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# HIRING OF PROJECT MANAGEMENT CONSULTANT (PMC) SERVICES FOR PHASE-III OF NORTH EAST GAS GRID PROJECT OF INDRADHANUSH GAS GRID LIMITED

TENDER NO.: IGGL/GHY/C&P/PROJ/PMC-III/10-21 (E –TENDER NO: IGGL-100026)

### DOMESTIC COMPETETIVE BIDDING THROUGH OPEN E-TENDERING

### **Issued by**

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

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

# **ATTENTION**

## THIS IS AN ELECTRONIC TENDER

For Participation in this tender please visit the web site: Govt. CPP Portal - <a href="https://etenders.gov.in">https://etenders.gov.in</a>.



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# SECTION-I INVITATION FOR BID (IFB)

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### <u>SECTION-I</u> <u>"INVITATION FOR BID (IFB)"</u>

Ref No: TENDER NO. IGGL/GHY/C&P/PROJ/PMC-III/10-21 Date: 23.10.2021

To,

SUB: HIRING OF PROJECT MANAGEMENT CONSULTANT (PMC) SERVICES FOR PHASE-III OF NORTH EAST GAS GRID PROJECT OF INDRADHANUSH GAS GRID LIMITED

### Dear Sir/Madam,

- 1.0 **INDRADHANUSH GAS GRID LIMITED (IGGL)**, a Joint Venture (JV) of IOCL, ONGC, GAIL, OIL and NRL, having its registered office at Guwahati in the State of Assam, invites Bids from bidders for the subject, in complete accordance with the following details and enclosed Tender Documents.
- 2.0 The brief details of the tender are as under:

(A)	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	HIRING OF PROJECT MANAGEMENT CONSULTANT (PMC) SERVICES FOR PHASE-III OF NORTH EAST GAS GRID PROJECT OF INDRADHANUSH GAS GRID LIMITED
(B)	TENDER NO. & DATE	IGGL/GHY/C&P/PROJ/PMC-III/10-21 (E - Tender No. IGGL-100026)
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM  TWO BID SYSTEM
(D)	TYPE OF TENDER	E-TENDER  MANUAL  E-TENDER NO: IGGL-100026

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(E)	COMPLETION/CONTRACT PERIOD	Contractual schedule time for the PMC contract (PART-A/PART-B) shall be 36 months each (including 3 months for Closure) from the date of Kick off Meeting.			
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE  NOT APPLICABLE    V			
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)				
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Date: 29.10.2021 Time: 11:30 HRS  Venue: IGGL Office, 5th Floor, Central Mall, G S Road, Guwahati /ONLINE (Refer Clause 17.0 of Instruction to Bidders)			
<b>(I)</b>	DUE DATE & TIME OF BID- SUBMISSION	Date : 12.11.2021 Time : 14:00 HRS.			
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date: 13.11.2021 Time: 14:00 HRS			
(К)	CONTACT DETAILS OF TENDER DEALING OFFICER	1) Name: Mr. Indranil Neog, Designation: Deputy General Manager (C&P), I/C Phone No.: 9531101227/8 (Extension 121) E-mail: indranil.neog@iggl.co.in  2) Name: Mr. Udayan Das, Designation: Chief Manager (C&P) Phone No.: 9531101227/8 (Extension 111) E-mail: udayan.das@iggl.co.in			

<u>Note:</u> In case of the days specified above happens to be a holiday in IGGL, the next working day shall be implied.

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- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 In case of e-tendering, the following documents in addition to uploading in the bid on the E-tendering website shall also be submitted in Original (in physical form) within 07 (Seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet (BDS): -
  - (i) EMD/Bid Security (if applicable) / Declaration of Bid Security
  - (ii) Power of Attorney
- 5.0 In case of Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.
- 6.0 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 8.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB. The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.
- 9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above-mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 10.0 All the bidders including those who are not willing to submit their bid are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 11.0 System generated Request for Quotation (RFQ), if any, shall also form an integral part of the Tender Document.
- 12.0 IGGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

### This is not an Order.

For & on behalf of Indradhanush Gas Grid Limited

(Authorized Signatory)

Name : Indranil Neog Designation : DGM(C&P), I/C

E-mail ID : <u>indranil.neog@iggl.co.in</u>
Contact No. : 9531101227/8 (Extension: 121)

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### **PHYSICAL DOCUMENTS OF TENDER**

<b>Bid Document No.:</b> IGGL/	GHY/C&P/	PROJ/P	MC-II	II/10-21	(E-	-TENDI	ER NO.	IGGL-10	0026)
Description	: HIRING ( FOR PHA INDRADHA	SE-III	OF	NORTH	EAST		_	PMC) SEI PROJEC	
Due Date & Time	: 12	.11.202	1 at	14:00 h	rs.				
From:		То:							
•••••	•••••	DGM	(C&I	P), I/C					1
		IGGL, 78100	5 <sup>th</sup> F 05	loor, Ce		-			
		PHUI	NE: :S	9531101	1221/8	(Exter	ision: 1	LZI)	

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

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# **SECTION-II**

**BID EVALUATION CRITERIA (BEC) & EVALUATION METHODOLOGY** 



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### **SECTION-II**

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

The following Bid Evaluation Criteria & Evaluation Methodology is proposed for the subject tendered job:

### A. BEC-TECHNICAL CRITERIA:

- i) The bidder should have experience in Project Management Consultancy (PMC)/ Consultancy Service in Hydrocarbon Industry.
- ii) The bidder should have valid ISO 9001:2015 certification / Latest certification or equivalent established quality management system certification.
- iii) The bidder should have executed/completed in last 07 years, to be reckoned from bid due date, at least one single order/contract as Project Management Consultant for minimum 8" diameter Cross Country Hydrocarbon Steel Pipeline project with minimum work order value as below:

PART	Minimum Executed/Completed Work Order Value in Single Order/Contract (INR)
Part-A	4.79 Crores
Part-B	7.11 Crores
Part-A (+) Part-B	11.90 Crores

<u>Note:</u> Bidder can quote for PART-A or PART-B or Both the PARTs, evaluation will be done for each part separately.

### **B. BEC - FINANCIAL CRITERIA:**

<u>Annual Turnover:</u> 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:

PART	Minimum Annual Turnover (INR)
Part-A	1.60 Crores
Part-B	2.37 Crores
Part-A (+) Part-B	3.97 Crores

Net Worth: Net Worth of the Bidder should be positive for the preceding audited financial year.

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<u>Working Capital:</u> The minimum Working Capital of the Bidder for the preceding audited financial years shall be as under:

PART	Minimum Working Capital (INR)
Part-A	31.92 Lacs
Part-B	47.40 Lacs
Part-A (+) Part-B	79.32 Lacs

If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores (or equivalent USD), conforming the availability of line of credit for the respective item clubbed together /item amount specified in Table above, irrespective of overall position of the working capital. (Refer format F-9, as attached in 'Forms & Formats' for certificate from Bank for Line of Credit).

### Note:

- (i) Annual Turnover: Preceding 3 financial years mentioned in aforesaid BEC refer to immediate 3 preceding financial years wherever the closing date of bid is after 30<sup>th</sup> September of the relevant financial year. In case the due date for submission of bid is up 30th September of the relevant financial year, and audited financial results of the immediate 3 preceding financial years are not available, the audited financial results immediately prior of the vears that will be considered. to Further, 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 (as mentioned above), the same shall suffice and bidders may submit format F-10 accordingly.
- (ii) Net Worth/Working Capital: Immediate preceding financial year mentioned in aforesaid BEC refer to audited financial results for the immediate preceding financial year wherever the closing date of the bid is after 30th Sept. of the relevant financial year. 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. Bidder is to submit Audited Financial Statement of immediate preceding financial years (as mentioned above) along with format F-10 accordingly for Net worth / Working Capital.

### C. GENERAL:

• 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,



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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.

• The bidders who are on Holiday list or in banning list of IGGL or any other departments under Ministry of Petroleum & Natural Gas due to "poor performance" or corrupt and fraudulent practice or blacklisted/banned by any Government Department/Public Sector as on the due date of submission of bid/during the process of evaluation of bids, the offers of such bidders shall not be considered for opening / evaluation / award.

Further, neither bidder nor their allied agency/ (ies) are on banning list of IGGL or the Ministry of Petroleum and Natural Gas.

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

- For the bidders whose financial year is calendar year, for such bidders the audited financial results shall be considered as calendar year in lieu of financial year.
- In case, the tenders having the bid closing date upto 30th September of the relevant financial year, and audited financial results of immediate preceding financial year is not available, the bidder has an option to submit the audited financial results of the three (03) years immediately prior to that year. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate three (03) preceding financial years.
- Bids from Consortium Bidders are not acceptable.
- Documents/Documentary Evidence required to be provided by participating bidder along with the un-priced bid to qualify/meet the requirements of BEC:

BEC	Description	Documents required for qualification
Clause		
no.		
A.	Documents Required-T	echnical Criteria
A.(i) & A.(ii)	Technical criteria	<ul> <li>(a) ISO 9001:2015 certification / latest certification or equivalent established Quality Management System Certification.</li> <li>(b) Copy of detailed work order along with Schedule of Rates and Completion certificate / Execution Certificate issued by end user/Owner.         Note:             The completion/execution certificates shall have details like work order no. /date, brief scope of work, completion date, job executed value, etc.         </li> </ul>

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		The experience of the bidder for Project Management Consultancy services as per BEC requirement must be their own and not as a member of joint venture or consortium / parent company / subsidiary partner firm / group firm / back up consultant.
B.	<b>Documents Required-Finan</b>	cial Criteria
	Annual Turn-over	Bidder(s) shall submit copy of Audited Annual Financial Statement [including Auditor's Report, Balance Sheets, Profit and Loss Accounts statements, Notes & schedules etc.] of three (3) preceding Financial Year(s) along with un-price bid.
	Net Worth	Bidder(s) shall submit copy of Audited Annual Financial Statement [including Auditor's Report, Balance Sheets, Profit and Loss Accounts statements, Notes & schedules etc.] of last Financial Year along with un-price bid.
	Working Capital	Bidder(s) shall submit copy of Audited Annual Financial Statement [including Auditor's Report, Balance Sheets, Profit and Loss Accounts statements, Notes & schedules etc.] of last Financial Year along with un-price bid.
	General	
	Company must be registered with appropriate authorities for all applicable statutory duties/taxes.	Valid documentary proof of:  -GST number -PAN/TAN number
	The bidder or its group shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Declaration in this regard by the authorized signatory of the bidder and duly notarized by concerned authority.
	Acceptability of all conditions contained in the Tender Document by the Bidder. No further deviations to any mentioned clause shall be sought for.	Declaration by an authorized signatory of the bidder.
	The bidder will not Sub- Contract the work/contract awarded.	An undertaking to this effect has to be submitted by the successful bidder.

### Note:

- (a) In absence of requisite documents, IGGL reserve the right to reject the bid without making any reference to the bidder.
- (b) Bids from Consortium / Join Venture shall not be accepted.
- (c) Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.



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### D. BID EVALUATION METHODOLOGY:

### **Technical Evaluation**

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

### PART-A

SI. No.	Quality Parameter	Max. Marks Assigned
Α.	Past experience as per BEC requirement in last 7 years reckoned from the bid due date.	
A.1	1 No. of Contract complying to the requirement.	10
A. 2	Atleast one no. of additional Contract executed meeting the above requirement.	10
B.	Key personnel on permanent payroll of the company since last five year experience & educational qualification required as per bid document, as det 9.4 of SOW	
B.1	Project Manager	5
B.2	Engineering Manager	5
B.3	Planning Manager	5
B.4	Contract / Procurement Manager	5
C.	Total strength of Bidder Organization in terms of technically qualified engemployees on permanent payroll of the company, as defined in Clasue No. St.	
C.1	Atleast 10 No. Engineers with overall 7 years experience with atleast 3 years in Hydrocarbon Pipeline Projects.	10
C.2.1	Atleast 4 No. Engineers with overall 7 years experience with atleast 3 years in Contracts & Procurement for Hydrocarbon Pipeline Projects.	
C.2.2	Minimum 4 No. Engineers/ Store Officers with overall 7 years experience with atleast 3 years in Store Management for Hydrocarbon Pipeline Projects.	
C.2.3	Minimum 2 No. Finance Officers with overall 7 years experience 4 Marks with atleast 3 years in Finance Department for Hydrocarbon Pipeline Projects.	30
C.2.4	Minimum 3 No. Engineers with overall 7 years experience with atleast 3 years in Planning & Engineering Department for Hydrocarbon Pipeline Projects.	
C.2.5	Minimum 2 No. Engineers with overall 7 years experience with atleast 3 years in Cost Estimation for Hydrocarbon Pipeline Projects,	
C.3	Minimum 8 nos. in Inspection & Expediting Department (comprising of Mechanical, Instrumentation & Electrical Engineer etc.)	16
C.4	Minimum 2 Nos in Health , Safety & Environment Department	4
	Tota	100

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### PART-B

SI. No.	Quality Parameter	Max. Marks Assigned
A.	Past experience as per BEC requirement in last 7 years reckoned from the bid due date.	
A.1	1 No. of Contract complying to the requirement.	10
A. 2	Atleast one no. of additional Contract executed meeting the above requirement	10
В.	Key personnel on permanent payroll of the company since last five year experience & educational qualification required as per bid document, as define 9.4 of SOW	
B.1	Project Manager	5
B.2	Engineering Manager	5
B.3	Planning Manager	5
B.4	Contract / Procurement Manager	5
C.	Total strength of Bidder Organization in terms of technically qualified engine employees on permanent payroll of the company, as defined in Clause No. 9.	
C.1	Atleast 4 Nos. Project Manager/Construction Manger with overall 10 years experience but atleast 8 years in Construction & Contract Management of Hydrocarbon Pipeline Projects.	16
C.2.1	Atleast 8 Nos. Site Construction Manager (Section-in-Charge) 16 Marks with overall 7 years experience with atleast 3 years in Construction Management & Supervision of Hydrocarbon Pipeline Projects.	
C.2.2	Minimum 2 Nos. Site Planning & Billing Engineers with overall 7 4 Marks years experience with atleast 3 years in Planning for Hydrocarbon Pipeline Projects.	28
C.2.3	Minimum 2 Nos Engineers/ Store Officers with overall 7 years experience with atleast 3 years in Store Management for Hydrocarbon Pipeline Projects.	
C.2.4	Minimum 2 Nos. Engineers with overall 7 years experience with 4 Marks atleast 3 years in Engineering for Hydrocarbon Pipeline Projects.	
C.3	Minimum 6 nos. Site Quality Inspectors with overall 7 years experience with atleast 3 years in Inspection & Expediting Department (comprising of Mechanical, Instrumentation & Electrical Engineer etc.)	6
C.4	Minimum 10 Nos. Site Construction Engineers with atleast 3 years in Construction Supervision of Hydrocarbon Pipeline projects (may comprises	8
	Mechanical, Instrumentation, Electrical, Civil & Architectural Engineer etc.).	
C.5	Mechanical, Instrumentation, Electrical, Civil & Architectural Engineer etc.).  Minimum 2 Nos in Health , Safety & Environment Department	2

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

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

<u>Documents required for Evaluation Methodology clause:</u>

### For Sl. no. A

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

### For Sl. no. B & C

Bidders shall submit signed copy of Biodata of Key personnel. Further, bidder shall submit an undertaking from their Head of HR Department confirming that the above personnel/ employee are on company pay roll as on bid due date along with PF challans. The bidder may be noted that the indicative Engineers in Sl. No. C shall be deployed for Construction Management and Construction Supervision at site.

