation		
1.5	Forming		
1.6	Welding		
1.7	Testing		
2.0	Following shall be certified for Mill capability:		
2.1	<u>Inspection of raw material (Plates/Coils)</u> The machine shall have an inbuilt edge machining and Ultrasonic testing to test about 25mm width on both sides of the plate edges.		
2.2	<u>Forming of the plates/ Coils</u> During Forming and welding the machine should have tracking system to control welding groove and edge offsets.		
2.3	<u>Welding</u> Pipe mill shall have a continuous tack welding arrangement for better dimensional control, minimum repairs and higher production. Weld procedure qualified shall ensure testing of Impact at -20° C for Weld and HAZ.		
2.4	<u>Inspection & Testing</u>		
	Type and location of the testing facility and step-by-step operations followed to achieve High quality product as per technical specifications.		
	List of all relevant NDT procedures (including Acceptance criteria)		
	List of NDT qualified personnel with valid ASNT-1A certificates for level III and Level II operators.		
	Ultrasonic machines being used should		

Sl. No.	Description	Inspection Agency	
		Observation	Remarks on Conformity
	ensure tracking of weld seam during testing and representing defects on a printout.		
	All instruments used shall have a valid Calibration certificates.		
	Capability of mill and procedure followed to produce pipes within the technical specifications with special attention to clause number 7.2 of TS (Out of roundness limited to 5 mm).		
	HSAW mill shall ensure, prove and establish adequate methodology that the residual stresses are within acceptable limits (at least equal to cold expanded pipes).		
	Capability of Mill and procedure followed to perform Impact test at -20/0 Deg.C. as per technical document requirements.		
	Work Instructions and approved procedures to be displayed at each and every work centres for ready reference		
	Various procedures established shall have approval from International Inspection agencies as listed in SCC.		

Overall acceptability

Acceptable / Not Acceptable

For & On behalf of

Signature
Name

Designation
Agency's name & Seal

Note: All pages of this report (Form-10A) shall be signed and stamped by the agency



INDRADHANUSH GAS GRID LIMITED

**TENDER FOR
COATED & BARE LINE PIPES
FOR
NATURAL GAS PIPELINE GRID IN NORTH-EAST (PHASE-1)
Bid No. 05/51/23UU/IGGL/012**



MECON LIMITED

FORMAT – 10B

CAPACITY ASSESSMENT FOR PRODUCTION OF (SIZE: DIA X THK) HFW/ ERW PIPES

Best campaign (continuous 10 days production) shall meet the following requirements:

1. Pipes shall be as per API 5L Gr.X-65, PSL2 or higher grade.
2. Campaign duration shall be minimum 10 days continuous working.
3. Any intervening holiday/ break down during the operation of selected campaign shall be counted as working days for the purpose of capacity assessment.
4. Documentary evidence, duly certified by Chartered Engineer, shall be submitted for the selected campaigns. Minimum documents required are copy of Purchase Order, Copy of Third Party Inspection Release Note and Daily Production Report.
5. Campaign shall cover accepted pipes only, ready for dispatch from the first to the last day of the campaign.

Sl. No.	Project/ Country	Client's Address/ Contact Person name, Tel. No.	PO No. and date	Pipe Size (OD x thk.) Spec & Grade	Tonnage		Type of pipe	Campaign duration			Production Rate	
					Wt/Pipe	No. of Pipes		Start date	Finish date	Total No. of days (DC)	Total tonnage (TC)	Tons/ Day TC/DC
1.												

6. Capacity thus achieved shall be multiplied by reliability factor “R” of 0.8 to arrive at capacity “C” in Ton/day.

$$C = TC / DC \times R$$

7. Capacity ‘C’ thus achieved shall be converted to the required/ quoted diameter size.



INDRADHANUSH GAS GRID LIMITED

**TENDER FOR
COATED & BARE LINE PIPES
FOR
NATURAL GAS PIPELINE GRID IN NORTH-EAST (PHASE-1)
Bid No. 05/51/23UU/IGGL/012**



MECON LIMITED

FORMAT – 10B

CAPACITY ASSESSMENT FOR PRODUCTION OF (SIZE: DIA X THK) LSAW /HSAW PIPES

Best campaign (continuous 10 days production) shall meet the following requirements:

1. Pipes shall be as per API 5L Gr.X-65, PSL2 or higher grade.
2. Campaign duration shall be minimum 10 days continuous working.
3. Any intervening holiday/ break down during the operation of selected campaign shall be counted as working days for the purpose of capacity assessment.
4. Documentary evidence, duly certified by Chartered Engineer, shall be submitted for the selected campaigns. Minimum documents required are copy of Purchase Order, Copy of Third Party Inspection Release Note and Daily Production Report.
5. Campaign shall cover accepted pipes only, ready for dispatch from the first to the last day of the campaign.

Sl. No.	Project/ Country	Client's Address/ Contact Person name, Tel. No.	PO No. and date	Pipe Size (OD x thk.) Spec & Grade	Tonnage		Type of pipe	Campaign duration			Production Rate	
					Wt/Pipe	No. of Pipes		Start date	Finish date	Total No. of days (DC)	Total tonnage (TC)	Tons/ Day TC/DC
1.												

6. Capacity thus achieved shall be multiplied by reliability factor “R” of 0.8 to arrive at capacity “C” in Ton/day.

$$C = TC / DC \times R$$

7. Capacity ‘C’ thus achieved shall be converted to the required/ quoted diameter size.



INDRADHANUSH GAS GRID LIMITED

**TENDER FOR
COATED & BARE LINE PIPES
FOR
NATURAL GAS PIPELINE GRID IN NORTH-EAST (PHASE-1)
Bid No. 05/51/23UU/IGGL/012**



MECON LIMITED

FORMAT – 10B

CAPACITY ASSESSMENT FOR PRODUCTION OF (SIZE: DIA X THK) SEAMLESS PIPES

Best campaign (continuous 10 days production) shall meet the following requirements:

1. Pipes shall be as per API 5L Gr.X-65, PSL2 or higher grade.
2. Campaign duration shall be minimum 10 days continuous working.
3. Any intervening holiday/ break down during the operation of selected campaign shall be counted as working days for the purpose of capacity assessment.
4. Documentary evidence, duly certified by Chartered Engineer, shall be submitted for the selected campaigns. Minimum documents required are copy of Purchase Order, Copy of Third Party Inspection Release Note and Daily Production Report.
5. Campaign shall cover accepted pipes only, ready for dispatch from the first to the last day of the campaign.

Sl. No.	Project/ Country	Client's Address/ Contact Person name, Tel. No.	PO No. and date	Pipe Size (OD x thk.) Spec & Grade	Tonnage		Type of pipe	Campaign duration			Production Rate	
					Wt/Pipe	No. of Pipes		Start date	Finish date	Total No. of days (DC)	Total tonnage (TC)	Tons/ Day TC/DC
1.												

6. Capacity thus achieved shall be multiplied by reliability factor “R” of 0.8 to arrive at capacity “C” in Ton/day.

$$C = TC / DC \times R$$

7. Capacity ‘C’ thus achieved shall be converted to the required/ quoted diameter size.



INDRADHANUSH GAS GRID LIMITED

**TENDER FOR
COATED & BARE LINE PIPES
FOR
NATURAL GAS PIPELINE GRID IN NORTH-EAST (PHASE-1)
Bid No. 05/51/23UU/IGGL/012**



MECON LIMITED

FORMAT – 10C(ERW)

**DATA FOR CAPACITY ASSESSMENT FOR PRODUCTION OF (size: dia X thk, type) PIPE BY CONDUCTING TIME STUDY OF THE
CRITICAL OPERATIONS OF ANY ONGOING PRODUCTION CAMPAIGN AT BIDDER PIPE MILL**

Activity Pipe No.	Plate/ Coil UT (If applica ble)	Pipe Manufacturing Flattening & Levelling of Strip, Edge Milling, Plate UT, Forming, HFR welding, ID & OD flash Removal, Normalising, Cooling, Sizing & Cutting of Pipe	Pipe end Preparation (Bevelling)	Hydro Testing	MPI & END Circumferential MUT	Final Weld UT (AUT)	Body AUT (If applicable)	Manual UT (MUT) Untested portion & AUT spray	Final Inspection
1 st Pipe									
2 nd Pipe									
3 rd Pipe									
4 th Pipe									
5 th Pipe									
6 th Pipe									
7 th Pipe									
8 th Pipe									
9 th Pipe									
10 th Pipe									
Average									
Capacity in Km per day	$C \text{ (campaign)} = 60 \times 24 \times 12 \times \gamma / T \times 1000$								

Notes:

- Pipe for ongoing campaign shall be as per API 5L Gr.X-65, PSL2 or higher grade .
- 12 meter is the average length of the pipe in meter and "T" is the maximum time (average) in minutes, for any of the above listed critical operations. γ is reliability factor 0.8 uniformly taken for all mills.
- Time taken shall be from the beginning of an operation till the commencement of the same operation for the next pipe.
- Above stages are indicative only.
- Capacity 'C' thus achieved shall be converted to the required/ quoted diameter size.



INDRADHANUSH GAS GRID LIMITED

**TENDER FOR
COATED & BARE LINE PIPES
FOR
NATURAL GAS PIPELINE GRID IN NORTH-EAST (PHASE-1)
Bid No. 05/51/23UU/IGGL/012**



MECON LIMITED

FORMAT – 10C(LSAW/HSAW)

**DATA FOR CAPACITY ASSESSMENT FOR PRODUCTION OF (size: dia X thk, type) PIPE BY CONDUCTING TIME STUDY OF THE
CRITICAL OPERATIONS OF ANY ONGOING PRODUCTION CAMPAIGN AT BIDDER PIPE MILL**

Pipe No. \ Activity	Plate / Coil edge milling, Body UT (Plate/Coil),Pipe Forming, Root Welding , Welding Inside/Outside ,Pipe Cutting	Welding * Inside/ Outside (In case of Offline)	Mechanical Expansion (In case of LSAW)	Pipe end Preparation	Hydro Test	Manual UT/ MPI for Ends Bevels	Final Weld UT	R.T.	Final Inspection
1 st Pipe									
2 nd Pipe									
3 rd Pipe									
4 th Pipe									
5 th Pipe									
6 th Pipe									
7 th Pipe									
8 th Pipe									
9 th Pipe									
10 th Pipe									
Average									
Capacity in Km per day	$C \text{ (campaign)} = 60 \times 24 \times 12 \times \gamma / T \times 1000$								

Notes: * In case of off Line process, Welding (Inside/Outside) time shall be considered separately.