#### Note:

- (i) In case a Bidder intends to quote for both the parts (Part-A and Part-B); the bidder shall be required to submit the documents separately for the respective part for evaluation purpose.
- (ii) All documents in support of Technical criteria of bid evaluation criteria (BEC) and Evaluation Methodology to be furnished by the bidders shall necessary be duly certified / attested by Chartered Engineer and notary public with legible stamp.
- (iii) In support of Financial criteria of Bid Evaluation criteria (BEC) bidder is required to submit "Details of Financial capability of bidder" in prescribed format [Format: F-10] duly signed & stamped by a chartered accountant. Further, a copy of Audited Annual Financial Statements submitted in bid shall be duly certified / attested by notary public with legible stamp.

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



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<u>AWARD METHODOLOGY:</u> The "Schedule of Rates" quoted including GST shall be taken up for evaluation of PART-A and PART-B shall be finalized on least cost basis to owner.

The "Schedule of Rates" quoted for Part-A and Part-B including GST shall be taken up for evaluation Part wise. The entire work shall be finalized on least cost basis to owner, if a bidder happens to be lowest in both of the parts and has qualified only for one part and not both parts, as the case may be, then order will be finalized on that part which is least cost to IGGL.

In case a bidder is found to be the lowest (L1) for both the parts, contract for both the parts will be awarded to that bidder, provided the bidder meets the cumulative BEC requirement of tender.

- E. Exchange rate for Conversion of Currency for evaluation of documents submitted by bidders for BEC which are in other currency than specified in BEC shall be as follows:
  - (a) <u>BEC (Technical Criteria)</u>: Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of order/contract submitted by bidder.
  - (b) **BEC** (Financial Criteria):

For Annual Turnover, the average of Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the First date and Last date of the respective Financial Year.

For Net Worth & Working Capital, the average of Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the Last date of the respective Financial Year.

(c) In case, the SBI, Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:

https://www.xe.com/currencyconverter

https://economictimes.indiatimes.com/markets/forex/currency-converter https://www.oanda.com/currency/converter

F. Relaxation of Prior Turnover & Prior Experience for Start-ups (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 amended time to time [Applicable for Indian Bidders only]:

Not Applicable

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# **SECTION-III**

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

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### [G] ANNEXURES:

- **1.** ANNEXURE-I: PROCEDURE FOR ACTION IN CASE CORRUPT /FRAUDULENT /COLLUSIVE / COERCIVE PRACTICES
- 2. ANNEXURE-II: VENDOR PERFORMANCE EVALUATION PROCEDURE
- **3.** ANNEXURE-III: ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)
- **4.** ANNEXURE-IV: BIDDING DATA SHEET (BDS)



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# INSTRUCTIONS TO BIDDERS [ITB] (TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS)

### [A] - GENERAL

### 1 SCOPE OF BID

- 1.1 The Employer as defined in the "Bidding Data Sheet [BDS]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer. Employer/Owner/IGGL occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Tender/Bidding documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

### **2 ELIGIBLE BIDDERS:**

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by IGGL or any other departments under Ministry of Petroleum & Natural Gas due to "poor performance" or "corrupt and fraudulent practices" or banned/blacklisted by any Government department/ Public Sector, on due date of submission of bid. Further, neither bidder nor their allied agency/ (ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of IGGL or the Ministry of Petroleum and Natural Gas.

If the Tender/Bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders 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.

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It shall be the sole responsibility of the bidder to inform IGGL in case the bidder is put on 'Holiday' by IGGL or any other departments under Ministry of Petroleum & Natural Gas due to "poor performance" or "corrupt and fraudulent practices" or banned/blacklisted by any Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to IGGL by the bidder.

It shall be the sole responsibility of the bidder to inform IGGL in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

- 2.4 It is the Bidder's responsibility to meet the Bid Evaluation Criteria (BEC) and to secure minimum qualifying technical score in Quality Based Selection (if applicable) and also to furnish all necessary supporting documentary evidence in support of the Tender requirement.
- 2.5 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

### 2.6 **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).

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- **(I)** 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.

- 2.7 In case of change of constitution of the bidder after submission of bid, the same shall be informed by the bidder to IGGL promptly. Failure to same shall be considered as misrepresentation by the bidder.
- 3. <u>BIDS FROM "JOINT VENTURE"/"CONSORTIUM</u>": NOT APPLICABLE (REFER BIDDING DATA SHEET (BDS)

### 4. **ONE BID PER BIDDER:**

- 4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2 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 Sl. no. 4.1 and 4.2 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.

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### 5. **COST OF BIDDING:**

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

### 6. **SITE VISIT:**

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



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### [B] - BIDDING DOCUMENTS

### 7 CONTENTS OF BIDDING DOCUMENTS

- 7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-9":
  - Section-I: Invitation for Bid [IFB]\*
  - > Section-II: Bid Evaluation Criteria [BEC] & Evaluation methodology
  - Section-III: Instructions to Bidders [ITB]
  - Section-IV: General Conditions of Contract [GCC]
  - Section-V: Special Conditions of Contract [SCC] & Scope of Work
  - Section-VI: Forms & Formats
  - Section-VII: Schedule of Rates
  - Section-VIII: Attachments

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

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

### 8. CLARIFICATION OF TENDER/BIDDING DOCUMENTS:

8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify IGGL in writing or by fax or email at IGGL's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not held. IGGL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. IGGL may respond in writing to the request for clarification. IGGL's response including an explanation of the query, but without identifying the source of the query will be uploaded on IGGL's e-tendering web site [https://etenders.gov.in] / communicated to prospective bidders by e-mail/ fax.

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8.2 Any clarification or information required by the Bidder but same not received by the Employer within time period as per clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

### 9. AMENDMENT OF TENDER/BIDDING DOCUMENTS:

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

### [C] - PREPARATION OF BIDS

### 10 LANGUAGE OF BID:

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

### 11. DOCUMENTS COMPRISING THE BID

- 11.1 In case the Bids are invited under the Manual Two Bid system:

  Not Applicable as this is an "E-Tender"
- In case the bids are invited under e-tendering system:

  Bidders are requested to refer instructions for participating in E-Tendering enclosed herewith as Annexure-III and the ready reckoner for bidders available in <a href="https://etenders.gov.in">https://etenders.gov.in</a>. Bids submitted manually shall be rejected, the bids must be submitted on the E-tendering website (<a href="https://etenders.gov.in">https://etenders.gov.in</a>) as follows: -

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### 11.2.1 PART-I: "TECHNO-COMMERCIAL / UN-PRICED BID"

Comprising all the below mentioned documents should be uploaded along with the bid on the E-tendering website (<a href="https://etenders.gov.in">https://etenders.gov.in</a>)

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) As a confirmation that the prices are quoted in requisite format complying with the requirements, copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- (d) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (e) 'Agreed Terms and Conditions', as per 'Form F-5'.
- (f) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-6'
- (g) Duly certified/attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (h) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.6 of ITB
- (i) EMD (if applicable) in original or "Declaration of Bid Security" in original as per Clause 16 of ITB.
- (j) All forms and Formats including Annexures.
- (k) List of consortium/ JV member (s), if any, and Consortium Agreement (as per format) clearly defining their involvement & responsibility in this work, wherever applicable as specified elsewhere in the IFB/RFQ/BEC.
- (l) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed/digitally signed by the Authorized Signatory holding POA.
- (m) Additional document specified in Bidding Data Sheet (BDS), SCC, SOW.
- (n) Any other information/details required as per Tender/Bidding Document

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

Bidders are required to submit the EMD (if applicable) in original by Due Date and Time of Bid Submission or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.



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#### 11.2.2 PART-II: Price Bid

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

The Prices are to be submitted strictly as per the Schedule of Rate of the Tender Document as per instructions mentioned hereunder. 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 offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- 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 bids.
- 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 bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder, without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the unpriced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- v) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

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### 12 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST & SGST/UTGST or IGST)**.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F5) and SOR.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining its applicability with respect to the contract.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 Further, Bidder shall also mention the **Service Accounting Codes** (SAC) / **Harmonized System of Nomenclature (HSN)** at the designated place in SOR.



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### 13. GST (CGST & SGST/ UTGST or IGST)

- 13.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Supplier of Goods / Services (Consultant) only. Supplier of Goods / Services (Consultant) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Consultant) with requisite details.

Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, IGGL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

- In case CBIC (Central Board of Indirect Taxes and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of IGGL that the Supplier of Goods / Services (Consultant) 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 (Consultant) shall be put under Holiday list of IGGL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.
- 13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Consultant) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case IGGL is not entitled for input tax credit of **GST** (**CGST & SGST/UTGST or IGST**), then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period shall be to Service Provider's (Consultants) account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

Beyond the contract period, in case IGGL is entitled for input tax credit of **GST** (**CGST** & **SGST/UTGST** or **IGST**), then statutory variation in applicable **GST** (**CGST** & **SGST/UTGST** or **IGST**) on supply and on incidental services, shall be to IGGL's account.



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Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.

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

- 13.5 Where IGGL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:
- 13.5.1 Owner/IGGL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Consultant) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable Owner/IGGL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 13.5.2 The input tax credit of **GST (CGST & SGST/UTGST or IGST)** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 13.6 Where IGGL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**: -
- 13.6.1 Owner/IGGL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Consultant) at actuals against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.
- 13.6.2 The bids will be evaluated based on total price including applicable **GST (CGST & SGST/UTGST or IGST)**.
- 13.7 IGGL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, it not registered yet.



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However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** while evaluation of bid (if applicable as per Govt. Act/ Law in vogue). Where IGGL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.

In case IGGL is required to pay entire/certain portion of applicable GST (CGST & SGST/UTGST or IGST) and remaining portion, if any, is to be deposited by Bidder directly as per GST (CGST & SGST/UTGST or IGST) laws, entire applicable rate/amount of GST (CGST & SGST/UTGST or IGST) to be indicated by bidder in the SOR.

Where IGGL has the obligation to discharge **GST** (**CGST & SGST/UTGST or IGST**) liability under reverse charge mechanism and IGGL has paid or is /liable to pay **GST** (**CGST & SGST/UTGST or IGST**) to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to IGGL or ITC with respect to such payments is not available to IGGL for any reason which is not attributable to IGGL, then IGGL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by IGGL to Contractor / Supplier(Consultant).

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

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

### 13.10 Anti-profiteering clause:

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.



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- 13.11 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by IGGL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then IGGL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by IGGL.
- 13.12 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.
- 13.13 Regarding Reconciliation between GSTR 2A and Input Tax Credit
  Consultant shall ensure timely submission of correct invoice(s)/e-invoice(s), as per
  GST rules/regulation, with all required supporting document(s) within a period
  specified in Contract to enable IGGL to avail input credit of GST (CGST &
  SGST/UTGST or IGST). Further, returns and details required to be filled under GST
  laws & rules should be timely filed by Consultant with requisite details.
  If input tax credit is not available to IGGL for any reason not attributable to IGGL,
  then IGGL shall not be obligated or liable to pay or reimburse GST (CGST &
  SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff
  / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit
  amount together with penalties and interest, if any, against any amounts paid or
  becomes payable by IGGL in future to the Consultant under this contract or under
  any other contract.
- 13.14 GST as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quote the GST rates). In case a bidder enters "zero/blank" GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the quoted GST rates. No request for change in GST will be entertained after submission of bids.

In case where a successful bidder quotes a wrong GST rates, for releasing the order, the following methodology will be followed:

- ➤ In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
- ➤ In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Based on the total cash outflow calculated as above, IGGL shall place orders.

13.15 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the vendors, as per the provisions of the GST law / Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen

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on GST common portal (www.gst.gov.in). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

13.16 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.

### 14. **BID CURRENCIES**:

Bidders must submit bid in Indian Rupees only.

### 15. BID VALIDITY:

- 15.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by IGGL as 'non-responsive'.
- In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his EMD (if applicable). A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD (if applicable) for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

### 16. **EARNEST MONEY DEPOSIT:**

16.1 There shall be no provision for submission of Earnest Money Deposit/Bid Security for this tender.

Bidder is required to submit Declaration for Bid Security in bid as per Form 'F-15' in Section VI of this tender.

### 17. PRE-BID MEETING (IF APPLICABLE): Refer Invitation for Bid (IFB)

17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at the address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting. If situation demands, pre-bid meeting will be held online. Bidders interested in attending the pre-bid meeting online, shall contact IGGL at the following e-mail ID's requesting IGGL for providing the link for online pre-bid meeting:

indranil.neog@iggl.co.in; udayan.das@iggl.co.in; santanu.bhattacharyya@iggl.co.in

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- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on the e-tendering website (<a href="https://etenders.gov.in">https://etenders.gov.in</a>) against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

### 18. FORMAT AND SIGNING OF BID

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

### 19. ZERO DEVIATION AND REJECTION CRITERIA:

19.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. IGGL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note IGGL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. IGGL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. IGGL reserves the right to raise technical and/or commercial query(s), if required, on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid

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includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame, then its bid shall be evaluated based on the documents available in the bid.

- 19.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:
  - (a) Firm Price
  - (b) Earnest Money Deposit / Bid Security (if applicable) / Bid Security Declaration
  - (c) Specifications & Scope of Work
  - (d) Schedule of Rates / Price Schedule / Price Basis
  - (e) Duration / Period of Contract/ Completion schedule
  - (f) Period of Validity of Bid
  - (g) Price Reduction Schedule (if applicable)
  - (h) Contract Performance Security
  - (i) Guarantee / Defect Liability Period (if applicable)
  - (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
  - (k) Force Majeure & Applicable Laws
  - (I) Bidder not meeting Bid Evaluation Criteria.
  - (m) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

### 20. E-PAYMENT

IGGL is in the process of initiating payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through 'e-banking'. The successful bidder should give the details of his bank account as per the bank mandate form.



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### [D] – SUBMISSION OF BIDS

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

- 21.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.
- 21.2 VOID
- 21.3 All the bids shall be addressed to the owner at address specified in IFB.
- 21.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

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

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

### 23. LATE BIDS:

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 In case of e-tendering, e-tendering system of IGGL shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.
  - In case of e-tendering, where the bid bond/physical documents have been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/physical documents shall be returned immediately.
- 23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.



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#### 24. MODIFICATION AND WITHDRAWAL OF BIDS

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

### 24.1.1 IN CASE OF E- TENDERING

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

### 24.1.2 IN CASE OF MANUAL BIDDING:

Not Applicable as this is an "E-Tender"

### [E] - BID OPENING AND EVALUATION

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

IGGL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for IGGL's action. However, Bidder if so, desire may seek the reason (in writing) for rejection of their Bid to which IGGL shall respond quickly.