- Pipe for ongoing campaign shall be as per API 5L Gr.X-65,PSL2 or higher grade .
- 12 meter is the average length of the pipe in meter and "T" is the maximum time (average) in minutes, for any of the above listed critical operations. γ is reliability factor 0.8 uniformly taken for all mills.
- Time taken shall be from the beginning of an operation till the commencement of the same operation for the next pipe.
- Above stages are indicative only.
- Capacity 'C' thus achieved shall be converted to the required/ quoted diameter size.



INDRADHANUSH GAS GRID LIMITED

**TENDER FOR
COATED & BARE LINE PIPES
FOR
NATURAL GAS PIPELINE GRID IN NORTH-EAST (PHASE-1)
Bid No. 05/51/23UU/IGGL/012**



MECON LIMITED

FORMAT – 10C(SEAM)

**DATA FOR CAPACITY ASSESSMENT FOR PRODUCTION OF (size: dia X thk, type) PIPE BY CONDUCTING TIME STUDY OF THE
CRITICAL OPERATIONS OF ANY ONGOING PRODUCTION CAMPAIGN AT BIDDER PIPE MILL**

Activity Pipe No.	Pipe Manufacturing Billet centering, piercing , plunging, rolling, quenching , sizing , straightening as applicable	Pipe end Preparation (Bevelling)	Hydro Testing	MPI & END Circumferential MUT	Body AUT (If applicable)	Manual UT (MUT) Untested portion & AUT spray	Final Inspection
1 st Pipe							
2 nd Pipe							
3 rd Pipe							
4 th Pipe							
5 th Pipe							
6 th Pipe							
7 th Pipe							
8 th Pipe							
9 th Pipe							
10 th Pipe							
Average							
Capacity in Km per day	$C_{\text{(campaign)}} = 60 \times 24 \times 12 \times \gamma / T \times 1000$						

Notes:

- Pipe for ongoing campaign shall be as per API 5L Gr.X-65,PSL2 or higher grade .
- 12 meter is the average length of the pipe in meter and "T" is the maximum time (average) in minutes, for any of the above listed critical operations. γ is reliability factor 0.8 uniformly taken for all mills.
- Time taken shall be from the beginning of an operation till the commencement of the same operation for the next pipe.
- Above stages are indicative only.
- Capacity 'C' thus achieved shall be converted to the required/ quoted diameter size.



INDRADHANUSH GAS GRID LIMITED

**TENDER FOR
COATED & BARE LINE PIPES
FOR
NATURAL GAS PIPELINE GRID IN NORTH-EAST (PHASE-1)
Bid No. 05/51/23UU/IGGL/012**



MECON LIMITED

FORMAT – 10D(ERW)

**CAPABILITY/ CAPACITY ASSESSMENT BY PILOT PRODUCTION OF 10 NOS (SIZE: DIA X THK API 5L GR.X 70) (PSL-2) PIPE OR
EQUIVALENT PIPE**

Activity Pipe No.	Plate/C oil UT (If applicabl e)	Pipe Manufacturing Flattening & Levelling of Strip, Edge Milling, Plate UT, Forming, HFR welding, ID & OD flash Removal, Normalising, Cooling, Sizing & Cutting of Pipe	Pipe end Preparation (Bevelling)	Hydro Testing	MPI & END Circumferential MUT	Final Weld UT (AUT)	Body AUT (If applicable)	Manual UT (MUT) Untested portion & AUT spray	Final Inspection
1 st Pipe									
2 nd Pipe									
3 rd Pipe									
4 th Pipe									
5 th Pipe									
6 th Pipe									
7 th Pipe									
8 th Pipe									
9 th Pipe									
10 th Pipe									
Average									
Capacity in Km per day	$C_{\text{(campaign)}} = 60 \times 24 \times 12 \times \gamma / T \times 1000$								

Notes:

- 12 meter is the average length of the pipe in meter and "T" is the maximum time (average) in minutes, for any of the above listed critical operations. γ is reliability factor 0.8 uniformly taken for all mills.
- Time taken shall be from the beginning of an operation till the commencement of the same operation for the next pipe.
- Above stages are indicative only.
- Capacity 'C' thus achieved shall be converted to the required/ quoted diameter size.



INDRADHANUSH GAS GRID LIMITED

**TENDER FOR
COATED & BARE LINE PIPES
FOR
NATURAL GAS PIPELINE GRID IN NORTH-EAST (PHASE-1)
Bid No. 05/51/23UU/IGGL/012**



MECON LIMITED

FORMAT – 10D (LSAW/HSAW)

CAPACITY ASSESSMENT BY PILOT PRODUCTION OF 10 NOS (SIZE: DIA X THK API 5L GR.X 70) (PSL-2) PIPE OR EQUIVALENT PIPE

Activity Pipe No.	Plate / Coil edge milling, Body UT (Plate/Coil),Pipe Forming, Root Welding , Welding Inside/Outside ,Pipe Cutting	Welding * Inside/ Outside (In case of Offline)	Mechanical Expansion (In case of LSAW)	Pipe end Preparation	Hydro Test	Manual UT/ MPI for Ends Bevels	Final Weld UT	R.T.	Final Inspection
1 st Pipe									
2 nd Pipe									
3 rd Pipe									
4 th Pipe									
5 th Pipe									
6 th Pipe									
7 th Pipe									
8 th Pipe									
9 th Pipe									
10 th Pipe									
Average									
Capacity in Km per day	$C \text{ (campaign)} = 60 \times 24 \times 12 \times \gamma / T \times 1000$								

Notes:

- * In case of off Line process, Welding (Inside/Outside) time shall be considered separately.
- 1. 12 meter is the average length of the pipe in meter and “T” is the maximum time (average) in minutes, for any of the above listed critical operations. γ is reliability factor 0.8 uniformly taken for all mills.
- 2. Time taken shall be from the beginning of an operation till the commencement of the same operation for the next pipe.
- 3. Above stages are indicative only.
- 4. Capacity ‘C’ thus achieved shall be converted to the required/ quoted diameter size.



INDRADHANUSH GAS GRID LIMITED

**TENDER FOR
COATED & BARE LINE PIPES
FOR
NATURAL GAS PIPELINE GRID IN NORTH-EAST (PHASE-1)
Bid No. 05/51/23UU/IGGL/012**



MECON LIMITED

FORMAT – 10D(SEAMLESS)

**CAPABILITY/ CAPACITY ASSESSMENT BY PILOT PRODUCTION OF 10 NOS (SIZE: DIA X THK API 5L GR.X 70) (PSL-2) PIPE OR
EQUIVALENT PIPE**

Activity Pipe No.	Plate/Coil UT (If applicable)	Pipe Manufacturing Billet centering, piercing , plunging, rolling, quenching , sizing , straightening as applicable	Pipe end Preparation (Bevelling)	Hydro Testing	MPI & END Circumferential MUT	Body AUT (If applicable)	Manual UT (MUT) Untested portion & AUT spray	Final Inspection
1 st Pipe								
2 nd Pipe								
3 rd Pipe								
4 th Pipe								
5 th Pipe								
6 th Pipe								
7 th Pipe								
8 th Pipe								
9 th Pipe								
10 th Pipe								
Average								
Capacity in Km per day								

Notes:

- 12 meter is the average length of the pipe in meter and "T" is the maximum time (average) in minutes, for any of the above listed critical operations. γ is reliability factor 0.8 uniformly taken for all mills.
- Time taken shall be from the beginning of an operation till the commencement of the same operation for the next pipe.
- Above stages are indicative only.
- Capacity 'C' thus achieved shall be converted to the required/ quoted diameter size.

F-11
BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s INDRADHANUSH GAS GRID LIMITED
5th Floor, Central Mall, G S Road, Christian Basti, Guwahati

SUB: PROCUREMENT OF BARE & COATED LINE PIPES FOR NORTH -EAST GAS GRID PIPELINE PROJECT
(PHASE-1)

Tender no. 05/51/23UU/IGGL/012

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

NOTE: The Pre-Bid Queries may be sent by fax / e-mail before due date for receipt of Bidder's queries in terms of Clause No. 8.1 of ITB.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF BIDDER: _____

NAME OF BIDDER : _____

F-12

E-Banking Mandate Form

**(APPLICABLE ONLY IN CASE BIDDER'S BANK ACCOUNT IS NOT MAPPED
IN IGGL)**

(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) RTGSIFSC code of the bank branch
 - i) NEFTIFSC code of the bank branch
 - j) 9 digit MICR code

I/We hereby authorize Indradhanush Gas Grid Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Indradhanush Gas Grid Limited 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-13

INTEGRITY PACT

NOT APPLICABLE



INDRADHANUSH GAS GRID
LIMITED

**TENDER FOR
COATED & BARE LINE PIPES
FOR
NATURAL GAS PIPELINE GRID IN
NORTH-EAST (PHASE-1)
Bid No. 05/51/23UU/IGGL/012**



MECON LIMITED

FORMAT – 13A

3 LPE EXTERNAL / INTERNAL COATING PLANT CAPABILITY ASSESSMENT

This is to certify that M/s _____ reference plant's production line _____ has following coating facilities to undertake 3 LPE External Coating and Internal Liquid Epoxy coating of Bare Line Pipes as per relevant standards attached in bid document.