### 26. BID OPENING

### 26.1 **Unpriced Bid Opening:**

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

### 26.2 **Priced Bid Opening**.

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

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- 26.2.2 The priced bids of those Bidders who were not found to be techno-commercially responsive shall not be opened in both manual tendering and e-tendering. In case of Manual Tender, the envelope containing Price Bid shall be returned unopened after opening of the price bids of techno-commercially responsive Bidders.
- 26.3 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

### 26.4 Discussions & Availability of Professional Staff/Experts

The successful bidder shall be invited for discussions if considered necessary by IGGL. Discussions will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. IGGL and Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics and reporting. These documents will then be incorporated in the Contract as "Description of Services". Having selected the Consultant on the basis of tender requirement, an evaluation of proposed Professional staff, IGGL expects to discuss a Contract on the basis of the Professional staff named in the Proposal. Before Contract discussions, IGGL will require assurances that the Professional staff will be actually available. IGGL will not consider substitutions during contract discussions unless both parties agree that undue delay in the selection process makes such substitution unavoidable or such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

During execution of the assignment, if for unavoidable reasons, the Consultant proposes for substitution of key personnel, the same may be allowed by IGGL, without any prejudice to the completion period. However, in such a situation also, the key staff proposed for substitution shall have qualifications and experience equal to or better than the key staff earlier working for the assignment.

#### 26.5 Conclusion of the discussion

Discussion will conclude with a review of the draft Contract. To complete discussions IGGL and the Consultant will initial the agreed Contract.

After completing discussions, IGGL shall award the Contract to the selected Consultant.

If the discussions with the selected successful bidder fail, the employer/owner/IGGL shall cancel the bidding process and re-invite the bids.

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#### 27. CONFIDENTIALITY:

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

### 28. CONTACTING THE EMPLOYER:

- 28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.
- Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

### 29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

- 29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid: -
  - (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
  - (b) Has been properly signed;
  - (c) Is accompanied by the required 'Earnest Money / Bid Security' (if applicable) / Bid Security Declaration;
  - (d) Is substantially responsive to the requirements of the Bidding Documents; and
  - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:
  - a) "Deviation" is departure from the requirement specified in the tender documents.
  - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
  - c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 29.3 A material deviation, reservation or omission is one that,

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- a) If accepted would,
  - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
  - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

### 30. **CORRECTION OF ERRORS:**

- 30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
  - (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate) shall be taken as correct.
  - (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.
  - (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes
- 30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security (if applicable) shall be forfeited / actions shall be invoked as per Declaration of Bid Security.



#### 31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS:

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

### 32. EVALUATION AND COMPARISON OF BIDS

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

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

- **33.** COMPENSATION FOR EXTENDED STAY (For applicability of this clause refer BDS in Annexure-IV of the tender): -
- 33.1 In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5<sup>th</sup> of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.
- 33.2 The bidder is required to specify the rate for ESC on per month basis in the "PRICE PART" of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done of a period of 1/5<sup>th</sup> of the time schedule or 1 month whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

### 34. PURCHASE PREFERENCE:

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



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### [F] – AWARD OF CONTRACT

### 35. **AWARD**:

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

"IGGL intends to place the order/contract directly on the address from where Goods are produced/dispatched or Services are rendered. In case, bidder wants order/ contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed".

### 36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE:

- 36.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by IGGL either by Fax / E mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on IGGL and successful Bidder (i.e., Contractor/Service Provider/Consultant). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. IGGL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.
- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".
- 36.3 Order/Contract value is subject to Price Reduction Schedule, if any.

### 37. SIGNING OF AGREEMENT

37.1 IGGL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to IGGL.

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37.2 The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Contractor/Consultant failure on the part of the successful Bidder/Contractor/Consultant to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit (if applicable) / action as per Bid Security Declaration.

# **38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT** (For applicability of this clause refer BDS in Annexure-IV of the tender):

- 38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from IGGL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases where in the individual order/contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).
- 38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)** to be reimbursed by the Owner.

SD / CPBG @ 03% of Total Order / Contract value in case contract period is less than one year or 03% of Annualized Order / Contract value in case contract period is more than one year.

Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the DLP specified in Bid Data Sheet.

38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD (if applicable) [Refer Clause 16 of ITB].

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- 38.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.
- 38.5 Further, the bidder can submit CPBG on line through issuing bank to IGGL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number **F.No.7/112/2011-BOA dated 17**<sup>th</sup> **July 2012**. In such cases confirmation will not be sought from issuing banker by IGGL.

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

39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.

# 39.2 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES:

Not with standing anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in INDRADHANUSH GAS GRID LIMITED (IGGL)'s "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by IGGL, to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by IGGL, such decision of IGGL shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

### 40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

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

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- i) Exemption to MSEs from payment of EMD/Bid Security.
- ii) 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 up to 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%, 4% shall be reserved for MSEs owned by SC/ST entrepreneurs.

Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women.

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

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

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

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

- a) In case of proprietary MSE, Proprietor(s) shall be Women.
- b) In case of partnership MSE, the Women partners shall be holding at least 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- 40.3 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
  - a) Ministry of MSME vide Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the Enterprises as Micro, Small and Medium Enterprises, and specified form and procedure for filing the Memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of Policy, refer website of Ministry of MSME, i.e. https://msme.gov.in/). Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam

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Registration Certificate for availing benefits under Public Procurement Policy for MSEs-2012.

- b) An enterprise registered prior to 30.06.2020 and who is not registered with Udyam Registration certificate shall continue to be valid for a period upto 31.12.2021. Such enterprise shall submit EM Part-II or Udyog Aadhar Memorandum (UAM) for availing benefits of PPP-2012.
- c) If the MSE is owned by SC/ST Entrepreneurs/ Women Entrepreneur, the bidder shall furnish appropriate documentary evidence in this regard.

The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

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

- 40.4 If against an order placed by IGGL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.
- 40.5 The benefit of policy are not extended to the traders/dealers/Distributors/ Stockiest/Wholesalers.
- 40.6 NSIC has initiated a scheme of Consortia and Tender Marketing Scheme" under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation. Further, in such cases a declaration is to be submitted by MSE/consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

40.7 VOID



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### 41 AHR ITEMS (For applicability of this clause refer BDS in Annexure-IV of the tender)

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

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

### 42 VENDOR PERFORMANCE EVALUATION:

Shall be as stipulated Annexure II to ITB herewith

### 43 INCOME TAX & CORPORATE TAX

- 43.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 43.2 Corporate Tax liability, if any, shall be to the contractor's account.
- 43.3 TDS, wherever applicable, shall be deducted as per applicable act/law/rule. Higher rate of TDS for non-filers of ITR

As per Section 206AB of Income Tax Act, 1961, in case of any vendor/customer who does not filed their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

- (I) Twice the rate mentioned in relevant TDS section.
- (II) Twice the rate or rates in force
- (III) 5%



### 43.4 MENTIONING OF PAN NO. IN INVOICE/BILL:

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

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

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

# 44. <u>SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER</u>

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India incharge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

#### 45. 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.

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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. 2.5 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, the remaining clauses from 2.2 to 2.6 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".
- 2.2 The cost of arbitration proceedings shall be shared equally by the parties.
- 2.3 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be Guwahati, Assam, India only.
- 2.4 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**.
- 2.5 List of Excepted matters:
- a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.

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- 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.
- 2.6 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**.
- **3.0 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.

### 46. INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)

Not Applicable for this tender.

### 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. <u>CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY:</u>

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

# **49. QUARTERLY CLOSURE OF THE CONTRACT** (For applicability of this clause refer BDS in Annexure-IV of the tender): -

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

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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."

### 50. APPLICABILITY OF TENDERED ITEMS BEING SPLITABLE / NON-SPLITABLE

Refer BDS in ANNEXURE-IV of the tender.

# **51. RELAXATION FOR START-UPS** (For applicability of this clause refer BDS in Annexure-IV of the tender)

Prior turnover and prior experience for all Start-ups [whether Micro & Small Enterprises (MSEs) or otherwise] shall not be required for procurement of goods/works/services (including consultancy services) subject to their meeting the quality and technical specifications specified in tender document.

Further, the Startups are also exempted from submission of EMDs

The relaxation of prior experience and prior turnover to Start-ups [whether Micro & Small Enterprises (MSEs) or otherwise] is to be given to the specific goods/ job domains wherein they are registered for and start-ups are required to submit the documents for the same including the application submitted to DIPP.

New start-up "Certificate of Recognition" is stipulating the domain of start-up. The domain of start-up is to be considered based on "Certificate of Recognition" issued by Department of Promotion of Industry and Internal Trade (DPIIT). Start-ups having the "Certificate of Recognition" as per old format, are required to submit documents as mentioned herein above.

Further, above document should be 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 a Start-up [whether Micro & Small Enterprises (MSEs) or other-wise] gets qualified without turnover and experience criteria specified in tender and emerges lowest bidder, the order/LoA on such Start-up shall be placed for entire tendered quantity.

However, in case of procurement of goods before supplying the total quantity, the start-up enterprise shall first demonstrate its performance by supplying 10% of total ordered quantity (rounded off to the next higher digit in terms of Unit of Measurement (UoM), wherever required) and only after successful execution of this quantity the balance 90% quantity will be cleared for supply. In case, the demonstration of performance fails, the entire order will be cancelled without any financial implication on either side.



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In case of procurement of works/services (including consultancy services), if a Start-up emerge lowest bidder, the LoA on such Start-up shall be placed for entire tendered quantity. However, EIC's of that contract should draw monthly milestones/ check points during the Kick of Meeting and they should review the performance more carefully and take action as per provision of contract in case of failure/ poor performance.

# 52. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

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

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

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/ contractor/ service provider. 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/Contractor under this contract or under any other contract.

# 53. <u>UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED</u> ACCOUNTANTS

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

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

### 54. CONFLICT OF INTEREST

54.1 The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting or other activities that conflict with the interest of the Employer under the contract.



- 54.2 IGGL policy requires that consultants provide professional, objective, and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of IGGL. Without limitation on the generality of the foregoing, consultants shall not be hired under the circumstances set forth below:
  - a. Conflict between consulting activities and procurement of goods, works or services (other than consulting services covered by these Guidelines): A firm that has been engaged by IGGL to provide goods, works, or services (other than consulting services covered by these Guidelines) for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services for the Project. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services (other than consulting services covered by these Guidelines) resulting from or directly related to the firm's consulting services for such preparation or implementation.
  - b. Conflict among consulting assignments: Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a client in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.
  - c. Relationship with Employer's staff: Consultants (including their personnel and sub consultants) that have a business or family relationship with a member of the Employer's staff (or of the project implementing agency's staff) who are directly or indirectly involved in any part of: (i) the preparation of the TOR of the contract (ii) the selection process for such contract or (iii) supervision of such contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the contract.
  - d. A Consultant, who prepares Detailed Feasibility Report (DFR) of a Project is not debarred from participating as Project Management Consultant (PMC) for the same Project as both are services in nature.

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- If a Consultant is engaged for preparation of TOR of an assignment, such Consultant shall not be allowed to participate in bidding process of the assignment in question.
- e. A Consultant, who has been appointed by IGGL to assist in a bidding process where IGGL is a bidder, should not be a Consultant to any other prospective bidder(s) for the same assignment. Similarly, a Consultant appointed by any competitor of IGGL in a bidding process shall not be qualified in IGGL's tender for the same assignment.
- 54.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 54.4 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.
- 54.5 Unfair Advantage: Fairness and transparency in the selection process require that consultants or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Employer shall make available to all the short-listed consultants together with the request for proposals all information that would in that respect give a Consultant a competitive advantage.

### 55. PROFESSIONAL LIABILITY

The consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession.

Consultant must have a certain degree of accountability, on its part, for any advice and/or for any service rendered to IGGL, keeping in view norms of ethical business, professionalism and the fact that such advice/service is being rendered for a consideration, as per the terms of the contract/tender.

In case of failure by Consultant to above, IGGL can initiate action like seeking explanation, issuing warning and any other action as deemed fit as per provisions of contract.



Annexure-I

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

#### A. Definitions:

- A.1 "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
  - "Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 "Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency"
- A.6 "Appellate Authority" shall mean duly appointed Committee by IGGL.
- A.7 "Competent Authority" shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies).
- A.8 "Allied Agency" shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
  - (a) Whether the management is common;
  - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
  - (c) Substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- A.9 "Investigating Agency" shall mean any department or unit of IGGL investigating into the conduct of Agency/ party and shall include any other agency set up by the Central or state government having power to investigate.



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

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

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (if applicable) shall be forfeited. Further, such agency shall be banned for future business with IGGL for a period specified in para-B 2.2 below from the date of issue of banning order.

### **B.2** Irregularities noticed after award of contract:

### (i) During execution of contract:

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

The concerned order (s)/ contract(s) where corrupt/fraudulent/collusive practices is observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Employer whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning.

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

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

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

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

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



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

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

### **B.2.2** Period of Banning:

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

S. No.	Description	Period of banning from the date of issuance of Banning order
	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process.  For example, if an agency confirms not	
1	being in holiday/ banning list of PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	02 years
2	Corrupt/Fraudulent (except mentioned at Sl. No. 1 above) /Collusive/Coercive Practices	03 years
2.1	If an agency again commits Corrupt/Fraudulent (except mentioned at Sl. No. 1 above) /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:	



	(i) Repeated once	7 years (in addition to the period already served)
	(ii) Repeated twice or more	15 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by IGGL	7 years
4	If act of vendor/ contractor is a threat to the National Security	15 years

### C. <u>Effect of banning on other ongoing contracts/ tenders:</u>

- 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. <u>Procedure for Suspension of Bidder:</u>

### **D.1** Initiation of Suspension:

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

- (i) Concerned IGGL Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Concerned IGGL Department based on the input from Investigating agency, forward for specific immediate action against the agency.
- (iii) Non-performance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order.

### **D.2** Suspension Procedure:

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

### D.3 <u>Effect of Suspension of business:</u>

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

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- 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 (if applicable) made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of IGGL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

### F. Appeal against the Decision of the Competent Authority:

- F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. Such an appeal shall be preferred within one month from the receipt of banning order.
- F.2 Appellate Authority of IGGL would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority of IGGL.
- **G.** Wherever there is contradiction with respect to terms of GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.



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Annexure-II

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

### 1.0 **OBJECTIVE**:

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

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

### 2.0 METHODOLOGY:

### i) <u>Preparation of Performance Rating Data Sheet:</u>

Performance rating data Sheet each 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 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 separately mentioned.

### ii) Measurement of Performance:

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

### iii) <u>Initiation of Measures:</u>

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



### iv) Implementation of Corrective Measures:

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

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

### 3.0 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 valuated items

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

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

### **4.1** FOR PROJECTS:

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action need to be initiated **by Engineer-in-charge/Project-in-charge:**



Sl. No.	Performance	Action
	Rating	
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:

- (1) Poor performance on account of Quality (if marks obtained against Quality parameter is less than 20)
  - (a) First Instance: Holiday (Red Card) for Two Years
  - (b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) / contract (s) on such Vendor/Supplier/Contractor/Consultant: Holiday (Red Card) for Three Years
- (2) Poor performance on account of other than Quality (if marks obtained against Quality parameter is more than 20)
  - (a) First Such Instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/Consultant shall be put on watch list for a period of Three Years.
  - (b) Second such instance in other ongoing order (s)/contract (s) or new order (s)/ contract (s) on such Vendor/Supplier/Contractor/Consultant: Putting on Holiday (Red Card) for a period of One Year



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

### C) Where Performance rating is "FAIR":

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



### 4.2 **FOR CONSULTANCY JOBS:**

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 4.1 for Projects.

### 4.3 **FOR OPERATION & MAINTENANCE:**

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

SI.	Performance	Action
No.	Rating	
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:

- (1) Poor performance on account of Quality (if marks obtained against Quality parameter is less than 20)
  - (a) First Instance: Holiday (Red Card) for Two Years
  - (b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) / contract (s) on such Vendor/Supplier/Contractor/Consultant: Holiday (Red Card) for Three Years
- (2) Poor performance on account of other than Quality (if marks obtained against Quality parameter is more than 20)
  - (a) First Such Instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/Consultant shall be put on watch list for a period of Three (03) Years.
  - (b) Second such instance in other ongoing order (s)/contract (s) or new order (s)/ contract (s) on such Vendor/Supplier/Contractor/Consultant: Putting on Holiday (Red Card) for a period of One Year
  - (c) Subsequent instances (more than two) in other ongoing order (s)/contract (s) or new order (s) / contract (s) on such Vendor/Supplier/Contractor/Consultant: Holiday (Red Card) for a period of Three Years.
- 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 (03) 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 terminate/offloaded. Moreover, it will be ensured that all other action

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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. 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.

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

### C) Where Performance rating is "FAIR":

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

### 5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY:

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

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



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### 6.0 **EFFECT OF HOLIDAY:**

- 6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.
- 6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.
- 6.3. <u>Effect on other ongoing tendering:</u>
- 6.3.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 6.3.2 After opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 6.3.3 After opening of price, BG/EMD (if applicable) made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- 7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.
  Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.
- **8.0** If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to IGGL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

### 9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

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- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) "Appellate Authority" shall mean Committee formed by IGGL.

### 10. ERRANT BIDDER:

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, IGGL shall forfeit EMD (if applicable) 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 Watch List (Yellow Card) for a period of three years after following the due procedure However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/contract (s) or new contract / order (s).

In case of subsequent instances of default in other tender (s) during aforesaid watch list period, the action shall be initiated as per provision of SI No. 2 of para-A of Clause No. 4.1 (v) and 4.3 (v).

The Yellow card will be automatically revoked after specified period unless the same is converted into Red Card.

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

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**Annexure-1** 

# 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	Delivery/ Completion	Quality	Reliability	Total
Parameter	Performance	Performance	Performance#	
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 subvendor/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:

SI.	Range (Marks)	Rating
No.		
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 Delay upto 4 weeks " 8 weeks " 10 weeks " 12 weeks " 16 weeks More than 16 weeks	40 35 30 25 20 15
b) Above 3 months	Before CDD Delay upto 4 weeks " 8 weeks " 10 weeks " 16 weeks " 20 weeks " 24 weeks More than 24 weeks	40 35 30 25 20 15 10

### 1.2 QUALITY PERFORMANCE

### 40 Marks

For Normal Cases: No D	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
<b>ii)</b> When quality failure endanger system integration and safety of the system	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii) Number of deviations	<ol> <li>No deviation</li> <li>No. of deviations &lt; 2</li> <li>No. of deviations &gt; 2</li> </ol>	5 marks 2 marks 0 marks



### 1.3 RELIABILITY PERFORMANCE

### 20 Marks

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

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Annexure-2

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

i) Location

ii) Order/ Contract No. & date :

iii) Brief description of Items

Works/Assignment

iv) Order/Contract value (Rs.)

v) Name of Vendor/Supplier/

Contractor/ Consultant

vi) Contracted delivery/

**Completion Schedule** 

vii) Actual delivery/

Completion date

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

Remarks (if any)

## PERFORMANCE RATING (\*\*)

#### Note:

- (#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the subvendor/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:

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

Signature of Authorised Signatory:

Name:

Designation:



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

## 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
<b>ii)</b> When quality failure endanger system integration and safety of the system	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii) Number of deviations	<ol> <li>No deviation</li> <li>No. of deviations &lt; 2</li> <li>No. of deviations &gt; 2</li> </ol>	5 marks 2 marks 0 marks



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## 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
В.	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

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**Annexure-III** 

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

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

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

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## **ANNEXURE-IV**

## **BIDDING DATA SHEET (BDS)**

**ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:** 



A. GENERAL			
ITB clause	Description		
1.1	The Employer/Owner is: IGGL		
	The Invitation for Bids/ Tender no is: IGGL/GHY/C&P/PROJ/PMC-III/10-21		
	The name of the Works/Services/Goods to be performed/supplied is: HIRING OF PROJECT MANAGEMENT CONSULTANT (PMC) SERVICES FOR PHASE-III OF NORTH EAST GAS GRID PROJECT OF INDRADHANUSH GAS GRID LIMITED		
3	BIDS FROM CONSORTIUM/ JOINT VENTURE  APPLICABLE  NOT APPLICABLE		
	B. BIDDING DOCUMENT		
ITB clause	Description		
8.1	For <u>clarification purposes</u> only, the communication address is:  Attention: <u>Indranil Neog, Deputy General Manager (C &amp;P),I/C</u> Street Address: Indradhanush Gas Grid Limited (IGGL)  5th Floor, Central Mall, G S Road, Christian Basti Guwahati- 781005  Country: INDIA  Email: <u>indranil.neog@iggl.co.in</u>		
	2)Name: Mr. Udayan Das, Designation: Chief Manager (C&P) Street Address: Indradhanush Gas Grid Limited (IGGL) 5th Floor, Central Mall, G S Road, Christian Basti Guwahati- 781005 Country: INDIA E-mail: udayan.das@iggl.co.in		



C. PREPARATION OF BIDS			
ITB clause	Description		
12 & 13	Whether IGGL will be able to avail input tax credit in the instant tender		
	YES NO V		
14	The currency of the Bid shall be INR		
15	The bid validity period shall be <b>03 (Three) Months</b> from final 'Bid Due Date'		
	In case 'Earnest Money / Bid Security' (if applicable) is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be		
16.1	favor of Indradhanush Gas Grid Limited payable at GUWAHATI.		
D. SUBMISSION AND OPENING OF BIDS			
ITB clause	Description		
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.		
22	The E-Tender No. of this bidding process is: IGGL-100026		
22.3 and 4.0 of IFB	For <u>bid submission purposes</u> (only in case of Manual tendering) or the submission of physical document as per clause no. 4.0 of IFB, the Owner's address is:		
	Attention: Indranil Neog, Deputy General Manager (C &P) Street Address: Indradhanush Gas Grid Limited (IGGL) 5th Floor, Central Mall, G S Road, Christian Basti Guwahati- 781005 Country: INDIA		
26	The bid opening shall take place at: Street Address: Indradhanush Gas Grid Limited (IGGL) 5th Floor, Central Mall, G S Road, Christian Basti Guwahati- 781005 Country: INDIA		

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	E. EVALUATION, AND COMPARISON OF BIDS	
ITB clause	Description	
32	Evaluation Methodology is mentioned in Section-II.	
33	Compensation for Extended Stay:	
	APPLICABLE	
	NOT APPLICABLE   √	
	F. AWARD OF CONTRACT	
ITB clause	Description	
37	State of which stamp paper is required for Contract Agreement: ASSAM	
38	Contract Performance Security/ Security Deposit	
	APPLICABLE   NOT APPLICABLE   √	
50	Whether tendered item is non-splitable or not-divisible:  YES  NO	
	Items in individual parts are not divisible	
41	Provision of AHR Item:	
	APPLICABLE  NOT APPLICABLE	

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49	Quarterly Closure of Contract		
	APPLICABLE		
	NOT APPLICABLE   √		
	Bonus for Early Completion:		
	APPLICABLE		
	NOT APPLICABLE		
51	Applicability of provisions relating to Start-ups:		
	APPLICABLE		
	NOT APPLICABLE   √		

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## **SECTION-IV**

# **GENERAL CONDITIONS OF CONTRACT (GCC)**

Please refer to attachment (GCC\_CONSULTANCY) in CPP E-tender portal

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# **SECTION-V**

# **SCOPE OF WORK**

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# **SPECIAL CONDITIONS OF CONTRACT**



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## **SECTION-VA (SCOPE OF WORK)**

Scope	of Project	Part-1
Scope	of Work	Part-2
1.0	Introduction	
2.0	General Scope	
3.0	Engineering	
	3.1 Process Design	
	3.2 Pipeline / Piping	
	3.3 Compressor Package (Not applicable in this tender)	
	3.4 Electrical	
	3.5 Mechanical	
	3.6 Telecom	
	3.7 Instrumentation	
	3.8 General Civil	
	3.9 Architectural	
	3.10 Structural	
	3.11 Survey	
	3.12 SCADA / APPS	
	3.13 Safety	
4.0	Procurement Services	
	4.1 Purchase	
	4.2 Manufacturing, Inspection & Expediting	
	4.3 Customs clearance and transportation	
	4.4 Contracting	
	4.5 Cost Engineering	
	4.6 Stores and Materials Management	
5.0	Construction	
	5.1 Construction Management	
	5.2 As-Built Documents	
6.0	Project Management & Control	
	6.1 Planning & Scheduling	
	6.2 Project Management	
	6.3 Project Monitoring and control	
7.0	Commissioning, Startup and Performance Tests	
8.0	Project Documents / Completion / Close-out Report	
9.0	Consultant Manpower	
10.0	Project Execution Methodology	
	10.1Methodology	
	10.2Procurement / work packaging	
	10.3Execution Plan	
	10.4Quality Assurance	
	10.5 Design standards	
11.0	Exclusions from Consultant's scope	
12.0	Addition, Reduction in scope and Re-tendering	
13.0	Other Conditions (as per applicable)	
14.0	Key Result Areas and recoveries	
Health	, Safety & Environment Policy	Part-3
PMC D	Peliverables Peliverables	Part-4
Time Schedule		Part-5
Annexure Part-6		Part-6
Annexure-1 : Cost Estimate Forms		
	ure-2 : Format for Capitalization	
Annex	ure-3: Format of Bio-Data	

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## **PART: 1 (SCOPE OF PROJECT)**

## 1.1 <u>Introduction and Brief project details:</u>

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

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

a) Guwahati-Numaligarh-Dimapur : 514 km b) Branch Pipeline to Itanagar : 27 km

c) Guwahati-Shillong-Silchar-Agartala : 426 km

d) Branch Pipeline to Aizawl ex-Panisagar : 127 km
 e) Dimapur-Kohima-Imphal : 180 km
 f) Siliguri-Gangtok : 124 km

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Total mainline length : 1398 km

Total length of Spur lines : 28 km

Total length of Source lines : 230 km
Total Pipeline Length : 1656 km

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

1.2.1.1 Design Capacity: 4.75 mmscmd

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

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

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

1.2.1.5 Minimum Pressure at Receipt terminals in grid: 25 kg/cm2

## 1.3 PROJECT DESCRIPTION

- 1.3.1 This section deals with various features of the project viz. pipeline sizing, pipeline route, system configuration, facilities required, cathodic protection, telecommunication & tele-supervisory system etc.
- 1.3.2 Summary of various stations envisaged (but not limited to) in the proposed North East Gas Grid are as under:

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

The Pipeline section under NEGG (Phase-III) are to be design and executed under PMC are:

- a. Dimapur- Kohima Imphal section
- b. Siliguri Gangtok section

The pipeline route passes through hilly terrain, small portion in plain agricultural terrain, along & across various NH/ Road/ Railway, Water bodies and rivers.

## 1.4 BASIC DESIGN

- 1.4.1 The Basic Laws, Codes, Rules and Standards that are mandatory by law in India shall be applied. Pipelines and associated facilities envisaged shall be designed and engineered primarily in accordance with the provisions of PNGRB (Technical Standards & Specifications including Safety Standards for Natural Gas Pipelines) Regulations, 2009 (T4S) and its Amendments till date.
- 1.4.2 Design parameters of main pipeline shall be as per the DFR and / or as per further instruction / communication from IGGL. Provision may have to be made available for laying an Optical Fibre Cable along the Pipeline route at a safe distance from Pipeline in the common trench.



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## PART: 2 (CONSULTANT'S SCOPE OF WORK)

## 1.0 INTRODUCTION

The Project Management Consultant (PMC) is being awarded for executing the project right from Design to Commissioning & project close out on total and single point responsibility basis. This section is to be read in conjunction with Part-1 (Scope of Project). The Project Manager (PM) from PMC will be the "Engineer-in-charge (EIC)" for the respective PART of the said Project. The scope of work of the PMC is broadly defined under the following heads but not limited to:

#### For PART-A:

- i) Review of Detailed Final Report of the project.
- ii) Design & Detail Engineering.
- iii) HAZOP Study.
- iv) Planning & Scheduling
- v) Project Cost Control, Management & Monitoring.
- vi) Tendering & Ordering of Purchase of all equipment and materials, Customs Clearance and Transportation of materials / equipments to site, including Survey and Pipeline Laying Work Contracts etc. The consultant has to follow IGGL's C&P Procedure for all purchases. It may be noted that e-procurement practices required to be followed by the PMC as and when the same is implemented by IGGL.
- vii) Assisting for obtaining of various Statutory Permissions.
- viii)Inspection / Expediting of equipment / Materials being manufactured by vendors including contractors supplied items including expediting for delivery of materials at site.
- ix) Management of Line pipes Dump yard and arrangement of Construction Stores, Stores Accounting in IGGL's system and assistance for capitalization of the project.
- x) Contractual Management of various packages.
- xi) Risk Management Plan, Risk analysis (Qualitative as well as Quantitative), Environmental Management Plan & Disaster Management Plan (DMP) of the project are to be prepared by the consultant.
- xii) Project closeout of various Procurement packages
- xiii) Certification and forwarding the supplier's bills to IGGL within the stipulated time.

#### For PART-B:

- i) Contractual and Construction Management.
- ii) Planning & Scheduling of construction activities.
- iii) Project Cost Control, Management & Monitoring.
- iv) Site Acceptance Test & Certification of materials

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- v) Approval of construction drawing and procedures.
- vi) HAZOP Closure report.
- vii) Project Commissioning.
- viii) Health & Safety Management
- ix) Project closeout of Work Contracts.
- x) Certification and forwarding the contractor's bills to IGGL within the stipulated time

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

# 2.0 GENERAL SCOPE (following are the broad scope, but not limited to these) For PART-A:

- i. Basic Engineering Design, P&ID along with documentation and Tender document of Line pipe, Main line Valves & other materials required for the project and Composite works for laying of Pipeline & associated facilities including relevant documentation etc.
- ii. Review the existing DFR inputs including technical & commercial aspects like technology, line sizing, pipeline configuration, costs etc.
- iii. Revalidation / review of the DFR cost at various stages of project execution.
- iv. HAZOP Study, RRA & EMP along with Final P&ID.
- v. Basic Engineering & Hydraulic STUDY (Review / Revalidate /fresh).
- vi. Preparation of drawings, Material Requisitions and Project Document Index.
- vii. Carryout all necessary calculations and conduct all appropriate design procedure and analysis, as required, to optimize the sizing and selection of the equipment and specification of materials.
- viii. Identify all the interface points / battery limits and incorporate them on relevant drawings and documents.
- ix. The consultant shall provide necessary technical assistance for obtaining various statutory permissions from statutory authorities like MOEF (Ministry of Environment & Forest), SPCB (State Pollution Control Board), Forest authorities, Railways, Irrigation, NHIDCL, National / State highways, CCOE (Chief Controller of Explosives), Director of Factories, TRAI etc. as required for the project.
- x. Prepare overall design basis.
- xi. Preparation of Material Take-offs (MTO), Material Requisition (MR),
- xii. Preparation of item wise cost estimate for each Material Requisition and tenders.