S. No.	DESCRIPTION	INSPECTION AGENCY	
		OBSERVATION	REMARKS ON CONFORMITY
A.	GENERAL INFORMATION		
1.0	Detailed description of Organisation (Structure, number of employees, facilities, equipments, etc.) concerning the following		
1.1	Overall structure of Plant Organisation		
B	EXTERNAL AND INTERNAL COATING FACILITIES & CAPACITY		
1.0	Testing Laboratories		
1.1	Quality Control/ Quality Assurance (QA / QC): Type and location of the testing facility and step-by-step operations followed to achieve high quality product as per technical specifications.		
1.2	Company shall have valid ISO 9001- 2000 certificate and established quality manual.		
C	3 LPE COATING & INSPECTION PROCEDURES		
1.0	Give detailed description of the coating process to produce coated pipes as per technical documents.		
1.1	Identification		
1.2	Review of the manufacturer's certificates of Base material (PE/Epoxy/Adhesive)		
1.3	Inspection of raw material (Epoxy / Adhesive / PE) batch wise at vendor laboratory		
	Surface preparation (Blasting & surface treatment)		
1.4	Pre-heating before abrasive blasting		



INDRADHANUSH GAS GRID
LIMITED

**TENDER FOR
COATED & BARE LINE PIPES
FOR
NATURAL GAS PIPELINE GRID IN
NORTH-EAST (PHASE-1)
Bid No. 05/51/23UU/IGGL/012**



MECON LIMITED

S. No.	DESCRIPTION	INSPECTION AGENCY	
		OBSERVATION	REMARKS ON CONFORMITY
1.6	Phosphoric acid treatment		
1.7	PH of pipe surface after phosphoric acid wash		
1.8	Salt contamination check after abrasive blasting		
1.9	Anchor pattern and degree of cleaned surface & degree of dust		
D	COATING		
2.1	Temperature of pipe before chromate application and visual application		
2.2	Temperature of pipe before epoxy application		
2.3	Temperature of PE, adhesive, epoxy		
2.4	Coating chamber and cooling chamber (inter coat time / cure time)		
2.5	Epoxy chamber / gun location/ number of guns / gun pressure		
2.6	PE & adhesive extruders RPM		
2.7	Line speed. Monitoring system for line speed shall be in place		
2.8	Epoxy/Adhesive/ PE film thickness / Total coating thickness		
2.9	Following shall be certified for Plant Capability:		
2.10	<u>Inspection of Raw Material (Epoxy /Adhesive / PE)</u> The plant shall have all in house test facilities for batch testing of incoming raw materials		
2.11	<u>Pre Heating of Pipes before blasting</u> Mill shall be equipped with required number of blasting stations and pre heating arrangement before 1 st blasting and also with facility for surface treatment before blasting (DM water wash station)		
2.12	<u>Surface Treatment</u> Mill shall be equipped with surface treatment facilities (chromating) before pre heating before epoxy chamber		



INDRADHANUSH GAS GRID
LIMITED

**TENDER FOR
COATED & BARE LINE PIPES
FOR
NATURAL GAS PIPELINE GRID IN
NORTH-EAST (PHASE-1)
Bid No. 05/51/23UU/IGGL/012**



MECON LIMITED

S. No.	DESCRIPTION	INSPECTION AGENCY	
		OBSERVATION	REMARKS ON CONFORMITY
2.13	<u>Pre heating before Epoxy application</u> Induction heater with high temperature tripping system along with visual and audio alarm indicators shall be installed		
2.14	<u>Number of Epoxy guns and Positioning before adhesive application:</u> Number of guns and gun pressure shall be sufficient to achieve desired thickness of epoxy on the pipe surface. Positioning / location (distance before adhesive application) of guns should be maintained to satisfy cure time requirement of epoxy.		
2.15	PE / Adhesive Extruders: PE / adhesive extruders RPM shall be maintained to achieve adhesive and final coating thickness.		
2.16	Cooling Chamber (Chiller): Length of cooling chamber should be sufficient to attain the coating pipe temperature out of cooling chamber as per requirement.		
2.17	Total coating thickness		
E	Inspection and Testing		
1.1	In house testing facility for all the lab testing and plant testing shall be in place.		
1.2	All the testing procedures for Raw material testing, 1 st day production testing and routine testing shall be available.		
1.3	Lab testing: Raw Material testing Procedure qualification testing Routine testing etc.		
1.4	Plant testing: Impact test, Holiday test, Peel off testing, Procedures qualification tests, St Andrew Cross Test, cathodic disbandment test, Test on partly coated pipes etc.		



INDRADHANUSH GAS GRID
LIMITED

**TENDER FOR
COATED & BARE LINE PIPES
FOR
NATURAL GAS PIPELINE GRID IN
NORTH-EAST (PHASE-1)
Bid No. 05/51/23UU/IGGL/012**



MECON LIMITED

S. No.	DESCRIPTION	INSPECTION AGENCY	
		OBSERVATION	REMARKS ON CONFORMITY
1.5	All instruments used shall have valid calibration certificates. Availability of calibration reference standards and instruments.		
1.6	Final Dimensional & Visual check (cut back on both ends of the pipe)		
F	Internal Coating		
1.1	For internal coating facility for the in house testing of raw material and long duration procedure qualification test shall be ensured.		
1.2	Dust level after internal blasting to be ensured.		
1.3	Mixing ratio of Hardener and Liquid epoxy to be ensured.		
1.4	Facilities at yard for handling and storage of internal coated pipes to be ensured.		
1.5	Work instructions and procedures to be displayed at each and every work station for ready reference for both internal / external coating.		
1.6	Various procedures established shall have approval from international inspection Agencies.		
G	Documentation & final certification		

Overall acceptability:

ACCEPTABLE / NOT ACCEPTABLE

For & On behalf of

Signature
Name
Designation
Agency's Name & Seal

Note: all pages of this report (Form-13) shall be signed and stamped by agency

**TENDER FOR
COATED & BARE LINE PIPES
FOR
NATURAL GAS PIPELINE GRID IN NORTH-EAST (PHASE-1)
Bid No. 05/51/23UU/IGGL/012**

FORMAT – 13B

DATA FOR CAPACITY ASSESSMENT FOR COATING PLANT BASED ON BEST OFFERED CAMPAIGN (NOT LESS THAN 10 CONSECUTIVE DAYS) FOR 3LPE COATING OF API 5L GRADE PIPE WITHIN LAST SEVEN YEARS AT BIDDER PIPE MILL

Activity Day	CLIENT	PIPE SIZE	GRADE	PROJECT	INSPECTION AGENCY	INSPECTION RELEASE NOTE	NO. OF PIPES RELEASED AFTER COATING
1 st							
2 nd							
3 rd							
4 th							
5 th							
6 th							
7 th							
8 th							
9 th							
10 th							
Average							

Notes: The 3LPE Coating Pipe Production Capacity for the quoted size Dq Line Pipe shall be calculated as per formula given :

$$C \text{ in KM/Day} = \frac{NXLXGXR}{T \times 1000}$$



INDRADHANUSH GAS GRID LIMITED

**TENDER FOR
COATED & BARE LINE PIPES
FOR
NATURAL GAS PIPELINE GRID IN NORTH-EAST (PHASE-1)
Bid No. 05/51/23UU/IGGL/012**



MECON LIMITED

FORMAT – 13C

CAPACITY ASSESSMENT BY PILOT PRODUCTION OF 25 Nos (Same size dia or Higher , API 5L or equivalent as per IFB) PIPE FOR 3LPE COATING

Activity									
Day									
1 st Pipe	<p style="text-align: center;">Capacity in Km/day, $C = \frac{NXLXR}{(T/24) \times 1000}$</p>								
2 nd Pipe									
3 rd Pipe									
4 th Pipe									
5 th Pipe									
6 th Pipe									
7 th Pipe									
8 th Pipe									
9 th Pipe									
10-25 th Pipe									

Notes:

1. C= Capacity (in KM/Day)
2. N= 25 No of pipes
- 3.T= Total Time consumed (in hours) from entry of first bare pipe at inlet station to receipt of last (25th) coated pipe on final bench station.
4. L= Length of pipe in meters
5. R= Reliability factor to be taken as 0.8

Required Capacity for quoted items will be determined by multiplying factor “G” on the capacity determined as per demonstration certificate:

Where,

$$G = D_c / D_q$$

Where D_q is the diameter in inches of the quoted line pipe and D_c is the diameter in inches of the pipe coated in the offered campaign. Ratio of D_c/D_q shall not exceed 1.4.

F-14
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.
7.0	Are there are any benefits available to Startups?	Refer Clause No. 49 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.

FORMAT F-15
DETAILS OF QUOTED ITEMS (BARE PIPE)

SUB: PROCUREMENT OF BARE & COATED LINE PIPES FOR NORTH -EAST GAS GRID PIPELINE PROJECT (PHASE-1)
Tender no. 05/51/23UU/IGGL/012

MR. Item No.	Total Required Quantity (Mtrs.)	Total Quoted Quantity (Mtrs.)	Quantity of Quoted Pipes in Meters				Mil-wise Quantity in Meters					
			HSAW	LSAW	HFW	Seamless	Mill 1*	Qty.	Mill 2*	Qty.	Mill 3*	Qty.
A1	2,62,000					NA						
A2	1,26,000					NA						
A3	500		NA			NA						
A4	100		NA			NA						
A5	1400		NA			NA						
B1	1,58,000		NA	NA								
B2	1,100		NA	NA								
B3	1,000		NA	NA								

* Please unique identification no. of Mill.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

FORMAT F-16
DETAILS OF QUOTED ITEMS (COATING JOB)

SUB: PROCUREMENT OF BARE & COATED LINE PIPES FOR NORTH -EAST GAS GRID PIPELINE PROJECT
(PHASE-1)

Tender no. 05/51/23UU/IGGL/012

MR. Item No.	Total Required Quantity (Mtrs.)	Total Quoted Quantity (Mtrs.)	Type of External Coating Quoted (3LPE /Liquid Epoxy Coating)	Plant-wise Quantity in Meters					
				Plant 1*	Qty.	Plant 2*	Qty.	Plant 3*	Qty.
A1	2,62,000								
A2	1,26,000								
A3	500								
A4	100								
A5	1400								
B1	1,58,000								
B2	1,100								
B3	1,000								

* Please unique identification no. of Mill.

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

FORMAT F-17
DETAILS OF EMD SUBMITTED FOR ITEMS QUOTED BY BIDDER

SUB: PROCUREMENT OF BARE & COATED LINE PIPES FOR NORTH -EAST GAS GRID PIPELINE PROJECT (PHASE-1)
Tender no. 05/51/23UU/IGGL/012

Bidder Name:

Item No.	EMD submitted for quoted items
A1	
A2	
A3+A4 +A5	
B1	
B2 + B3	
Total	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Format F-18
POWER OF ATTORNEY
(to be submitted on the letter-head of company)

SUB: PROCUREMENT OF BARE & COATED LINE PIPES FOR NORTH -EAST
GAS GRID PIPELINE PROJECT (PHASE-1)
Tender no. 05/51/23UU/IGGL/012

Name of Bidder: _____

“The undersigned _____(Name of LEGAL PERSON*) is lawfully
authorized to represent and act on behalf of the company M/s _____
(Name of bidder) whose registered address is _____ and does hereby
appoint Mr./Ms _____ [name of authorized person(s)]
_____ (Designation) of _____ M/s
_____ (Name of bidder) whose signature appears below to
be the true and lawful attorney/(s) and authorize him/her to sign the bid **(both digitally and manually)** and all subsequent communications, agreements, documents etc., in the
name and on behalf of the company in connection with the tender no.
_____ for.....(Name of work).

The signature of the authorized person/(s) herein constitutes unconditional obligations of
M/s _____ (Name of bidder).

This Power of Attorney shall remain valid and in full force and effect before we withdrawal
it in writing (by fax, or mail or post). All the documents signed (within the period of
validity of the Power of Attorney) by the authorized person/(s) herein shall not be invalid
because of such withdrawal.

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON/(S)

(Name of person)

E-mail id:

Digital token no. used for uploading the bid:

(*)In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO /

MD / Company Secretary of the Bidder/ all partners in case of Partnership firm/Proprietor (for Proprietorship firm) in favour of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.