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- xiii. Checklist while forwarding recommendations to be followed.
- xiv. Preparation of tender documents, invite bids, evaluation of un-priced and price bids, recommendation for award of job as per IGGL's C&P procedure, assistance during negotiations if situation arises.
- xv. Preparation of letter of intent, work orders / purchase orders, contract documents / agreements, purchase requisition (PR).
- xvi. Contractual Management.
- xvii. Store Management of Line pipe Dump yard Store and Construction materials (Free-Issue Materials)
- xviii. Review and approval of design / drawings / documents submitted by vendors / contractors / suppliers.
- xix. Quality Assurance and Quality control.
- xx. Necessary assistance in lodging of Insurance claims and realization of the same: It shall be the PMC's responsibility to carry all the technical assistance for lodging of insurance claims and realization of these claims from the insurance agencies. However, taking of insurance policies and payment of its premium would be in scope of either Vendor or Contractor or IGGL.
- xxi. Timely delivery of procuring materials and certification of Supplier/vendor's bill.
- xxii. Close-out of Purchase Orders.
- xxiii. <u>Performance of Vendors/ Contractors</u>
  - (a) Carry out the vendor performance evaluation of vendors/suppliers.
  - (b) Along the order/contract closing statements, the consultant shall provide performance evaluation report of all the vendors/ contractors. The format for the same shall be provided to the PMC.

#### For PART-B:

- i. Review and approval of construction drawings / procedures/ documents submitted by contractors.
- ii. Review and approval of 'As Built Documents / Drawings'.
- iii. Contractual Management and Construction Management
- iv. Construction supervision including certification of contractor's bills.
- v. During construction, maintaining with due justifications all records of RoU obstruction / hindrances and intimation thereof from time to time.
- vi. HAZOP Closure Report.
- vii. Close-out of Work Orders.
- viii. Performance of Vendors/ Contractors
  - (a) Carry out the vendor performance evaluation of vendors/contractors
  - (b) Along the order/contract closing statements, the consultant shall provide performance evaluation report of all the vendors/ contractors. The format for the same shall be provided to the PMC.

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## 3.0 ENGINEERING (applicable for PART-A)

## 3.1 PROCESS DESIGN

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

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

## 3.2 <u>Pipeline / Piping (Specification for all pipeline laying/ civil / mechanical and related works)</u>

- i. Preparation of Design basis
- ii. Completion of alignment sheets and other construction drawings including those for crossings along the pipeline route.
- iii. Prepare specifications for line pipe, line materials, terminal materials.
- iv. Prepare tender specifications for line pipe coating and transportation, terminals & pipeline laying, HDD crossings.
- v. Prepare equipment layouts.
- vi. Prepare General Arrangement Drawings.
- vii. Seismic analysis (through NIT / IIT, cost for which to be reimbursed by IGGL) (Not applicable in this tender)
- viii. Perform pipeline stress analysis to determine the system flexibility.
  - ix. Carryout piping stress and flexibility analysis for the station piping.
  - x. Prepare material requisitions and purchase requisitions.
- xi. Carryout technical evaluation of bids.
- xii. Review vendor / contractors documents.
- xiii. Prepare all the pipeline / piping drawings required for construction.

## 3.3 Compressor Package (Not applicable in this tender)

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#### 3.4 Electrical

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

#### 3.5 Mechanical

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

#### 3.6 Telecom

- i. Prepare design basis including requirement of existing and proposed telecom system based on site visit, if required.
- ii. Prepare MRs / Technical specification etc.
- iii. Carryout technical evaluation of bids
- iv. Review vendor /contractors document.
- v. Prepare Telecom / SCADA interface drawings / document.
- vi. LDS (Leak Detection System) / PIDS as per OISD standards & PNGRB regulation.
- vii. Standby communication System as per OISD standards.

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- viii. OFC (Optical Fibre Cable) for communication, SCADA etc with an extra dark fibre with a view for business purpose.
  - ix. Review and approve all engineering and FAT documents.
  - x. Prepare FAT/SAT procedure.
  - xi. Carry out Factory Acceptance testing.
- xii. Trial Run on the system.

## 3.7 Instrumentation

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

#### 3.8 General Civil

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

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#### 3.9 Architecture

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

#### 3.10 Structural

- i. Prepare design basis.
- ii. Prepare layout drawings for buildings.
- iii. Prepare material take-off.
- iv. Prepare specifications for structural works.
- v. Prepare drawings required for construction.
- 3.11 <u>Survey (Cadastral Survey, Topographical Survey, Geo-Technical, Hydrological Survey and all Statutory Permissions i.e. PESO, CTE & CTO, Crossing Permissions, Forest Permission, RoU Acquisition and assistance for RoU Opening, Selection of Land for SV/IP/DT/RT)</u>
  - i. Prepare tender specifications & documents for the above works.
- ii. Carryout technical evaluation of bids & recommendation for award.
- iii. Provide all supervision during execution of the above works.
- iv. Inspection of soil investigations/ survey reports.
- v. Selection of Land for Stations/Terminals

## 3.12 <u>SCADA / APP</u>S:

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

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#### 3.13 **SAFETY**:

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

## 4.0 PROCUREMENT SERVICES (applicable for PART-A)

## 4.1 Purchase

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

- (i) To ensure timely (within schedule) the tendering & ordering process, the embedded C&P and Finance team shall be associated with the project manager / team at PMC office.
- (ii) Preparing and floating tender inquiries (in newspapers, IGGL website, PMC website, Government of India web sites etc.) as per the latest guide lines including formulation of Bid evaluation criteria. Bid Evaluation Criteria (BEC) or any change in BEC should have approval from IGGL (for tenders beyond POA to PMC). All tenders are required to be published on IGGL / PMC and Government of India web sites.
- (iii) Issue ICB / domestic enquiries to the bidders.
- (iv) Prepare Cost estimates for all purchases / contracts in line with DFR estimates. Prepare Cost estimates for all purchases along with basis of estimates in the desired format and the supporting documents (if required by IGGL) to be submitted to IGGL at least two days prior to opening of price bid.
- (v) Carry out techno- commercial evaluation of bids and prepare the purchase recommendation in line with IGGL procedures. Approval to be obtained from IGGL before price bid opening.
- (vi) Consultant shall make efforts for getting maximum number of techno-commercial valid offers (at least 3) for all material requisitions / tenders to ensure proper competition. However, for exceptional cases where this is not possible consultant will provide appropriate reasoning / justification for not ensuring the same.
- (vii) Approval of shortlisted vendors.

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- (viii) Approval of Fund Release from IGGL for the award of the Contract at tender stage.
- (ix) Prepare draft Purchase Order / Work Order for issuance by IGGL,
- (x) Prepare purchase status reports and Monitor procurement progress
- (xi) Approval of supplier Drawings / Designs in time,
- (xii) Ensuring proper transportation, logistics and material management.
- (xiii) Master Vendor List.: A master vendor list is to be prepared for supply of all materials and equipments, contracts. This list will be based on consultant's experience with Indian and worldwide vendors. Efforts will be made to include as many Indian vendors as possible. Vendors on **holiday** list of ONGCL / IOCL / GAIL / OIL / NRL / Consultant during tendering will not be considered.
- (xiv) Warranties and Guarantees: PMC shall obtain from the vendors / suppliers, the best possible warranties and guarantees covering workmanship and materials for the benefit of the owner and will take all steps to ensure that such warranties and guarantees are enforced (same shall be within the framework of IGGL's C&P procedure. The PMC shall be completely responsible for all warranties / guarantees related to the design & engineering being done by them. PMC shall ensure min 10 years guarantee for OEM spares.
- (xv) Enquiries: The PMC shall assign a central procurement team to manage and conduct the purchase of all equipments and materials. Enquiry activities shall be controlled by the consultant. Consultant shall be responsible for issuing enquiries to those vendors on approved vendor lists, expediting receipt of quotations, evaluating the bids and submitting recommendations to owner for approval. While the enquiries are floated by PMC, it will be the responsibility of the PMC to incorporate Material Code against each item.
- (xvi) Press Advertisement fee would be reimbursed to the PMC including service tax and Proceeds of tender fees shall be forwarded to the owner by the PMC, if required.
- (xvii) Reasons for cost variation between estimated cost submitted with recommendation for price bid opening and Order value.
- (xviii) The cycle time for completion of each intermittent activity for pre-ordering/ post-ordering will be maintained so as to achieve timely completion of the project as per targeted completion schedule. However timelines specified at Clause no. 14.0 of this section will be followed by the PMC. The same will be highlighted in the Execution Plan to be submitted by PMC.
- (xix) Custom clearance and transportation of materials/ equipments is included in scope of the PMC. IGGL shall pay the customs duty. However the clearing, forwarding & transportation of the materials / equipments shall be carried out through IGGL's / GAIL's approved / engaged agency and costs of same shall be reimbursed by IGGL as per actual.

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- (xx) Third Party Inspection (TPI) report for material / equipment to be supplied by the vendor shall be required. A separate inspection agency/PMC may be deployed by IGGL for inspection on random sampling basis.
- (xxi) Material / Purchase Requisitions (MR / PR) are to be processed manually and through ERP (SAP) on implementation of the same in IGGL. Necessary authorization and access would be provided to the PMC personnel.
- (xxii) Consultant will prepare MR in such way that surplus generation is minimum. Milestone for this will become payable if the surplus generation, as part of the total procurement is 3% or less. PMC shall be responsible for any surplus inventory / slow moving inventory. Further, PMC has to take care of tax benefits / EPCG benefits if any which may accrue to IGGL at the time of procurement of material / services.
- (xxiii) PMC shall submit the bills to IGGL duly signed jointly by Contractor / Vendor and PMC.
- (xxiv) The consultant shall forward the bills to IGGL, duly certified for payment, within the stipulated time of receipt.

## 4.2 Manufacturing, Inspection & Expediting

- (i) Granting approval to all drawings / documents submitted by vendor for start & during manufacturing within 2 (Two) weeks of the submission of document by vendor / contractor. The PMC should expedite submission of required drawings, QAP, procedure etc. by vendors in order to expedite the procurement of materials.
- (ii) Prepare inspection and expediting procedure.
- (iii) Establish vendors manufacturing and delivery schedules.
- (iv) Expedite vendors for timely action on sub-contracted items.
- (v) Qualify and approve vendor's procedures in time for manufacturing.
- (vi) Carryout Material identification and marking.
- (vii) Carryout inspection of all items directly Purchased by IGGL / PMC. Carry out Inspection of bought out items of contractor supply, as specified elsewhere in the tender.
- (viii) Carry out Inspection of items proposed to be used from IGGL surplus stores.
- (ix) Ensure that items procured by contractors are acceptable as per PO specifications and standards.
- (x) Carryout inspection of the items procured through the contractors by professionals of concerned discipline / system.
- (xi) Witness performance / acceptance tests as applicable.
- (xii) The PMC should ensure the compliance of the requirements of 3.2 certification.
- (xiii) Carryout expediting the deliveries of materials / equipments.
- (xiv) Prepare periodic inspection and expediting reports.

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- (xv) The following shall be applicable for Inspection:
  - a) Stage inspection will be carried out selectively based on purchase requisition.
  - b) For critical / major items final test including hydro tests, FAT etc. shall be witnessed and certified. However, for components, non-critical / minor equipments and bulk materials acceptance will be on the basis of review of relevant test certificates / actual inspection as decided by the inspector in consultation with IGGL (Critical / major items may include Line pipes, sectionalizing valves, Metering system etc.).
  - c) For IGGL, the Consultant is wholly and fully responsible for all inspection during manufacturing upto delivery for which the consultant may issue necessary certificates as deemed fit.

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

All activities pertaining to Inspection at vendors & delivery of material at sites shall be the complete responsibility of the PMC. PMC is required to issue final "Inspection Release Note" after inspection. The Inspection and test plans for material and construction site activities shall be developed by the PMC and got approved from the Owner. The PMC, if so desires, may arrange for contracting of inspection services pertaining to vendor supply items, contracted works at sites (including pipe coating) to owner approved, competent agencies.

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



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## 4.3 Custom clearance and transportation

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

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

#### 4.4 CONTRACTING

- (i) Prepare Bidder Evaluation Criteria (BEC) & list of contractors for various works duly approved by IGGL.
- (ii) Cost estimates in the desired format shall be submitted to IGGL at least 2 days before the date of opening of price bid along with necessary supporting documents.
- (iii) Prepare Tender documents for all Procurements and Works.
- (iv) Release of NIT for publication / Issue Enquiries to the contractors. All enquiries are to be published in the websites of IGGL / PMC.
- (v) Carryout technical and commercial evaluation of bids and prepare recommendation.
- (vi) Approval of shortlisted vendor by IGGL.
- (vii) Approval of Fund earmarked for the activity.
- (viii) Prepare FOI / Work Order.
- (ix) Prepare contract documents.
- (x) Prepare tendering status report.
- (xi) The consultant shall follow IGGL's C&P procedure, GCC, ITB etc. for all Contracts. (Consultant before submitting the bid, if desire to study the C&P procedure, General Conditions of Contract–GCC & Instruction to Bidders-ITB can refer the copy of same at IGGL office.)

## 4.5 <u>COST ENGINEERING</u>

- (i) Prepare periodic cost status reports (monthly).
- (ii) Prepare MR and detail cost estimates for bid comparison purposes
- (iii) Preparation of accurate estimates in time (based on past data / CPWD basis / Market rate Analysis) for procurement items and works is an important activity in Cost Engineering. Owner lays strong emphasis on accuracy of cost estimates and price difference beyond (+/-) 10% shall call for analysis. In case



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of deviation between cost estimates & L1 price bid being more than (+/-) 10% not backed by justifiable reasons and not beyond the control of PMC shall be treated as deficiency of services by PMC and an advisory will be issued to PMC highlighting such deficiency and for taking corrective action in future cases.