F-19
FORMAT FOR COMPLETION CERTIFICATE
ON LETTER HEAD

Ref.: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
DD.MM.YYYY

Date:

Completion Certificate
(For supplies)

Name of supplier :

Name of Equipment :

Customer/Owner :

Project :

FOA/FOI NO & Date :

PO No & Date :

Contract Value :

Contractual Completion Date :

Actual Completion Date :

Reason for Delay (if any) :

Certified that all the material have been supplied satisfactorily as per Purchase Order
No.....dated.....

Signature

Signature

Date

Date

Name

Name

Designation

Designation

For Supplier

For OWNER / PMC

Format F-20

NO CLAIM CERTIFICATE

[On the Letter-head of Contractor]

We, _____, a company incorporated under the laws of India/ a Consortium between *____ and *____ (name of Consortium partners to be inserted)/ a Partnership Firm consisting of *____ and *____ (name of Partners to be inserted)/ a Sole Proprietorship (as the case may be), having its registered office at _____ and carrying on business under the name and style M/s. _____ were awarded the contract by Indradhanush Gas Grid Limited in reference to Tender No. _____ dated _____ (“Contract”).

After completion of the above-said Work under the contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills, our balance entitlement under the Contract is to a sum of Rs. _____ (Rupees _____ only) as per our Final Bill dated _____ towards full and final settlement of all our claims, dues, issues and contentions from Indradhanush Gas Grid Limited.

We confirm and declare that with the receipt of aforesaid monies, all our claims, dues, disputes, differences between M/s. _____ and Indradhanush Gas Grid Limited under and with reference to said Contract stands fully and finally settled.

We further absolve Indradhanush Gas Grid Limited from all liabilities present or future arising directly or indirectly out of the Contract.

We further confirm that the present settlement has been arrived at after mutual negotiations and is freely and fairly entered into between the parties. There is no economic duress or any other compulsion on us in entering into this settlement.

Signature with Seal of contractor

Dated :

F-21

**FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR
FOREIGN BASED SUPPORTING COMPANY ON INDIAN STAMP PAPER OF
REQUISITE VALUE DULY NOTARIZED**

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address company which hold more than fifty percent of the paid up share capital of the bidding company or vice versa) hereinafter referred to as "Supporting Company" of the second part.

Whereas

M/s. M/s INDRADHANUSH GAS GRID LIMITED (hereinafter referred to as IGGL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Supporting Company]

And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

- a) M/s. _____ (Bidder) will submit an offer to IGGL for the full scope of work as envisaged in the tender document as a main bidder and liaise IGGL directly for any clarifications etc. in this context.
- b) M/s. _____ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the IGGL.
- c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
- d) This agreement will remain valid till validity of bidder's offer to IGGL including extension if any and till satisfactory performance of the contract, the same is awarded by IGGL to the bidder.

- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and IGGL.
- f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by IGGL, however without prejudice to any rights that IGGL might have against the Supporting Company
- g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severely responsible to IGGL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of

For and on behalf of

(Bidder)

(Supporting Company)

M/s.

M/s.

Witness:

Witness:

1)

1)

2)

2)

F-22

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly established and existing under the laws of (insert country), having its Registered Office at hereinafter called “the Guarantor and/ or the Supporting Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

FOR

M/s (bidder) a company duly established and existing under the laws of (insert country), having its Registered Office at hereinafter called the “Bidder” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

TOWARDS

M/s Indradhanush Gas Grid Ltd, a company duly registered under the law of India having its Registered Office at 5th Floor, Central Mall, G S Road, Christian Basti, Guwahati, India, and having Purchase center at hereinafter called “IGGL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

WHEREAS IGGL has invited tender number for on, and the bidder has submitted it bid number..... in response to the above mentioned tender invited by IGGL.

AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder .

AND WHEREAS one of the condition for acceptance of Bidder’s bid against said tender is that in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the IGGL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports

as may be required by the Bidder for successful execution of the same.

The Bidder and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work under the tender, if the contract is awarded to the Bidder.

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the IGGL to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number, made by the Bidder under tender number.....:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the IGGL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the IGGL and duly perform the obligations of the Bidder to the satisfaction of the IGGL.
2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
3. The Guarantor shall be jointly and severally responsible to IGGL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non-performance under the contract entered between IGGL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of IGGL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by IGGL.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards IGGL.
7. Any dispute arising out of or in connection with this contract, including any question

regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and IGGL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be Guwahati, Assam, India. The language of arbitration shall be English.

8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to IGGL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of IGGL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, IGGL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of IGGL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to IGGL, equivalent to 50% of the value of Performance bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of IGGL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, IGGL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of IGGL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.



(Strike through the clause whichever is not applicable)

10. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Supporting Company)

M/s _____

Signature _____

Name _____

Designation _____

official seal _____

Witness:

1. Signature _____

Full Name _____

Address _____

2. Signature _____

Full Name _____

Address _____

INSTRUCTIONS FOR FURNISHING GUARANTEE

1. The official(s) executing the guarantee should affix full signature(s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.

F-22A

**CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR
COMPANY**

“Obligations contained in deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the Guarantor Company and the same do not, in any way, contravene any law of the country of which the Guarantor Company is the subject.”

The above certificate should be enclosed alongwith the Guarantee.



F-23

**PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY BY
FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY**

CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s INDRADHANUSH GAS GRID LIMITED
5th Floor, Central Mall, G S Road, Christian Basti, Guwahati

Dear Sir(s),

M/s. _____ having
registered office at _____ (herein after called the "CONTRACTOR/
SUPPLIER/SERVICE PROVIDER" 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 _____ (herein after called CONTRACT/ ORDER) for
M/s INDRADHANUSH GAS GRID LIMITED having registered office at 5th Floor, Central Mall,
G S Road, Christian Basti, Guwahati (herein after called the "IGGL" which expression shall
wherever the context so require include its successors and assignees).

Further, M/s _____ (Name of the Supporting company) having its registered/head office
at _____ based on whose experience/technical strength, the
CONTRACTOR/SUPPLIER/SERVICE PROVIDER has qualified for award of contract
(hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless
repugnant to the context or meaning thereof include all its successors, administrators, executors and
assignees) has agreed to provide complete technical and other support to the
CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the
contract/order as mentioned above, entered between IGGL and the
CONTRACTOR/SUPPLIER/SERVICE PROVIDER and IGGL having agreed that the
'SUPPORTING COMPANY' shall furnish to IGGL a performance guarantee for Indian
Rupees/US\$ towards providing complete financial and other support to the
CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the
contract/order as mentioned above,

The said M/s. _____ (Supporting Company) 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.

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by IGGL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be forceable until it is discharged by IGGL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.
3. The Bank also agrees that IGGL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that IGGL may have in relation to the 'SUPPORTING COMPANY's liabilities.
4. The Bank further agrees that IGGL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in IGGL against the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER or for any forbearance, act or omission on the part of IGGL or any indulgence by IGGL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT/ORDER and all dues of IGGL under or by virtue of this CONTRACT/ORDER have been fully paid and its claim satisfied or discharged or till IGGL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of IGGL or that of the 'SUPPORTING COMPANY'.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT/ORDER has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) _____ (Indian Rupees/USDollars (in words) _____ only) and our guarantee shall remain inforce until (indicate the date of expiry of bank guarantee) _____.
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, Assam, India..
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 Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser 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.

SECTION – V
GENERAL CONDITION OF CONTRACTS –
WORKS (GCC-GOODS)



GeneralConditionsofContract-GOODS

INDEX

ArticleTitle

1.	Definitions
2.	Seller to inform
3	Application
4.	Country of origin
5.	Scope of Contract
6.	Standards
7.	Instructions, direction & correspondence
8.	Contract Obligations
9.	Modification in Contract
10.	Use of Contract Documents & Information
11.	Patent Rights, Liability & Compliance of Regulations
12.	Performance Guarantee
13.	Inspection, Testing & Expediting
14.	Time Schedule & Progress Reporting
15.	Delivery & Documents
16.	Transit Risk Insurance
17.	Transportation
18.	Incidental Services
19.	Spare Parts, Maintenance Tools, Lubricants
20.	Guarantee
21.	Terms of Payment
22.	Prices
23.	Subletting & assignment
24.	Time as Essence of Contract
25.	Delays in the Seller's Performance
26.	Price Reduction Schedule for Delayed delivery
27.	Rejections, Removal of rejected equipment
&replacement	
28.	Termination of Contract
29.	Force Majeure
30.	Resolution of disputes/arbitration
31.	Governing Language
32.	Notices
33.	Taxes & Duties
34.	Books & Records
35.	Permits & Certificates
36.	General
37.	Import Licence
38.	Fall clause
39.	Publicity & Advertising
40.	Repeat Order
41	Limitation of Liability

1. Definitions

In this document, General Conditions of Contract (GCC-Goods), the following terms shall have the following respective meanings:

- 1.0 BIDDER : Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.
- 1.1 CONSULTANT [if engaged] shall mean M/s.having its registered office at..... The term consultant includes successors, assigns of M/s.
- 1.2 CONTRACT shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 1.3 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.
- 1.4 COMPLETION DATE shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.
- 1.5 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads up to and including rated capacity.
- 1.6 DELIVERY terms shall be interpreted as per INCO TERMS 2000 in case of Contract with a foreign Bidder and as the date of LR/GR in the case of a contract with an Indian Bidder.
- 1.7 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.
- 1.8 ENGINEER or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER/CONSULTANT at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.9 FINAL ACCEPTANCE shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.
- 1.10 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.
- 1.11 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through

CONSULTANT to inspect equipment, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.

- 1.12 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.
- 1.13 PURCHASER shall mean IGGL having its registered office at Indradhanush Gas Grid Limited(IGGL),5th Floor,CentralMall,G S Road, Christian Basti,Guwahati- 781005, Assam,Country:INDIA. The term PURCHASER includes successors, assigns of IGGL.
- 1.14 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.

PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.

Quantities – Bills of quantities

Bills of quantities

Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.

- 1.15 SELLER shall mean the person, firm or company with whom PURCHASE ORDER/CONTRACT is placed/ entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.
- 1.16 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.
- 1.17 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.
- 1.18 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- 1.19 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.

- 1.20 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.
- 1.21 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.
- 1.22 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.
- 1.23 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.
- 2. Seller To Inform**
- 2.1 The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the Contract.
- 3. Application**
- 3.1 These General Conditions of Contract (GCC-Goods) shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 4. Country of Origin**
- 4.1 For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 5. Scope of Contract**
- 5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.
- 5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be

specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost.

- 5.3 The SELLER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.
- 5.4 The SELLER shall furnish twelve (12) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the PURCHASER.
- 5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.
- 5.6 All dimensions and weight should be in metric system.
- 5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts (State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.
- 5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.
- 5.9 Specifications, design and drawings issued to the SELLER alongwith RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER/CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.
- 5.10 SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.

- | | | |
|--|-----|--|
| 6. Standards | 6.1 | The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution. |
| 7. Instructions, Direction & Correspondence | 7.1 | <p>The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.</p> <p>a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/CONSULTANT.</p> <p>b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.</p> <p>c. All communications including technical/commercial clarifications and/or comments shall be addressed to CONSULTANT in quintuplicate with a copy to PURCHASER and shall always bear reference to the CONTRACT.</p> <p>d. Invoices for payment against CONTRACT shall be addressed to PURCHASER.</p> <p>e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.</p> |
| 8. Contract Obligations | 8.1 | If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract. |
| | 8.2 | Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence. |
| 9. Modification In Contract | 9.1 | All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER/CONSULTANT by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract. |
| | 9.2 | PURCHASER/CONSULTANT shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to |

- impose any conditions at variance with or supplemental to CONTRACT.
- 10. Use of Contract Documents & Information**
- 10.1 The Seller shall not, without the PURCHASER's/ CONSULTANT's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 10.1 The SELLER shall not, without the PURCHASER's prior written consent, make use of any document or information enumerated in Article 10.1. except for purpose of performing the CONTRACT.
- 11. Patent Rights, Liability & Compliance of Regulations**
- 11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER and/or CONSULTANT may have to pay or incur by reason of any such suit or proceedings.
- 11.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.
- 11.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.
- 11.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.
- 12. Performance Guarantee**
- 12.1 Within 15 days after the SELLER's receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of the total value of the CONTRACT.
- 12.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without

prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.

- 13. Inspection, Testing & Expediting**
- 12.3 The performance guarantee shall be denominated in the currency of the CONTRACT.
- 12.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.
- 13.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.
- 13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.
- 13.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.
- 13.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.
- 13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.

- 13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.
- 13.7 In order to enable PURCHASER's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.
- 13.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.
- 13.11 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.
- 13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.
- 13.13 Nothing in Article-13 shall in any way release the SELLER from any warranty or other obligations under this CONTRACT.
- 13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.
- 13.15 **Inspection & Rejection of Materials by consignees**
When materials are rejected by the consignee, the supplier shall be intimated with the details of such

rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

14. Time Schedule & Progress Reporting

14.1 Time Schedule Network/Bar Chart

14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.

14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.

14.1.3 The original issue and subsequent revisions of SELLER's time schedule shall be sent to PURCHASER.

14.1.4 The time schedule network/bar chart shall be updated at least every second month.

14.2 Progress Trend Chart/Monthly Report

14.2.1 SELLER shall report monthly to PURCHASER, on the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.

14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.

14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart alongwith CONTRACT confirmation.

14.3.1 PURCHASER's/CONSULTANT's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.

14.3.2 Irrespective of such inspection, SELLER shall advise CONSULTANT, with copy to PURCHASER, at the earliest possible date of any anticipated delay in the progress.

- 14.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER/CONSULTANT which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER/CONSULTANT may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER/CONSULTANT, the PURCHASER/CONSULTANT shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER/CONSULTANT shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER/CONSULTANT shall, in addition, have the right to encash Performance Guarantee in full or part.
- 15. Delivery & Documents**
- 15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.
- 15.2 Delivery shall be deemed to have been made :
- a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.
 - b) In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.
 - c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/Consultant at the designated site(s).
- 15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.
- 15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/

CONSULTANT.

- 15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.
- 15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.
- 15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- 15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.
- 16. Transit Risk Insurance**
- 16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 16.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser. Insurance Requirements :
- Indigenous Bidders : Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by IGGL.
- Foreign Bidders : Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by IGGL address.
- The SELLER shall ensure that in effecting despatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardised. The Seller shall furnish the cost of materials against each equipment.
- 16.2 **PURCHASER's Insurance Agent :**
- [The name and address-as mentioned under SCC]*
- 17. Transportation**
- 17.1 Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, upto and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.
- 17.2 Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the

- SELLER and the cost thereof shall be included in the Contract price.
- 18. Incidental Services**
- 18.1 The Seller may be required to provide any or all of the following services:
- 18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:
- 18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:
- 18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warrantee/guarantee obligations under the Contract.
- 18.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.
- 18.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.
- 18.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty- one days for medium and long-term assistance, from the date of notice given by Purchaser.
- 18.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules.
- 19. Spare Parts, Maintenance Tools, Lubricants**
- 19.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.
- 19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warrantee obligations under the Contract, and
- 19.1.2 In the event of termination of production of the spare parts:
- i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and
- ii) Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested.
- 19.2 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements,

along with full details of manufacturers/vendors for such spares/maintenance tools for :

- 19.2.1 The construction, execution and commissioning.
- 19.2.2 Two years operation and maintenance.
- 19.3 Spare parts shall be new and of first class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.
- 19.4 Type and sizes of bearings shall be clearly indicated.
- 19.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.
- 19.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.
- 19.7 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.
- 19.8 Lubricants
 - 19.8.1 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trade-mark), quality and grade.
 - 19.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.
 - 19.8.3 Seller shall indicate various equivalent lubricants available in India.

20. Guarantee

- 20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract.

No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S /CONSULTANT'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER/CONSULTANT) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER/CONSULTANT) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfil in all respects all operating conditions, if any, specified in the Contract.

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time **prior to twelve(12) months from the date of the first commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire**, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.

PURCHASER/CONSULTANT may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER/CONSULTANT and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair.

In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings data sheets or the terms of the Contract and rectification is required at site, PURCHASER/ CONSULTANT shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER/ CONSULTANT, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER/ CONSULTANT shall immediately rectify the work/ materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

20.2.1 SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.

20.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.

- 20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/CONSULTANT shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfil the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER/ CONSULTANT in this regard shall be to SELLER's account.

21. Terms of Payment

- 21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.
- 21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.
- 21.3 The SELLER's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Contract.
- 21.5 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price along with exchange rates used in such calculations these exchange rates shall be maintained.

General Notes:

- i) All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalised Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter/Fax of Intent together with Performance Guarantee for 10% of total order/Contract value.
- ii) For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.
- iii) Payment shall be released within 30 days after receipt of relevant documents complete in all respects.
- iv) All bank charges incurred in connection with payments shall be to Seller's account in case of

Indian bidders and to respective accounts in case of Foreign bidder.

- v) Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
- vi) No interest charges for delay in payments, if any, shall be payable by PURCHASER.
- vii) In case of Indian bidder, variation, if any, on account of customs duty on their built-in-import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER along with invoicing itself.
- viii) Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.

22. Prices

- 22.1 Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid.

23. Subletting & Assignment

- 23.1 The contractor shall not without previous consent in writing of the PURCHASER authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

24. Time As Essence of Contract

- 24.1 The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.

25. Delays In The Seller's Performance

- 25.1 If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule the PURCHASER has the right to:
- i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; or
 - ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT

is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or

- iii) hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.

**26. Price Reduction
Schedule For
Delayed Delivery**

25.1 Any unexcusable delay by the SELLER or his sub- contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, imposition of price reduction for delay in delivery and termination of the contract for default.

26.1 Subject to Article -29, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

26.1.1 Deductions shall apply as per following formula:
In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by ½ % (**half percent**) of the total contract price per complete week of delay or part thereof subject to a maximum of **5% (five percent)** of the total contract price.

26.2 In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.

26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee.
Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER 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 the PURCHASER in the matter of applicability of price reduction shall be final and binding.

**27. Rejections, Removal of
Rejected Equipment &
Replacement**

27.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's/ CONSULTANT's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.

- 27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER/CONSULTANT shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.
- 27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.
- 27.4 EQUIPMENT rejected by the PURCHASER/ CONSULTANT shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.
- 27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).

28. Termination of Contract

- 28.1 Termination for Default
- 28.1.1 The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:
- A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or
 - B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and
 - C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.
- 28.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.

28.1.3 In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by IGGL. Against any type of tender nor their offer will be considered by IGGL against any ongoing tender (s) where contract between IGGL and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by IGGL to such VENDOR.

28.2 Termination for Insolvency

28.2.1 The PURCHASER, may at any time, terminate the CONTRACT by giving written notice to the SELLER, without compensation to the SELLER, if the SELLER 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 the PURCHASER.

28.3 Termination for Convenience

28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.

28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:

- a) to have any portion completed and delivered at the CONTRACT terms and prices, and /or
- b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

29. Force Majeure

29.1 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 the SELLER.

The SELLER shall advise PURCHASER/CONSULTANT 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, PURCHASER/CONSULTANT reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.

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

SELLER 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, the SELLER or the PURCHASER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, as stated elsewhere.

30. Resolution of Disputes/ Arbitration

30.1 The PURCHASER and the SELLER 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.

30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.

30.3 Legal Construction

The Contract shall be, in all respects be construed 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 within Guwahati.

30.4 Arbitration

All disputes, controversies, or claims between the parties (except in matters where the decision of the 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 a sole arbitrator. The PURCHASER IGGL shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator.

In the event of failure of the Seller 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 the PURCHASER shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the PURCHASER 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 Guwahati, Assam, India.

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

Seller 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 1996.

The WORK under the CONTRACT shall, however, continue during the Arbitration proceedings and no payment due or payable to the Seller shall be withheld on account of such proceedings.

31. Governing Language

31.1 The Contract shall be written in English language as specified by the PURCHASER/CONSULTANT in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

32. Notices

- 32.1 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.
- 32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33. Taxes & Duties

- 33.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the PURCHASER's country.
- 33.2 A domestic Seller shall be entirely responsible for all taxes, duties, licence fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on finished products shall be reimbursed by PURCHASER.
- 33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.
- 33.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.

34. Books & Records

- 34.1 SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER/ CONSULTANT or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lumpsum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.

35. Permits & Certificates

- 35.1 SELLER shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.

36. General

- 36.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.
- 36.2 Losses due to non-compliance of Instructions
- Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER/CONSULTANT in connection with the contract execution shall be recoverable from the SELLER.

36.3 Recovery of sums due

All costs, damages or expenses which the PURCHASER/CONSULTANT may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.

36.4 Payments, etc. not to affect rights of the PURCHASER
No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER/CONSULTANT shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.

36.4 Cut-off Dates

No claims or correspondence on this Contract shall be entertained by the PURCHASER/Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any).

36.6 Paragraph heading

The paragraph heading in these conditions shall not affect the construction thereof.