(iv) In case of the deviation between cost estimate provided by the PMC at the time of bid submission and the actual L1 price being more than (+/-) 15% then recovery shall be effected from the PMC's payment as below:

Let the actual awarded cost of a particular package = x

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

Therefore, recovery for a package, where the cost estimate deviation is more than (+/-) 15% deviation is given by:

#### (x / X) \* 2% of awarded PMC cost

(\*In absence of total awarded cost, PMC-Part-A shall furnish the estimated cost to be considered for recovery as per above mentioned methodology on account of deviation (+/-) 15% of particular package to be recovery. The final recovery shall be considered based on awarded cost, after completion of all packages)

(v) In case of the deviation between awarded value and the actual executed value being more than (+/-) 15% then recovery shall be effected from the PMC's payment as below:

Let the actual executed cost of a particular package = x

Let the total executed cost# of all the packages in the project = X

Therefore, recovery for a package, where the executed cost deviation is more than (+/-) 15% deviation is given by:

#### (x / X) \* 1% of awarded PMC cost

(\*In absence of total executed cost, PMC-Part-A shall furnish the estimated cost to be considered for recovery as per above mentioned methodology on account of deviation (+/-) 15% of particular package to be recovery. The final recovery shall be considered based on executed cost, after completion of all packages)

- (vi) Provide assistance in settling all commercial issues with all the vendors/ contractors till the final closeout.
- (vii) Format for reporting cost estimates is placed at Part-6 (Annexure-1)



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#### 4.6 STORES & MATERIAL MANAGEMENT

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

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

- (a) Receive equipment / materials from suppliers and certify their invoices for payment,
- (b) Inspect the condition of goods received and issue Goods Receipt Voucher,
- (c) Maintain a record and submit report every 15 days, indicating the stores in stock, material in transit, material issued to contractors and balance material to be received as per PO's issued,
- (d) Issue material for construction to contractors and prepare Stores Issue Vouchers,
- (e) Receive unused material returned by the contractors and prepare Material Return Note,
- (f) Prepare reconciliation statements to enable owner to check and take over balance stores, along with requisite inspection certificates/ documents etc.
- (g) Materials management is to be done manually and in the software (i.e. SAP, Tally etc.) used by IGGL.
- (h) Allocating the material code from material code database in SAP / IGGL intranet prior to placement of Purchase order, which should be mentioned in bill of material of PO.
- (i) Entry of Purchase Requisition and Purchase Order in the software used by IGGL.
- (j) Preparation of GRV's (Goods Receipt Voucher) in real time on receipt of material at site store.
- (k) MTN (Material Transfer Note) in / out on usage of material from existing inventory in IGGL on real time basis.
- (I) Handover of project surplus materials to IGGL.
- (m) The location and hiring of stores premises (for other than line pipes and coated pipes) shall be done by PMC. However the monthly rentals shall be paid by IGGL. The requisite services (loading, unloading, security etc.) shall be contracted for by the PMC, payments for the same to be made by IGGL. The said stores shall be managed by the PMC. Stores locations may be rented from Central Ware house Corporation, owner's existing stores- wherever convenient. *Stores Infrastructure viz.* Furniture, PCs, peripherals, communication facilities including internet, e-mail, telephones etc., would be provided / reimbursed by IGGL.

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(n) Usage of Surplus: Consultant need to identify and use maximum quantity of materials those can be used in the project from surplus stock of various IGGL stores. These surplus materials may be free issue or contractor scope materials. Management of material movement to and from other stores for the project is to be done manually or in software being used by IGGL. PMC shall be responsible for any surplus / slow moving inventory.

#### 5.0 CONSTRUCTION (applicable for PART-B)

#### 5.1 CONSTRUCTION MANAGEMENT

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

Pipeline length = X in Kms

Number of Spreads = X / 100 (rounded off)

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

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

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

#### 5.2 AS BUILT DRAWINGS

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



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## 6.0 PROJECT MANAGEMENT AND CONTROL (applicable for respective PART-A/PART-B)

## 6.1 PLANNING AND SCHEDULING

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

	PART-A
a.	Work Breakdown Structure incorporating
i.	Assist IGGL in Documentation required for Statutory Permissions / NOCs from various
	authorities for Crossing Permissions, NOC from State Pollution Control Boards, CCOE
	Clearance, MOE&F Clearance, any other permission required for project execution.
ii.	Engineering (Detail Engineering, Process Design Basis, Hazop, RRA & EMP)
iii.	Tendering
iv.	Ordering
V.	Manufacturing
vi.	Inspection & Expediting
vii.	Delivery
viii.	Construction and Commissioning
b.	Project Network Diagrams, Pert/Gnat Chart, I-J list
C.	Project Activity List, Milestones incorporating the Early Start, Early Finish, Late Start
	& Late Finish Dates, Total Float, Free Float against each activity
d.	Project Overall Percentage Schedule: Monthly Breakups, and Cumulative Breakups
e.	Percentage Schedule Monthly Breakups for each element / discipline of WBS
f.	Project Cost Estimate for each purchase and work order
g.	Project Financial Commitment Schedule in accordance with the envisaged / actual dates for
	order placement. Approval for fund earmarked on tendering stage.
h.	Project Planned Cash Out Flow in accordance to the envisaged / actual dates of delivery /
	construction
i.	PMC Organogram for Project Office and Store Management at Site Office
j.	Project Communication / Coordination Plan (Client & PMC interaction model)
k.	Inspection Schedule and Plan
I.	Submission of Monthly Reports as per the requirement of Ministry Monitoring Cell (MMC)
	incorporating the above details (a. to h.) including progress of Construction and
	Commissioning of PART-B (the report shall be furnished by PART-B).
	PART-B
a.	Construction
b.	Commissioning
C.	Project Network Diagrams, Pert/Gnat Chart, I-J list
d.	Project Activity List, Milestones incorporating the Early Start, Early Finish, Late Start & Late
	Finish Dates against each activity
e.	Project Overall Percentage Schedule: Monthly Breakups, and Cumulative Breakups
f.	Percentage Schedule Monthly Breakups for each element / discipline of WBS

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g.	PMC Organogram for Project Office & Construction Site Office	
h.	PMC Manpower Deployment Schedule (Month wise)	
i.	Project Communication / Coordination Plan (Client & PMC interaction model)	
j.	Construction Schedule and Plan	
k.	Submission of Monthly Reports as per the requirement of Ministry Monitoring Cell (MMC	
	incorporating the above details (a. to j.). The report shall be furnished to PART-A party.	

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

	Items	Weightage
	PART-A	
i.	Engineering (Process Design, Basis, Assistance for Statutory	8
ii.	Provisions/NOC/Detailed Engineering etc.)  Planning & Schedule for overall project	2
iii.	Tendering	10
iv.	Ordering	10
V.	Inspection, Expediting, Manufacturing, Delivery & Store Management	20
vi.	Project Close-out	5
	PART-B	
vii.	Planning & Schedule for Construction activities.	2
viii.	Detailed Engineering, approval of construction drawings and procedures etc. during Construction & Commissioning	6
viii.	Construction activities	32
vii.	Project Close-out	5
	Total	100

## Following to be strictly noted:

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

a) The consultant shall prepare the project overall project schedule as per the IGGL's approval and also as per the internal schedule which will be decided during the project kick-off meeting.

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

#### 6.2 PROJECT MANAGEMENT

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

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



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#### 6.3 PROJECT MONITORING AND CONTROL

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

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

## 7.0 COMMISSIONING, STARTUP AND PERFORMANCE TESTS (applicable for PART-B)

## 7.1 <u>Mechanical Completion</u>

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

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

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completion of mechanical completion work, PMC shall review and recommend approval of construction completion certificate documentation.

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

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

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

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

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

## 7.2 Commissioning and Start-up (applicable for PART-B):

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

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

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

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

- Operational testing
- Pre-startup inspections
- Filling of lubricants, wherever necessary

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- Equipment operation to make vibration and safety device checks, and other required operating tests and adjustments.
- Flushing, blowing and chemical cleaning.
- Installation of temporary screens, strainers, and blinds.
- Necessary purge operations, including installation of temporary purge piping, hoses or equipment connections.
- Checking of bores of orifice plates and installing these plates after flushing operations.
- Functional check on all instruments and controllers, instrument calibrations with standard test.
- Equipment and all required adjustments and control point settings.
- Check all instrument loops for proper functioning.
- Checks on pipe supports, and guides for settings hot / cold and necessary adjustments.
- Checking and recording positions of all valves.
- Conduct simulation runs to allow run-in operational testing of the equipment.

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

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

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

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

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

## 7.3 <u>TESTS</u>

## a) Factory Acceptance Tests (applicable for PART-A):

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

## a) Site Acceptance Tests (applicable for PART-B):

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

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# 8.0 PROJECT DOCUMENTS/COMPLETION/CLOSE-OUT REPORT (applicable for respective PART-A/PART-B):

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

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



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## 9.0 CONSULTANT MANPOWER (applicable for PART-A/PART-B)

- 9.1 The CONSULTANT shall deploy required number of manpower, qualified and experienced personnel e.g. professional engineers, subordinate engineering personnel, construction supervisors, inspectors and other specialists of appropriate levels to ensure:
  - Quality in all stages and aspects as per requirement of codes, standards, specifications and best international practices
  - Timely & expeditious completion of the project
  - Economize project expenses.
- 9.2 Qualification and experience requirement of the consultant personnel are given here under at Clause 9.4.
- 9.3 The consultant shall submit the following for approval of the owner after award of agreement
  - Organogram at Project HO & Site
  - Manning schedule
- 9.4 The PMC will be required to depute qualified, experienced manpower for the execution of the project. The consultant will ensure that the complete manpower whose names have been proposed to be deployed for the project execution at the time of submission of the bids are not changed during project execution. In case of change in proposed personnel, the PMC will submit bio data of the substitute manpower proposed and take IGGL's approval. The various categories of manpower required to be deployed for the project are detailed under:

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



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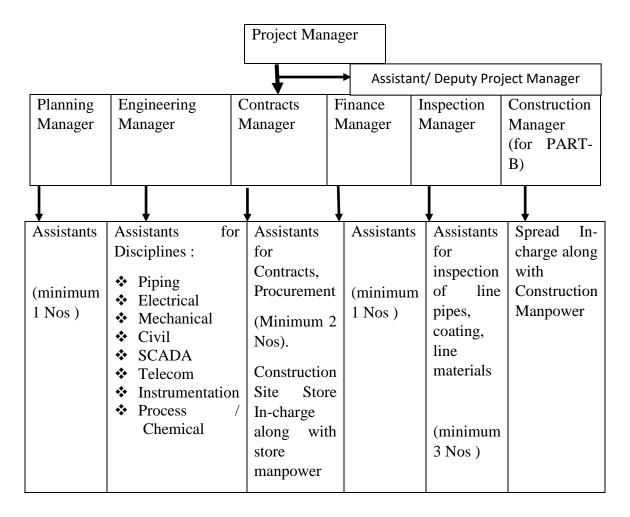
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6.	Finance	used in pipeline projects.  Knowledge of Industry accepted Best Practices in designing & engineering pipeline projects.  Knowledge of working in software tools related to system sizing, system optimization, simulation, engineering etc.  Graduate in Commerce / ICWA / CA in	Mandatory Experience: Out of the 10 years of experience, at least 8 year experience must be in senior position in design & engineering of Hydrocarbon pipeline projects.
6.	Manager	Finance Knowledge of act / rules / regulations/ notifications pertaining to Financial Management i.e. taxes & duties Knowledge of tax / duty structure for indigenous & imported procurement.	Overall Experience: 10 years of relevant experience
7.	Construction Manager	Degree in Engineering in any Discipline / Diploma in Project Management Knowledge of Project Management, Construction Management, handling of contracts, Codes and Standards pertaining to construction of gas pipelines, Industry accepted Best Practices in executing pipeline projects.	Overall Experience: At least 10 years of experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc.  Mandatory Experience: Out of the 10 years of experience, at least 8 year experience must be in senior position in works related to construction of hydrocarbon pipeline projects.
8.	Inspection Manager	Degree / Diploma in Engineering in any Discipline along with ANST / INST level II / III certification.  Knowledge of codes / standards for manufacturing and inspection of line materials for pipeline projects.	Overall Experience: At least 10 years of experience in execution of projects / inspection in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc.  Mandatory Experience: Out of the 10 years of experience, at least 6 year experience must be in inspection works related to pipeline materials / pipeline construction



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The supporting staff / manpower submitted for Quality parameter, indicated in evaluation methodology of BEC, shall be deployed for Construction activities (PART-B) under each type must have the working experience of at least 7 years in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc. out of which at least 3 year experience must be in the relevant working area. Site Construction Engineer/Store Officer must have at least 3 year experience in the pipeline project/construction on regular payroll/contractual basis with 50:50 ratio. An indicative structure for manpower deployment is as under:



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

## i. Pipeline Laying and Terminal Works (applicable for PART-B)

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

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

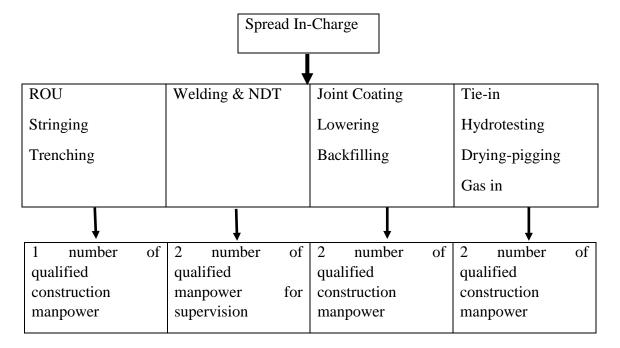
For Terminal Works following activities are normally carried out, but not limited to following:

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

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

## Pipeline Laying Works

Indicative Site Organization Chart for PMC manpower:





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## PMC manpower estimates:

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

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

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

N	umber of Spreads	Consultant Manpower
	Χ	10*X+1



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### **Terminal Works**

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

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

Number of Terminals	Consultant Manpower
Y	03*Y

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

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

## (10\*X+1)+03\*Y

## ii. Stores Management (applicable for PART-A)

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

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

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

Number of Stores	Consultant Manpower
Z	02*Z +1

Based on the above the minimum Store & Material Management Manpower required to be deployed by the PMC is:

(02\*Z+1)



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

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

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

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

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

PMC shall submit the Bio-data of the Construction Manpower for approval of IGGL, before deployment at construction site. No. of Construction manpower to be deployed at site shall be decided jointly between IGGL & PMC.

#### 10.0 PROJECT EXECUTION METHODOLGY

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

SI.	Item	Description
a.	Detail Engineering	This will cover the details for engineering to be done
		under various disciplines, listing of requirements,
		preparation of Specifications, Material Requisitions,
		Process Design Basis, Pipeline Sizing, Receipt /
		Dispatch Terminals etc. Listing of standards based on
		which the engineering has been done item wise.
b.	Selection of Technology for	This will highlight the details for the technology to be
	various Line Materials /	selected for high value items like line pipes, rotary
	Equipments	equipments, Power Source, SCADA, Telecom, Metering
		etc.
		Type of Internal & External Coating in Pipes, Pipe
		Grade, Class Location etc.

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		Details of resources other than manpower to be used for project execution like PCs, Names of Software's to be used, Availability of communication facilities like vehicles, phones, faxes, video conferencing etc
I.	Project Closeout	The PMC will devise and suggest the methodology for project closeout, deliverables required to be submitted during closeout, schedule for close out.

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

In order to have efficient coordination of tendering and ordering activities and to have smooth interface with IGGL, PMC shall co-locate teams of various disciplines, namely C&P, Finance, Projects, Engineering, Costing etc. in their Head office / Coordination offices. As per prevalent practice, PMC will be given Power of Attorney for processing and order placement for packages upto Rs. 5.0 crore, as decided by IGGL. PMC shall be responsible for any dispute with the vendor. Final payment shall be released after settlement of the dispute if any with the vendor and the settlement duly certified by PMC.