37. Import License

37.1 No import license is required for the imports covered under this document.

38. Fall Clause

38.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any Persons/Organizations including the Purchaser or any Department of the Central Govt. or any Department of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.

38.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Deptt. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand

correspondingly reduced.

The above stipulation will, however, not apply to:

- a) Exports by the Contractor/Supplier or
- b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement
- c) Sale of goods such as drugs which have expiry dates.

38.3 The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order:-

"I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the IGGL under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Deptt. of Central Govt. or any Deptt. of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the IGGL under the order".

Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a), (b) & (c) of sub-para 38.2 above, of which details shall be furnished by the supplier.

39. Publicity & Advertising

39.1 Seller shall not without the written permission of PURCHASER/CONSULTANT make a reference to PURCHASER/CONSULTANT or any Company affiliated with PURCHASER/CONSULTANT or to the destination or the description of goods or services supplied under the contract in any publication, publicity or advertising media.

40. Repeat Order

40.1 PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the total order value without any change in unit price or other terms and conditions.

41. Limitation of Liability

41.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

SECTION – VI
SPECIAL CONDITION OF CONTRACTS
(SCC)
&
ANNEXURES to SCC

SPECIAL CONDITIONS OF CONTRACT – GOODS (SCC- GOODS)

1. DEFINITIONS

In addition to meaning ascribed to certain initial capitalised terms in Section III "GCC - Goods", following initial capitalised terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in Section III "GCC-Goods", the meaning ascribed to such term hereunder shall prevail:

1.1 Definitions

1.1.1 Bid Documents shall mean documents issued to the Bidder pursuant to document listed in ITB.

1.1.2 Effective Date shall mean the date on which Sellers obligations will commence and that will be the date of Fax of Acceptance (FOA).

1.1.3 Warehouse / Dump Yard / Dump site / Storage Yards shall mean a place hired / owned by Contractor at Employer / Consultant specified location for the purpose of storing the Coated Pipes and delivering the coated pipes to Laying Contractor.

1.2 Interpretations

1.2.1 Where any portion of the GCC - Goods is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears, the provisions of the SCC-Goods shall be deemed to govern the provisions of the GCC - Goods and SCC-Goods provisions shall prevail to the extent of such repugnancy, or variations exist.

1.2.2 In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

1.3 Notwithstanding the sub-division of the Contract Documents into separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Agreement so far as it may be practicable to do so.

1.4 All headings, subtitles and marginal notes to the clauses of the GCC - Goods, SCC or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.

1.5 The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalised term.

1.6 Except the obligation of payment to Seller, Consultant may discharge all other Purchasers obligations. In Bid Documents, at all such places where obligations are confined to Purchaser alone such provision to read as Purchaser/ Consultants obligation to the extent the context so means/ requires.

1.7 Clause related to new pipe mill: Deleted

1.8 Clause related to steel source:

To ensure the timely execution of the contract, order/s for supply of steel plate/coil/Billets etc. needs to be placed in time. Successful vendor will ensure placement of order for procurement of steel plate/coil/etc. within the 45 days from the date of notification of award and will submit a copy of order/LC copy in support of the same. Failure in submitting the documents within the stipulated period shall be treated as non-fulfillment of contractual obligations and the same shall be dealt as per provisions of tender in this regard.

- 1.9 In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- i) Contract Agreement
- ii) Detailed Letter of Acceptance along with Statement of Agreed Variations.
- iii) Fax / Letter of Intent / Fax of Acceptance.
- iv) Schedule of Rates as enclosures to Letter of Acceptance.
- v) Job / Particular Specifications.
- vi) Drawings
- vii) Technical / Material Specifications.
- viii) Special Conditions of Contract.
- ix) Instruction to Bidders
- x) General Conditions of Contract.
- xi) Indian Standards
- xii) Other applicable Standards

2. SCOPE OF SUPPLY / WORK

The scope of supply shall be as given at Material Requisition (Vol. II) and Price Schedule enclosed with this tender enquiry.

3. PACKING, MARKING AND SHIPMENT

- 3.1 The Seller, wherever applicable shall after proper painting, pack and crate all goods for sea/air/road/rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse till the time of issuance to erection contractor. The Seller shall be held responsible for all damages due to improper packing. The Seller shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration.

- 3.2 Seller shall comply with the Packing, Marking and Shipping Instructions and Special Packaging Requirement as per the Bidding Document.

4.0 DELIVERY SCHEDULE

- 4.1 All Goods under the scope of the seller shall be shipped as per the following Schedule

4.1.1 Void

4.1.2 Bare / Coated Pipe Line Pipe- Indian & Foreign Bidder

- 4.1.2.1 The lot wise delivery Schedule for each item shall be as per Annexure-I to SCC. *In case bidder submits bid for part quantities or get award for part quantity of item, the item-wise per lot delivery schedule shall be proportional to quoted/ awarded quantities per dumpsite.*

- 4.1.2.2 Delivery of Bare / Coated Line Pipes shall be on the basis of receipt and acceptance by IGGL /MECON of Bare / Coated Line Pipes at Ex-Warehouse Location specified in the MR. The date of handing over and receipt of Bare / Coated Line Pipes by Pipe Laying Contractor shall be considered as the date of delivery for release of balance payment as per payment terms in SCC.

- 4.2 Failing to meet delivery schedule will be subject to Price Reduction and/or other remedies available to the Purchaser in Bidding Documents.

- 4.3 Lot quantity wise Price Reduction Schedule (PRS) shall be applicable as per clause 17 of SCC Goods

4.4 Delivery period as detailed in IFB, shall be the essence of Agreement and no variation shall be permitted.

4.5 The delivery period shall be reckoned from the date of Fax of Acceptance.

5 DESPATCH INSTRUCTIONS

5.1 Seller shall obtain dispatch clearance from the Purchaser/Consultant prior to each dispatch.

5.2 Copy of Inspection Release note, Dispatch Clearance and Statement showing the name of vessel, description and weight of material and shipping mark etc. to be submitted along with the documents.

6. INDEPENDENT SELLER

6.1 It is expressly understood and agreed that Seller is an independent party and that neither the Seller/ its personnel are servants, agents or employees of Purchaser/ Consultant nor the Seller has any kind of interest in other sellers.

7. LIEN

7.1 Seller shall ensure that the Scope of Supply supplied under the Agreement shall be free from any claims of title/liens from any third party. In the event of such claims by any party, Seller shall at his own cost defend, indemnify and hold harmless Purchaser or its authorised representative from such disputes of title /liens, costs, consequences etc.

8. RECOVERY OF CUSTOM DUTY & GST

8.1 In case, the statutory variation entitles the Purchaser to recover the amount (irrespective of Contractual Delivery) such amount will be recovered from any bill of the Contractor, immediately, on enforcement of such variation, under intimation to the Contractor.

9. RECOVERY ON FAILURE OF PIPE UNDER FIELD HYDRO TEST

Price reduction schedule on failure of pipe under field hydrotest and/ or during guarantee/ warranty period and/ or defect liability period as applicable shall be as follows (for pipe supplier):-

9.1.1 Pursuant to General Conditions of Contract as per Volume-I and clause 14 (new) of the Technical Specification owner shall be reimbursed by the successful bidders for any pipe supplied against this order that fails under field hydrostatic test and/ or during guarantee/ warranty period and/ or defect liability period as applicable, if such failure is caused by a defect in pipes which is outside the acceptance limits of the specifications. The reimbursement cost will be the landed cost of the defective pipes including all cost incurred upto delivery thereof at site and shall also include but not limited to cost of all duties, freight, insurance, labour, material, charges for cutting, removing, re-coating, replacement and relaying of defective pipeline including cost of incidental activities as well as losses suffered by IGGL. The recovery cost shall be calculated at actual but will be subject to the minimum values given below. Recovery shall be applied on the actual or minimum pre-determined rate, whichever is higher. The minimum pre-determined rate shall not need any justifications. The minimum pre-determined reimbursement cost of each pipe shall be as under:-

i) For 30" & above

USD 55,000 (Fifty Five Thousand US Dollars) for bidder quoting in foreign currency
Rs. 25,00,000/- (Rs. Twenty Five Lacs only) for bidder quoting in Indian Rupees.

ii) For 18" to 28"

USD 44,000 (Forty Four Thousand US Dollars) for bidder quoting in foreign currency
Rs. 20,00,000/- (Rs. Twenty lacs only) for bidder quoting in Indian Rupees.

iii) For 10" to 16"

USD 35,500 (Thirty Five Thousand Five Hundred US Dollars) for bidder quoting in foreign currency
Rs.16,00,000/- (Rs. Sixteen Lacs only) for bidder quoting in Indian Rupees.

The above cost shall be for each pipe, payable by the vendor to the Owner on demand without necessity of any proof of replacement/ reimbursement cost. Further, in case, the amount payable by the vendor to IGGL become more than what can be adjusted through price reduction, IGGL may recover at its discretion through deduction from any payment due or becomes due to the contractor or by en-cashing the Bank Guarantee(s) furnished by contractor, the unrecovered part of such payment will be paid by the contractor to IGGL within 15 days of date of notification by IGGL to him.

In the event of conflict between the stipulations of this article and anything contained in the Technical Specification (Material Requisition), the stipulations of this article shall govern.

Necessary tests to establish cause of failure of pipes shall be carried out at Welding Research Institute, Trichi, India and shall be binding on the both IGGL and the pipe supplier.

10. REJECTION

- 10.1 Any materials/ goods covered under scope of supply, which during the process of inspection by Purchaser/ appointed third party, at any stage prior to dispatch, is found not conforming to the requirements/ specifications of the Purchase Requisition/ Order, and shall be liable for immediate rejection.
- 10.2 Seller shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to Purchaser.

11. LIMITATION OF LIABILITY

- 11.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Contract or otherwise shall be limited to 100% of contract value. However, neither party shall be liable to the other party for any indirect and consequential damage, loss of profits or loss of production.

12. INSURANCE

- 12.1 Supplier shall, at his own expense arrange, secure and maintain insurance as may be necessary with reputable insurance companies to the satisfaction of the Employer. Bidder's failure in this regard shall not relieve him of any of this responsibilities and obligations under Contract. The Contractor will insure the Goods for its full replacement value till the coated pipes are handed over to erection contractor.
- 12.2 Employer will be co-insured in the Policy.
- 12.3 Any damage or loss or short receipt noted by the Employer on receipt of material at Warehouse or at the time of taking delivery at Warehouse, as the case may be, the Employer might immediately inform the Contractor through e-mail/ fax/ letter. The documentary evidence shall be forwarded to Contractor in due course.
- 12.4 The Contractor shall take immediate step to lodge claims with its insurer and arrange to make good or immediate replacement of damaged/ lost/ short receipt material without waiting for insurance claim settlement.
- 12.5 In case the damage is repairable and carried out by the Employer to save time, the Contractor will reimburse the cost of repair, immediately on demand.

13. GOVERNING LAW

- 13.1 Laws of India will govern the Agreement and Guwahati, Assam, India courts will have exclusive jurisdiction on all matters related to Agreement.

14. Void

15. EMPLOYER'S RIGHT AND REMEDIES

Without prejudice to Purchaser's right and remedies under Agreement, if Seller fails to commence delivery as per agreed schedule and/ or in reasonable opinion of the Purchaser, Seller is not in a position to make-up the delay to meet the intended purpose, the Purchaser may terminate the Agreement in full or part at Seller's default and may get supplies from other sources at Seller's risk and cost.

16. GUARANTEE

In partial modification to GCC-Goods Clause 20.0, Guarantee shall be twenty four (24) months starting from the date of receipt of last bare / coated pipe at warehouse.

17. PRICE REDUCTION SCHEDULE (PRS)

- 17.1 In partial modification of provisions of GCC-Goods 26.0 and pursuant to clause 4 of SCC, in case of delay in delivery of any specified item wise per lot quantity of line pipes as given in delivery schedule for respective item as specified in Clause 4 of SCC, the contract price shall be reduced by ½% (half percent) of the total price of undelivered quantity of line pipe covered in per lot quantity for which delivery is delayed, per week or part thereof of delay subject to a maximum of 5% (five percent) of total Contract Price.

- 17.2 Lot wise quantity specified in delivery schedule shall be considered separately for applying PRS in case of delay as described above. The total amount of PRS shall be limited to 5% of the total contract price.

- 17.3 The value referred in PRS clause is excluding taxes and duties reimbursable by IGGL.

The value on which PRS clause is applicable is as follows

Total Order Value excluding taxes and duties, GST shall be considered for PRS

18. TERMS AND MODE OF PAYMENT

- 18.1 The terms and mode of payment shall be as per Annexure-II to SCC-Goods.

19. REPEAT ORDER

- 19.1 In partial modification to GCC clause no. 40, Repeat Order shall be applicable upto 20% of the ordered quantity within contractual delivery period or six months from the date of Fax of acceptance, whichever is earlier

20. ORIGIN OF GOODS

- 20.1 A certificate issued by relevant Chamber of Commerce to this effect shall form part of shipping documents.

21. FALL CLAUSE

In partial modification to GCC clause no. 38.0, Fall Clause is not applicable for this package.

22. QUALITY ASSURANCE/QUALITY CONTROL

- 22.1 The Contractor shall prepare a detailed quality assurance plan for the execution of Contract for various facilities, which will be mutually discussed and agreed to.
- 22.2 The Contractor shall establish document and maintain an effective quality assurance system outlined in recognized codes.
- 22.3 The Purchaser/ Consultant, while agreeing to a quality assurance plan shall mark the stages where they would like to witness the tests; review any or all stages of work at shop/ site as deemed necessary for quality assurance.

23. CERTIFICATION

The vendor shall be completely responsible for the design, materials, fabrication, coating, testing, inspection, preparation for shipment, loading of the above item strictly in accordance with the Material Requisition and all attachments thereto. All items shall be provided with EN 10204, 3.2 Certification. The steel plate/coil required for pipe manufacturing shall also be certified as per EN 10204, 3.2 Certification.

24. THIRD PARTY INSPECTION AGENCIES

Vendor shall appoint anyone of the following TPIA for inspection purpose. Vendor has to proposed minimum 4 names of below listed agencies to be approved by IGGL / MECON.

- 1) Det Norske Veritas (DNV)
- 2) Germanischer Lloyd
- 3) Bureau Veritas
- 4) Moody International
- 5) SGS
- 6) Certification Engineer International Ltd(CEIL)
- 7) Technische Ulierwachungs Verein (TUV)
- 8) Velosi
- 9) American Bureau Services(ABS)
- 10) AB-Vincotee
- 11) Lloyd Register of Industrial Services
- 12) VCS Quality Services Private Limited
- 13) Meenar Global

Apart from inspection by TPIA, Inspection shall also be performed by IGGL and or its authorised representative / MECON, as set out and specified in the codes and particular documents forming this MR

25. PERFORMANCE EVALUATION

The performance of Seller (s) to whom the award is placed shall be evaluated right from submission of bid till the final completion, as per enclosed Annexure-I to ITB.

26. ECA FINANCING (FOR FOREIGN BIDDERS ONLY)

DELETED

27. Clause no. 16.0 of GCC shall be appended with the following:

- i) All equipments / materials are to be insured by IGGL for transit risks unless specified otherwise in the purchase order, to cover the damages during the transportation etc.
- ii) Any such damage during the transportation shall be immediately notified to under-writers as well as the transporter, for further necessary action for recovery of transit damages.

- iii) For the purpose of arranging transit insurance of the goods despatched / shipped, vendors are required to furnish the despatch / shipping particulars to the Insurance Company giving complete details of despatches along with Policy No. etc.
28. Deleted
29. **5th Para of Clause no. 30.4 of GCC, shall be modified as per the following:**
- “provisions of (Indian) Arbitration & Conciliation Act, 1996” shall be replaced by “provisions of (Indian) Arbitration & Conciliation Act, 1996 as amended time to time”
30. **Clause no. 30.4 of GCC shall be appended with the following:**
- FOR THE SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISES (s) INTER-SE AND PUBLIC SECTOR ENTERPRISES(s) AND GOVERNMENT DEPARTMENT(s) THROUGH PERMANENT MACHINERY OF ARBITRATION (PMA) IN THE DEPARTMENT OF PUBLIC ENTERPRISES.
- "In the event of any dispute or difference between relating to the interpretation and application of the provisions of the contracts, such disputes 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 disputes, 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 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."
31. Other clauses
- 1) **Failure and termination Clause**
- Time and date of delivery shall be the essence of the contract. If the vendor/contractor fails to deliver the entire quantity of materials ordered/ complete the work or a part thereof within the contractual delivery/ completion period agreed to for such part or total quantity as per the delivery / time schedule or at any time repudiates the contract before the expiry of such period, IGGL may without prejudice to any other right or remedy available to it recover damages for breach of the contract in any manner stipulated hereunder:-
- (a) Recover from the vendor/ contractor an agreed amount towards Price Reduction Schedule and not by way of penalty a sum equivalent to 1/2% (half per cent) of the contract price of the whole unit per week for such delay or part thereof (this is a genuine pre-estimate of damages duly agreed by the parties) which the vendor/ contractor has failed to deliver within the period fixed for delivery in the schedule, where delivery thereof is accepted after expiry of the aforesaid period.
- It may be noted that such recovery of PRS may be up to 5% of the contract price / of the total quantity of items of materials / equipment which the contractor has failed to deliver within the period fixed for delivery; or
- (b) Purchase or authorise the purchase elsewhere on the account and at the risk of the contractor, of the materials not so delivered or others of a similar description, by serving prior notice to the contractor / supplier without canceling the contract in respect of the installment not yet due for delivery;

or

- (c) Cancel the contract or a portion thereof by serving prior notice to the contractor and if so desired, purchase or authorise the purchase of the materials not so delivered or others of a similar description (where such materials exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable) at the risk and cost of the contractor. If the contractor had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his tender for risk purchases even through the lowest. Where the contract is terminated at the risk and cost of the firm under the provisions of this clause, it shall be solely upto the purchaser to exercise his discretion to collect or not, the security deposit from the firm, on whom the contract is placed, at the risk and expense of the defaulting firm.
- (d) Where action is taken under sub-clause (b) or sub-clause(c) above, the contractor shall be liable for any loss which the purchaser may sustain on that account, provided the purchase or if there is an agreement to purchase, such agreement is made, in case of failure to deliver the materials within six months from the date of such failure and in case repudiation of the contract within six months from the date of cancellation of contract. The contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be at the entire discretion of the purchaser. It shall be necessary for the purchaser to give a notice of such purchase on the contractor.
- (e) It may further be noted that clause (a) above provides for recovery of PRS on the cost of contract price of delayed supplies (whole unit) at the rate of 1/2% (half per cent) of the contract price of the whole unit per week for such delay or part thereof upto a ceiling of 5% of the contract price of delayed supplies thus accrued will be recovered by the paying authorities of the purchaser specified in the supply order, from the bill for payment of the cost of the material submitted by the vendor/ contractor in accordance with terms of supply order, or otherwise.
- (f) Notwithstanding any thing stated above equipment and materials will be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not delivered in time the equipment and material will be considered as delayed until such time all the missing parts are also delivered.

32. DISPUTE RESOLUTION

DELETED

33. All post-order correspondence shall be addressed to:

- a) Project Coordinator / DGM (Inspection & Expediting)
MECON Limited
13th Floor, SCOPE Minar, North Tower , Laxmi Nagar District Centre,
Delhi 110092
- b) DGM (Project),
M/s. INDRADHANUSH GAS GRID LIMITED (IGGL)
IGGL Office , 5th Floor, Central Mall,
G S Road, Christian Basti, Guwahati
- c) DGM (C&P)
M/s. INDRADHANUSH GAS GRID LIMITED (IGGL)
IGGL Office , 5th Floor, Central Mall,
G S Road, Christian Basti, Guwahati

34. Deployment of Trailer by Owner / Consultant

Applicable for Indian / Foreign Bidder

In case coated & bare pipe supplier fails to transport pipes as per the Contractual Delivery Schedule on pro-rata basis, then in such case, Owner / Consultant reserves the right to arrange transportation of pipes at the risk and cost of the coated & bare pipe supplier.

Accordingly, transportation charges along with administrative expenses @ 10% on the transportation charges incurred by owner/consultant shall be recovered from the coated & bare pipe supplier.

Further, coated & bare pipe Supplier shall be obliged to meet all contractual obligations like loading, unloading, transit insurance, repair of transit damages, Price Reduction Schedule (PRS) etc, as these would have been applicable otherwise.

In no circumstance, coated & bare pipe supplier, shall get relieved from the responsibility / obligation of the contract.

35. PAYING AUTHORITY:

Shall be intimated to the successful bidders.

36. Bill to /Consignee Address:

“Consignee /Bill to address (Respective States) is as follows:

Shall be intimated to the successful bidders.

37. IGGL GSTIN

Shall be intimated to the successful bidders.

38. GST Clarification:

“From 1st July 2017, GST (Goods & Service Tax) has come in force and effect. All Indirect Taxes including Excise Duty, CST, Entry Tax, VAT, WCT, etc has been subsumed in GST accordingly any reference to these taxes and duties mentioned in the Bidding document shall be ignored and GST Provisions will be applicable in lieu of these taxes and duties.”