## 10.2 Procurement / Works packages

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

No.	Package
1	Line Pipe and coating
2	Scrappers, Flow TEE, Pig Signalers, QOEC
3	II
4	Pipe Line Ball Valves
5	Other Ball valves
6	Fittings and Flanges
7	Pressure reduction and Metering skids
8	Assorted pipes
9	Power sources



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10	RTU & SCADA					
11	Telecommunication system					
12	Terminal Works					
13	Composite construction package including following procurement and works					
	<u>Procurement</u> :					
	OFC and HDPE ducts					
	Gas detection systems					
	Terminal Ball Valves					
	• Pipes, Fittings, Flanges, bolts, nuts, gaskets and all related hardwares (other than procured above)					
	Globe , cheque valves, NRVs, Plug valves					
	• Cables , instruments, UPS, Batteries					
	All other materials, not included above					
	Works:					
	Laying of pipeline and associated facilities					
	Cathodic protection works					
	• Construction and erection of terminal facilities including installation of all equipments					
	All Civil, mechanical, electrical, instrumentation works					
	• Commissioning					
	Hydrological Survey & Geotechnical Services.					
	• Cadastral Survey, obtaining of Statutory Crossing Permissions and Services for Right of Use opening.					

#### 10.3 Execution Plan

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

## 10.4 Quality Assurance

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

## 10.5 Design Standards

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

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

## 11.0 EXCLUSIONS FROM CONSULTANT'S SCOPE

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

- (i) Cost towards Acquisition of ROU for pipeline laying including various Surveys, Statutory permissions, Permanent land acquisition and service for RoU Opening through third party agency.
- (ii) Insurance policies shall be taken either by IGGL or by Vendor / Contractor. However, Assistance for lodging of insurance claims and realization of the same shall be done by the consultant.
- (iii) Tender / NIT advertisement fees shall be in IGGL's scope and shall be reimbursed to the consultant at actual. Tender fee received against sale of tender document from various agencies shall be forwarded to IGGL.
- (iv) Payment of Customs duty amount and transportation charges of imported materials.
- (v) Warehouse facility cost.
- (vi) PMC's office accommodation, camp facilities with boarding/lodging & fooding facility for their employees / staffs deployed at Head Office and site camps including official conveyance.

### 12.0 <u>ADDITION, REDUCTION IN SCOPE AND RE-TENDERING (applicable for PART-A):</u>

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

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#### 13.0 OTHER CONDITIONS / INCLUSIONS IN CONSULTANT'S SCOPE:

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

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- xv. The consultant shall put in requisite efforts to achieve accelerated time schedules for project completion, if so required, at no extra cost to IGGL.
- xvi. PMC's primary responsibilities, however not limited to, for arbitration cases till the final award of arbitration :
  - a. Examining & providing reply of claims etc.
  - b. Participation in arbitration proceedings.
- xvii. Technical Queries (TQ) / Commercial Queries (CQ) if required in tendering process should be raised.
- xviii. The consultant will be notified about their performance on periodic basis.
- xix. One senior level PMC personnel should be stationed at IGGL project office (Guwahati) for day-to-day coordination activities between IGGL & PMC (for PART-B).
- xx. Capitalization of the pipeline or a section of the pipeline:

  PMC to carry out all the material transaction manually (and also in SAP on implementation) & keep record pertaining to the movement of the material & its traceability / accounting in SAP as well as physical usage w.r.t the section of the pipeline. PMC to bifurcate the cost as per attached formats attached in Part-6 for the purposes of the capitalization of the assets. At the time of capitalization consultant may be required to depute their representatives in IGGL office.
- xxi. Consultant will ensure the availability of all contractual management documents at sites.
- xxii. ME Model for Project Execution: Monthly Milestones to be formulated for the entire Project and the project monitoring will be based on Milestone achievement. Exceptions pertaining to Milestones not achieved to be discussed at IGGL & PMC Management level every fortnight for prompt resolution.
- xxiii. Health Monitoring of Contracts: In order to ensure that the Contracts are managed properly, Project Manager / RCM of PMC along with C&P Group of PMC shall monitor all the contracts on monthly basis and ensure that pending claims of Contractors pertaining to Extra Works / Deviations / Time extensions etc. are appropriately settled.
- xxiv. Quarterly Closure of Contracts: In order to ensure that execution related issues not develop into larger legal disputes at a later date, all the Contracts are to be closed on quarterly basis and the accountability for the delays to be appropriately apportioned.
- xxv. Project review Team: Project Review Team (PRT), headed by CEO, has been constituted in IGGL for Critical Projects to periodically interact with the Contractors / Vendors for reviewing the progress against the targets set, setting the targets for next month and resolving issues / constraints of Contractors / Vendors, if any. Project & Construction team of PMC to ensure compliance with the decisions of the PRT.
- xxvi. Due diligence of new bidders: PMC is required to carry out due diligence of all the new bidders who are qualified for the first time in IGGL tenders and a report is required to be submitted by PMC along with PBO recommendation, showing the efforts made by PMC in this regard.

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- xxvii. Documentation: PMC is required to submit all the documents required for HOTO with IGGL O&M, custom reconciliation etc. immediately after completion/commissioning of the project.
- xxviii.Project Manager should be of GM / DGM level, having previous experience in Pipeline Projects.
- xxix. Structured Progress Review Meeting to be done at different levels of PMC and with IGGL on regular basis.
- xxx. Time-bound Drawings & document approval and adherence to Tendering & Ordering Cycle of IGGL.
- xxxi. In Power of Attorney (PoA) cases, if the limit of POA to PMC exceeds, then PMC shall seek approval of IGGL.
- xxxii. PMC to keep realistic provisions of Mandays for Supervision / Erection, Testing & Commissioning, wherever required, for evaluation purpose of bids.
- xxxiii.Both PMC for PART-A and PART-B shall coordinate on regularly basis (in case PART awarded to 2 separate PMC) for smooth implementation of the project.

## 14.0 KEY RESULT AREAS AND RECOVERIES (applicable for PART-A / PART-B)

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

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

Sl. no.	Activity	Recovery		
1	Design deficiency and deficiency in services	0.5 % in each case subject to a		
		maximum of 3% of total contract value.		
2	Variation in cost estimate and	x / X of 2% of total contract value (x, X		
	recommended contract / order value of	are defined in clause 4.5 (iv) Cost Engg.		
	more than (+/-) 15% as per clause 4.5 (iv)			
	Cost Engg.			
3	Variation in awarded contract value and	x / X of 1% of total contract value (x, X		
	executed contract value more than (+/-)	are defined in clause 4.5 (v) Cost Engg		
	15% as per clause 4.5 (v) Cost Engg.			
4	Generation of surplus more than 3% of the	0.25% of the total contract value.		
	total procurement {refer clause 4.1 (xxii)}			

Sl.No.1 & 2 are applicable for PART-A and Sl. No. 3 & 4 are applicable for PART-B

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### Notes:

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

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#### 15.0 IGGL'S OBLIGATIONS:

- i) To furnish route map, alignment sheet, soil resistivity data, soil investigation, Population Density Index and other survey reports.
- ii) Furnish all information relevant to existing installations required by PMC from time to time for carrying out activities under its scope of work,
- iii) Reimbursement towards charges for issuing NITs,
- iv) Reimbursement towards premium charges of term insurance (of Rs. 1 crore / person / year) for PMC officials posted at project sites,
- v) Arrangement of necessary work permits & license etc. and payment of all fees / duties / taxes etc.
- vi) Information sharing with PMC on latest labour laws etc. as applicable at sites,
- vii) Provide site office space & facilities (including co-ordination office at Guwahati/Site), stores infrastructure along with security and watch & ward personnel for these facilities.
- viii) Reimbursement towards all tours & travels (including foreign) at actuals (for IGGL approved tours and travels only), applicable for both PARTs wherever applicable.
- ix) Reimbursement towards charges for Seismic Analysis by reputed third party (such as NIT / IIT) at actuals (not applicable).
- x) Reimbursement towards charges for highly specialized studies / activities (such as river morphology studies, socio-economic studies, geo-hazard analysis etc.) at actuals.

#### 16.0 CHANGE IN LAW:

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

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any decrease in the rate of taxes and duties on the supply of services to IGGL, (other than personnel and Corporate taxes), the PMC shall pass on the benefits of such reduced cost, taxes or duties to the IGGL, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

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



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### PART: 3 (HEALTH, SAFETY, ENVIRONMENTAL REQUIREMENTS)

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

The specific requirement includes the following:

## a. Project Safety Review

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

## b. Environmental Impact Assessment (EIA)

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

#### c. HAZOP

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

## d. Health, Site Safety and Security

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

The purpose of these safety requirements shall be to prevent any accidents, incidents or events that could result in injury or fatality to personnel from contractors, subcontractors or PMC, Owner or third parties and/or damage or destruction to contractor's or Owners property, equipment and materials. The requirements shall

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be intended to supplement any Governing Authority of India, state, municipal, local or other regulations applicable at the site which PMC shall be obliged to enforce on behalf of owner. PMC shall agree with Owner's representative at site any variations between these requirements. PMC shall monitor report and ensure that the above requirements are fully adhered to.

## e. Site Safety Organization

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

## f. Site Safety Planning

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

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

### g. Site Safety Manual

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

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

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

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

- i. Owner's & PMC's safety organization, philosophy and responsibilities
- ii. Owner's & PMC's safety requirement
- iii. The general safety rules applicable to the job site
- iv. Near miss accident report
- v. Monthly safety audit report in line with OISD guidelines / checklist
- vi. The requirements, availability and provision of personal protective clothing and equipment for specific activities that will occur at job site
- vii. Traffic regulations at the work sites
- viii. Requirements and standards for use of scaffolding/ladders
  - ix. Requirements for grounding electrical construction equipment and tools
  - x. Type, availability and responsibility for use of fire-fighting equipment;
- xi. Work permit procedures
- xii. Procedures to be followed when an accident, injury or fire occurs;
- xiii. Simple procedures to be followed by entire contractor's organization should major accident occur;
- xiv. Control or access to site

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

## h. Preparation of Emergency Action Plan

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

#### i. Safety Activities

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

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

## j. Accident Investigation and Reporting

Any accident or incident resulting in a lost time injury, death, or damage to property or equipment is to be investigated by PMC. Every incident shall be documented promptly after the incident including the results of investigation and recommendations for preventive action. PMC shall also ensure that all necessary publicity is given, within the site, to ensure further incidents do not occur. This investigation and report shall not preclude any similar investigations and reports required by governmental regulation, but may be handled concurrently with them.

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

## k. Health Program:

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

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

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

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

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

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### **PART: 4 (PMC DELIVERABLES)**

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

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

#### **PART: 5 (TIME SCHEDULE)**

Contractual schedule time for the PMC contract (PART-A/PART-B) shall be 36 months each (including 3 months for Closure) from the date of Kick off Meeting.

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

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### PART: 6 (ANNEXURES)

**ANNEXURE-1** 

**COST ESTIMATE** 

NAME OF PROJECT :

NAME OF PACKAGE :

ESTIMATE DATE & VALIDITY

TYPE OF COST ESTIMATE : DFR / EMD / PBO

Type of Delivery : FOT / FOB

Delivery at site : Destination / Port of Shipment / Works

Currency

Exchange Rate :

Reference & date of Exchange Rate

#### 1) <u>Direct Cost:</u>

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

Total=

#### Note:

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

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

#### 2) <u>Indirect Costs:</u>

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

TOTAL

- 3) Total Landed Cost (1 + 2) :
- 4) List of Assumptions in the above cost :
- 5) Basis of estimation :
- 6) Justification/ Reasons for variation (if any)

S.No.	Landed Cost Estimate		Percentage variation	Reasons for variation
a)	DFR	EMD		
b)	EMD	BID		
c)	BID	Actual Cost		

PMC's Costing Department

Prepared by Reviewed by Approved and issued by PMC Project Manager

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#### PBO RECOMMENDATION FROM PMC - CHECKLIST

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

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

### **AWARD RECOMMENDATION FROM PMC - CHECKLIST**

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

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**ANNEXURE-2** 

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

Name of the Project

Actual Length of Pipeline

**DFR** Estimate

Scheduled date of completion

Actual date of commissioning

Break up Summary of the actual cost of completion

- 1. Survey Cost
- 2. ROU
  - a. Crop Compensation
  - b. ROU Compensation
  - c. Permanent Land Acquired
- 3. Line pipe
- 4. Other materials
- 5. PMC
- 6. Laying Cost
- 7. Owner's Expenses
- 8. Commissioning cost
- 9. Other Expenses

### Enclosed:

- 1. Statement showing variation of actual with DFR cost along with reasons / remarks.
- 2. Commissioning certificate

Datas	Ciamatana of CIC	/ Project in Charge
Date:	Nionallire of Eu	/ Project in Charge



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

	Break up Summary of the actual	Break up Summary of the actual cost of completion					
1	Survey Cost	Line wise, State wise Survey costs along with liability if any. In case of bifurcation of common costs amongst different sizes of the pipelines, the basis of allocation along with allocated costs may also be given.					
2	ROU						
	a. Crop Compensation	Line wise, State wise village wise Crop compensation awarded, disbursed, compensation still to be decided, reconciliation of the amount given to CA, disbursed, yet to be disbursed, balance available along with bank certificate for balance to be enclosed and reconciliation with amount appearing in system / SAP to be enclosed.					
	b. ROU Compensation	Line wise, State wise village wise ROU compensation awarded, disbursed, compensation still to be decided, reconciliation of the amount given to CA, disbursed, yet to be disbursed, balance available along with bank certificate for balance to be enclosed and reconciliation with amount appearing in system / SAP to be enclosed.					
	c. Permanent Land Acquired	Line wise, State wise village wise Land acquired, Area of the land, whether freehold or leasehold, term of the lease, amount paid, balance yet to be paid with details of onetime payment and / or periodic payments made / to be made is to be enclosed and reconciliation with amount appearing in system / SAP to be enclosed.					
3	Line pipe	size wise, spread wise line pipe including coating cost information (Quantitative as well as Amount) paid, liability provided with material reconciliation including pipes issued, consumed, balance surplus, transferred from / to other sites, damaged (if any), allowable wastage, recovery to be made from contractor, retention made may be given. Reconciliation with system / SAP to be enclosed.					
4	Other materials	With reference of system / SAP document nos, reconciliation showing material transferred from/to other sites, consumed, balance with contractors or in IGGL / PMC custody, returned to stores, damaged / lost if any.					
5	PMC	Details of PMC cost including liabilities as on date of closing of account reconciled with system / SAP					

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		figures, separately for each size of the pipeline.			
		Bifurcation of PMC cost for different size wise			
		pipelines, Terminals, Telecoms, Scada, Cathodic			
		Protection, the basis of allocation and amount			
		allocated may be given.			
6	Laying Cost	Laying cost reconciled with system / SAP, Spread wise			
		including extra works, AHR Items, Substituted Items,			
		PRS and other costs, bifurcated size wise pipeline and			
		other costs for Terminals, Telecom, Scada & Cathodic			
		Protection along with basis of allocation, if divided			
		common costs, may be given.			
7	Owner's Expenses	Details of Owners Expenses including liabilities on the			
		date of closing of accounts reconciling with system /			
		SAP figures separately for each size of pipeline should			
		be given. Further bifurcation into pipeline, terminals,			
		Telecom, Scada, CP may be given along with basis of			
		allocation.			
8	Commissioning cost	Quantity and Value of Gas vented and other costs, if			
		any during commissioning along with details of			
		working should be given			
9	Other Expenses	Other expenses not included above along with nature			
		of expenses, details and bifurcation with basis if any			
10	Taxes and Duties included in	n the above costs may be separately indicated.			
11	Statement showing variation	n of actual with DFR cost along with reasons / remarks may be			
	given.				
12	A copy of the commissionin	g certificate in the format enclosed may be enclosed.			