39. E-Way Bill

The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by IGGL, the concerned designated order issuing authority may be contacted in this regard. It will be the responsibility of the supplier to ensure the compliance of the provisions relating to E-Way bill before dispatch of the consignment and any financial implication arising due to non-compliance in this regard will be to the account of the supplier.

LOT-WISE DELIVERY SCHEDULE

For Group A Coated & Bare Pipe

DS-1 District Sonitpur, Assam

MR Item	Specified Outside Diameter mm (inch)	Wall Thickness (mm)	Finish condition	Quantity (M)	From 20 th Week to end of 23 th Week (lot-1)	From 24 th Week to end of 27 th Week (lot-2)	From 28 th Week to end of 31 st week (lot-3)	From 32 nd Week to end of 35 th Week	From 36 th Week to end of 39 th Week	From 40 th Week to end of 43 th Week	From 44 th Week to end of 47 th Week (lot-4)	From 48 th Week to end of 51 st Week (lot-5)	From 52 nd Week to end of 55 th Week (lot-6)	From 56 th Week to end of 60 th Week (lot-7)
A1	610 (24)	10.31	External & Internal Coating	1,00,000	10,000	15,000	15,000	-	-	-	10,000	15,000	15,000	20,000
A2	610 (24)	12.70	External & Internal Coating	42,000	3,000	6,500	6,500	-	-	-	3,000	6,500	6,500	10,000
A3	610 (24)	17.48	External & Internal Coating	250			250							
A4	610 (24)	17.48	Bare	50			50							
A5	610 (24)	14.27	Bare	700			700							

DS-2: District Biswanath Assam

MR Item	Specified Outside Diameter mm (inch)	Wall Thickness (mm)	Finish condition	Quantity (M)	From 20 th Week to end of 23 th Week (lot-1)	From 24 th Week to end of 27 th Week (lot-2)	From 28 th Week to end of 31 st Week (lot-3)	From 32 nd Week to end of 35 th Week	From 36 th Week to end of 39 th Week	From 40 th Week to end of 43 th Week	From 44 th Week to end of 47 th Week (lot-4)	From 48 th Week to end of 51 st Week (lot-5)	From 52 nd Week to end of 55 th Week (lot-6)	From 56 th Week to end of 60 th Week (lot-7)
A1	610 (24)	10.31	External & Internal Coating	62,000	6,000	9,500	9,500	-	-	-	6,000	9,500	9,500	12,000
A2	610 (24)	12.70	External & Internal Coating	42,000	3,000	6,500	6,500	-	-	-	3,000	6,500	6,500	10,000

DS-3 District Golaghat Assam

MR Item	Specified Outside Diameter mm (inch)	Wall Thickness (mm)	Finish condition	Quantity (M)	From 20 th Week to end of 23 th Week (lot-1)	From 24 th Week to end of 27 th Week (lot-2)	From 28 th Week to end of 31 st Week (lot-3)	From 32 nd Week to end of 35 th Week	From 36 th Week to end of 39 th Week	From 40 th Week to end of 43 th Week	From 44 th Week to end of 47 th Week (lot-4)	From 48 th Week to end of 51 st Week (lot-5)	From 52 nd Week to end of 55 th Week (lot-6)	From 56 th Week to end of 60 th Week (lot-7)
A1	610 (24)	10.31	External & Internal Coating	1,00,000	10,000	15,000	15,000	-	-	-	10,000	15,000	15,000	20,000
A2	610 (24)	12.70	External & Internal Coating	42,000	3,000	6,500	6,500	-	-	-	3,000	6,500	6,500	10,000
A3	610 (24)	17.48	External & Internal Coating	250			250							
A4	610 (24)	17.48	Bare	50			50							
A5	610 (24)	14.27	Bare	700			700							

NOTE:

1. IGGL/MECON has the right to revise the priority of pipe required lot wise on particular dumpsite due to site exigency & same will be intimated to the manufacturer in advance prior to dispatch .However itemwise & dumpsite wise total allocated quantity shall remain unchanged as mentioned .
2. The total delivery schedule shall be 60 weeks and it is noted that there will be break of 12 weeks in between 3rd & 4th Lot.

For Group B

Coated & Bare Pipe

DS-1 District Biswanath, Assam

MR Item	Specified Outside Diameter mm (inch)	Wall Thickness (mm)	Finish condition	Quantity (M)	From 16 th Week to end of 19 th Week	From 20 th Week to end of 23 rd Week	From 24 th Week to end of 27 th week (lot-1)	From 28 th Week to end of 31 st week (lot-2)	From 32 nd Week to end of 35 th week	From 36 th Week to end of 39 th Week	From 40 th Week to end of 43 rd Week	From 44 th Week to end of 48 th Week (lot-3)
B1	323.9 (12)	7.14	External & Internal Coating	14,000	-	-	4,000	5,000	-	-	-	5,000
B2	323.9 (12)	9.53	External & Internal Coating	250	-	-	-	250	-	-	-	-
B 3	323.9 (12)	9.53	Bare	250	-	-	-	250	-	-	-	-

DS-2 District Papum, Arunachal Pradesh

MR Item	Specified Outside Diameter mm (inch)	Wall Thickness (mm)	Finish condition	Quantity (M)	From 16 th Week to end of 19 th Week	From 20 th Week to end of 23 rd Week	From 24 th Week to end of 27 th week (lot-1)	From 28 th Week to end of 31 st week (lot-2)	From 32 nd Week to end of 35 th week	From 36 th Week to end of 39 th Week	From 40 th Week to end of 43 rd Week	From 44 th Week to end of 48 th Week (lot-3)
B1	323.9 (12)	7.14	External & Internal Coating	14,000	-	-	4,000	5,000	-	-	-	5,000
B2	323.9 (12)	9.53	External & Internal Coating	250	-	-	-	250	-	-	-	-
B 3	323.9 (12)	9.53	Bare	250	-	-	-	250	-	-	-	-

DS-3 District Golaghat, Assam

MR Item	Specified Outside Diameter mm (inch)	Wall Thickness (mm)	Finish condition	Quantity (M)	From 16 th Week to end of 19 th Week	From 20 th Week to end of 23 rd Week	From 24 th Week to end of 27 th week (lot-1)	From 28 th Week to end of 31 st week (lot-2)	From 32 nd Week to end of 35 th week	From 36 th Week to end of 39 th Week	From 40 th Week to end of 43 rd Week	From 44 th Week to end of 48 th Week (lot-3)
B1	323.9 (12)	7.14	External & Internal Coating	1,30,000	-	-	30,000	50,000	-	-	-	50,000
B2	323.9 (12)	9.53	External & Internal Coating	600	-	-	-	600	-	-	-	-
B 3	323.9 (12)	9.53	Bare	500	-	-	-	500	-	-	-	-

NOTE:

- IGGL/MECON has the right to revise the priority of pipe required lot wise on particular dumpsite due to site exigency & same will be intimated to the manufacturer in advance prior to dispatch .However itemwise & dumpsite wise total allocated quantity shall remain unchanged as mentioned .

Annexure-II to SCC

**PAYMENT TERMS AND MODE OF
PAYMENT**

1. TERMS OF PAYMENT

1.1. Supply of Coated & Bare Line Pipes

1.1.1 Indian / Foreign Bidder

1.1.1.1 90% of Invoice value will be paid progressively against receipt of coated pipes at warehouse/ storage yard/ dumpsite by Purchaser / Consultant after adjustment against monthly PRS and against submission of invoice in triplicate as per GST Act along with:

- i) Inspection release note by Purchaser/Consultant.
- ii) PMC/ IGGL certified documents in support of receipt of coated pipes at warehouse.
- ii) Packing List
- iii) Proof of customs clearance including payment of customs duty for imports permitted in the contract.
- iv) Indemnity bond for the total price of delivered items as per format provided in bidding document.
- v) Documents as specified in Technical Requisition / Material requisition
- vi) *Confirmation on Adequacy of Insurance Coverage as per clause no. 12 of SCC-Goods duly certified from PMC*

1.1.1.2 The Supplier shall raise invoices on fortnightly basis after adjustment against PRS.

1.1.1.3 The payments to the Supplier will be released within a period of 15 days from the date of receipt of the complete invoice duly certified by Purchaser/Consultant as per the terms and conditions of the Contract.

1.1.1.4 Balance 10% amount of the invoice value shall be paid progressively within 30 days after handing over of coated pipes to the laying contractor and receipt of final technical document (if any) as specified in the PR. However, in case pipes could not be lifted even 3 months beyond CDD / from last pipe delivered at dumpsite (whichever is later), 10% payment may be released to Line pipe supplier against submission of equivalent amount of BG with a validity of minimum 3 months which can be further extended upto handing over of last pipe to the laying contractor / IGGL's designated store / IGGL authorized agencies.

In case of supplies made at Owner managed dumpsites, balance 10% payment shall be released within 30 days after handing over the coated pipe to MECON/ IGGL and receipt of final technical documents (if any) as specified in PR.

Note to clause no. 1.1.1 : In case of items to be supplied is bare pipe only, same terms of payment as stipulated above shall be applicable.

Maintenance of Warehouse/ Dumpsites (After free period)

I. After expiry of the free period of 3 Month from date of receipt of last pipe or the contractual delivery date, whichever is later ,Coating Contractor will be entitled for payment of Rs.10,500/-(exclusive of GST) per day for storage and preservation of coated / bare line pipes at warehouse for 24 months which shall be payable on monthly basis. GST shall be payable extra at actual against invoice. Statutory variation on account of GST shall be payable as per tender document.

II. 100% payment will be released against monthly invoice

2. The Invoice shall be made after adjusting the following

2.1 PRS pursuant to GCC – Goods clause 26.0, if applicable

2.2 Indian agents commissioning, if applicable

3.0 **Mode of Payment**

3.1 Indian Bidders : Payment will be released through E-payment as detailed in ITB .

4.0 The INVOICE shall be raised in favour of OIC, IGGL (work centre) to be informed at the time of placement of order.

5.0 **Deduction at Source**

5.1 Purchaser will release the payment to the Seller after effecting deductions as per applicable law in force.

5.2 Purchaser will release payments to the Contractor after offsetting all dues to the Purchaser payable by the Contractor under the Contract.

Notes : All invoices shall be raised in line with GST Act / Rules in vogue.

SECTION – VII
SCHEDULE OF RATES

Attached Separately

[(Bid Sheets (Schedule of Rates (Price Bid)/ Schedule of Rates
(Unpriced Bid)) must be downloaded only from
www.tenderwizard.com/MECON for bid submission on the e- portal.)]