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FORMAT FOR CAPITALIZATION CERTIFICATE	
IGGL, PROJECT DEPARTMENT	
GUWAHATI	
REF NO.:	DATE
CERTIFICATE FOR DATE OF COMMERCIAL USE	
(For the purpose of capitalization of the pipeline)	
This is to certify thatinch x km long pipeline from M/s has been laid and mechanically tested. The pipeline is ready for commercial use.	
The above declaration is however, without prejudice to any of concerned as stipulated in the various contracts/ purchase orders	
(Project- In Charge)	

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**ANNEXURE-3** 

## Format for Bio data

## **Paste Photograph Here**

1.	Name						
2.	DOB						
3.	Place of Birth						
4.	Nationality						
5.	Contact Details, Phone N	No., Email					
6.	Languages Know (Read,	Write, Sp	eak)				
7.	Educational Qualification	ns					
8.	Professional Qualification	ons					
9.	Affiliations to Profession	nal Bodies					
10.	Professional Experience						
	<u>Organization</u>	<u>From</u>	<u>To</u>	<u>Years</u>	<u>Position</u>	Responsibilities Specific project	in the
11.	Computer & Software's Proficiency						
12.	Any Other Information:						



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### SECTION-VB (PAYMENT TERMS AND SPECIAL CONDITIONS OF CONTRACT)

#### 1.0 DEFINITIONS

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

#### Definitions

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

"Effective Date" shall mean the date on which Contractor's obligations will commence and that will be date of Fax of Intent (FOI).

## Interpretations / Amendments from GCC:

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



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#### 2.0 TERMS AND MODE OF PAYMENT

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

#### PAYMENT TERMS & MODE OF PAYMENT

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

# <u>Payment Milestones for PMC PART-A and PART-B as part of SOW of PMC</u> for Phase-III

Sl. No.	Description	Payment Percentage (%)		
		PART-A	PART-B	
Α	Engineering			
A.1.0	Finalisation of Design Basis along with Submission of Final Document & review of DFR			
A.1.1	Section-10 A (DIM-KOH)	0.47%		
A.1.2	Section-10 B (KOH-IMP)	0.47%		
A.1.3	Section-11 (SIL-GAN)	0.65%		
A.2.0	Finalisation of Process P&IDs along with Submission of Final Document			
A.2.1	Section-10 A (DIM-KOH)	0.75%		
A.2.2	Section-10 B (KOH-IMP)	0.75%		
A.2.3	Section-11 (SIL-GAN)	1.03%		
A.3.0.0	Completion of HAZOP Study, RRA & EMP along with Submission of Final P&IDs & Hazop Closure report			
A.3.1.0	HAZOP Study along with Submission of Final P&IDs			
A.3.1.1	Section-10 A (DIM-KOH)	0.14%		
A.3.1.2	Section-10 B (KOH-IMP)	0.14%		
A.3.1.3	Section-11 (SIL-GAN)	0.19%		

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A.3.2.0	HAZOP Closure Report along with Submission of Final P&IDs		
A.3.2.1	Section-10 A (DIM-KOH)		0.53%
A.3.2.2	Section-10 B (KOH-IMP)		0.53%
A.3.2.3	Section-11 (SIL-GAN)		0.73%
A.4.0	Finalization of Tender document for Cadastral Survey, Topographical Survey, Geo-Technical, Hydrological Survey and all Statutory Permissions i.e. PESO, CTE & CTO, Crossing Permissions, Forest Permission, RoU Acquisition and assistance for RoU Opening, Selection of Land for SV/IP/DT/RT		
A.4.1	Section-10 A (DIM-KOH)	0.19%	
A.4.2	Section-10 B (KOH-IMP)	0.19%	
A.4.3	Section-11 (SIL-GAN)	0.26%	
A.5.0	Finalisation of Tender Document for Line Pipes & Coating		
A.5.1	Section-10 A (DIM-KOH)	0.66%	
A.5.2	Section-10 B (KOH-IMP)	0.66%	
A.5.3	Section-11 (SIL-GAN)	0.90%	
A.6.0	Finalisation of Tender Document for Mainline Valves		
A.6.1	Section-10 A (DIM-KOH)	0.28%	
A.6.2	Section-10 B (KOH-IMP)	0.28%	
A.6.3	Section-11 (SIL-GAN)	0.39%	
A.7.0.0	Design, detailed engineering and Finalisation of Tender Document for Scrapper Traps, Flow Tee and Insulating Joint		
A.7.1.0	Scrapper Traps		
A.7.1.1	Section-10 A (DIM-KOH)	0.09%	
A.7.1.2	Section-10 B (KOH-IMP)	0.09%	
A.7.1.3	Section-11 (SIL-GAN)	0.13%	
A.7.2.0	Flow Tee		
A.7.2.1	Section-10 A (DIM-KOH)	0.09%	
A.7.2.2	Section-10 B (KOH-IMP)	0.09%	

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A.7.2.3	Section-11 (SIL-GAN)	0.13%
A.7.3.0	Insulating joint.	
A.7.3.1	Section-10 A (DIM-KOH)	0.09%
A.7.3.2	Section-10 B (KOH-IMP)	0.09%
A.7.3.3	Section-11 (SIL-GAN)	0.13%
A.8.0	Finalisation of Tender Document for Pipe Laying & Composite works	
A.8.1	Section-10 A (DIM-KOH)	1.13%
A.8.2	Section-10 B (KOH-IMP)	1.13%
A.8.3	Section-11 (SIL-GAN)	1.55%
A.9.0.0	Design, detailed engineering and Finalisation of Tender Document for Power Source, Power Distribution System etc.	
A.9.1.0	Solar	
A.9.1.1	Section-10 A (DIM-KOH)	0.09%
A.9.1.2	Section-10 B (KOH-IMP)	0.09%
A.9.1.3	Section-11 (SIL-GAN)	0.13%
A.9.2.0	UPS Power	
A.9.2.1	Section-10 A (DIM-KOH)	0.09%
A.9.2.2	Section-10 B (KOH-IMP)	0.09%
A.9.2.3	Section-11 (SIL-GAN)	0.13%
A.10.0	Design, detailed engineering and Finalisation of Tender Document for SCADA System	
A.10.1	Section-10 A (DIM-KOH)	0.19%
A.10.2	Section-10 B (KOH-IMP)	0.19%
A.10.3	Section-11 (SIL-GAN)	0.26%
A.11.0	Design, detailed engineering and Finalisation of Tender Document for Telecom System	
A.11.1	Section-10 A (DIM-KOH)	0.19%
A.11.2	Section-10 B (KOH-IMP)	0.19%

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A.11.3	Section-11 (SIL-GAN)	0.26%
A.12.0	Design, detailed engineering and Finalisation of Tender Document for Metering System	
A.12.1	Section-10 A (DIM-KOH)	0.19%
A.12.2	Section-10 B (KOH-IMP)	0.19%
A.12.3	Section-11 (SIL-GAN)	0.26%
A.13.0	Finalization of Material Take-off (MTO) for Assorted pipes.	
A.13.1	Section-10 A (DIM-KOH)	0.19%
A.13.2	Section-10 B (KOH-IMP)	0.19%
A.13.3	Section-11 (SIL-GAN)	0.26%
A.14.0.0	Finalization of Material Take-off (MTO) for Valves, Flanges, Fittings	
A.14.1.0	Valves	
A.14.1.1	Section-10 A (DIM-KOH)	0.09%
A.14.1.2	Section-10 B (KOH-IMP)	0.09%
A.14.1.3	Section-11 (SIL-GAN)	0.13%
A.14.2.0	Flanges	
A.14.2.1	Section-10 A (DIM-KOH)	0.09%
A.14.2.2	Section-10 B (KOH-IMP)	0.09%
A.14.2.3	Section-11 (SIL-GAN)	0.13%
A.14.3.0	Fittings	
A.14.3.1	Section-10 A (DIM-KOH)	0.09%
A.14.3.2	Section-10 B (KOH-IMP)	0.09%
A.14.3.3	Section-11 (SIL-GAN)	0.13%
A.15.0	Finalisation of any other package / system / facility (including design, detailed engineering, tender document etc.) not covered above under 'Engineering' but required for completion of the Project as per scope of work in all respect.	
A.15.1	Section-10 A (DIM-KOH)	0.38%

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A.15.2	Section-10 B (KOH-IMP)	0.38%	
A.15.3	Section-11 (SIL-GAN)	0.52%	
В	Planning & Scheduling		
B.1.0	Finalisation of Level -3 Internal Schedule.		
B.1.1	Section-10 A (DIM-KOH)	0.09%	
B.1.2	Section-10 B (KOH-IMP)	0.09%	
B.1.3	Section-11 (SIL-GAN)	0.13%	
B.2.0	Finalisation and Submission of List of Milestones for Internal Monitoring & Ministry Monitoring		
B.2.1	Section-10 A (DIM-KOH)	0.09%	
B.2.2	Section-10 B (KOH-IMP)	0.09%	
B.2.3	Section-11 (SIL-GAN)	0.13%	
B.3.0	Finalisation of Level-3 Ministry Schedule as per MMC requirement		
B.3.1	Section-10 A (DIM-KOH)	0.19%	
B.3.2	Section-10 B (KOH-IMP)	0.19%	
B.3.3	Section-11 (SIL-GAN)	0.26%	
B.4.0	Finalization of Project Execution Plan/ Methodology		
B.4.1	Section-10 A (DIM-KOH)	0.05%	0.18%
B.4.2	Section-10 B (KOH-IMP)	0.05%	0.18%
B.4.3	Section-11 (SIL-GAN)	0.06%	0.24%
B.5.0	Finalization of WBS structure		
B.5.1	Section-10 A (DIM-KOH)	0.05%	0.18%
B.5.2	Section-10 B (KOH-IMP)	0.05%	0.18%
B.5.3	Section-11 (SIL-GAN)	0.06%	0.24%
B.6.0	Submission of Organogram for Project Office & Construction site along with deployment of manpower		
B.6.1	Section-10 A (DIM-KOH)	0.05%	0.18%
B.6.2	Section-10 B (KOH-IMP)	0.05%	0.18%

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B.6.3	Section-11 (SIL-GAN)	0.06%	0.24%
B.7.0	Any other planning, scheduling, monitoring, reporting etc. not covered above under 'Planning & Scheduling' but required during execution of the Project.		
B.7.1	Section-10 A (DIM-KOH)	0.05%	0.18%
B.7.2	Section-10 B (KOH-IMP)	0.05%	0.18%
B.7.3	Section-11 (SIL-GAN)	0.06%	0.24%
С	Tendering		
C.1.0	Issue & Publication of NIT for Cadastral Survey, Topographical Survey, Geo-Technical, Hydrological Survey and all Statutory Permissions i.e. PESO, CTE & CTO, Crossing Permissions, Forest Permission, RoU Acquisition and assistance for RoU Opening, Selection of Land for SV/IP/DT/RT		
C.1.1	Section-10 A (DIM-KOH)	0.09%	
C.1.2	Section-10 B (KOH-IMP)	0.09%	
C.1.3	Section-11 (SIL-GAN)	0.13%	
C.2.0	Issue & Publication of NIT for Procurement of Line Pipes & Coating		
C.2.1	Section-10 A (DIM-KOH)	0.19%	
C.2.2	Section-10 B (KOH-IMP)	0.19%	
C.2.3	Section-11 (SIL-GAN)	0.26%	
C.3.0	Issue & Publication of NIT for Procurement of Mainline Valves		
C.3.1	Section-10 A (DIM-KOH)	0.09%	
C.3.2	Section-10 B (KOH-IMP)	0.09%	
C.3.3	Section-11 (SIL-GAN)	0.13%	
C.4.0.0	Issue & Publication of NIT for Procurement of Scrapper Traps, Flow Tee and Insulating Joints		
C.4.1.0	Scrapper Traps		
C.4.1.1	Section-10 A (DIM-KOH)	0.03%	
C.4.1.2	Section-10 B (KOH-IMP)	0.03%	

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C.4.1.3	Section-11 (SIL-GAN)	0.04%
C.4.2.0	Flow Tee	
C.4.2.1	Section-10 A (DIM-KOH)	0.03%
C.4.2.2	Section-10 B (KOH-IMP)	0.03%
C.4.2.3	Section-11 (SIL-GAN)	0.04%
C.4.3.0	Insulating joint.	
C.4.3.1	Section-10 A (DIM-KOH)	0.03%
C.4.3.2	Section-10 B (KOH-IMP)	0.03%
C.4.3.3	Section-11 (SIL-GAN)	0.04%
C.5.0	Issue & Publication of NIT for Pipe Laying & Composite works	
C.5.1	Section-10 A (DIM-KOH)	0.28%
C.5.2	Section-10 B (KOH-IMP)	0.28%
C.5.3	Section-11 (SIL-GAN)	0.39%
C.6.0.0	Issue & Publication of NIT for Procurement of Power Source, Power Distribution System etc.	
C.6.1.0	Solar Power	
C.6.1.1	Section-10 A (DIM-KOH)	0.14%
C.6.1.2	Section-10 B (KOH-IMP)	0.14%
C.6.1.3	Section-11 (SIL-GAN)	0.19%
C.6.2.0	UPS Power	
C.6.2.1	Section-10 A (DIM-KOH)	0.14%
C.6.2.2	Section-10 B (KOH-IMP)	0.14%
C.6.2.3	Section-11 (SIL-GAN)	0.19%
C.7.0	Issue & Publication of NIT for SCADA System	
C.7.1	Section-10 A (DIM-KOH)	0.19%
C.7.2	Section-10 B (KOH-IMP)	0.19%
C.7.3	Section-11 (SIL-GAN)	0.26%
C.8.0	Issue & Publication of NIT for Telecom System	

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C.8.1	Section-10 A (DIM-KOH)	0.19%
C.8.2	Section-10 B (KOH-IMP)	0.19%
C.8.3	Section-11 (SIL-GAN)	0.26%
C.9.0	Issue & Publication of NIT for Procurement Metering System	
C.9.1	Section-10 A (DIM-KOH)	0.28%
C.9.2	Section-10 B (KOH-IMP)	0.28%
C.9.3	Section-11 (SIL-GAN)	0.39%
C.10.0	Issue & Publication of NIT for Procurement of Assorted Pipes	
C.10.1	Section-10 A (DIM-KOH)	0.19%
C.10.2	Section-10 B (KOH-IMP)	0.19%
C.10.3	Section-11 (SIL-GAN)	0.26%
C.11.0.0	Issue & Publication of NIT for Valves, Flanges, Fittings	
C.11.1.0	Valves	
C.11.1.1	Section-10 A (DIM-KOH)	0.08%
C.11.1.2	Section-10 B (KOH-IMP)	0.08%
C.11.1.3	Section-11 (SIL-GAN)	0.10%
C.11.2.0	Flanges	
C.11.2.1	Section-10 A (DIM-KOH)	0.08%
C.11.2.2	Section-10 B (KOH-IMP)	0.08%
C.11.2.3	Section-11 (SIL-GAN)	0.10%
C.11.3.0	Fittings	
C.11.3.1	Section-10 A (DIM-KOH)	0.08%
C.11.3.2	Section-10 B (KOH-IMP)	0.08%
C.11.3.3	Section-11 (SIL-GAN)	0.10%
C.10.0	Submission of PBO recommendations and approval for Cadastral Survey, Topographical Survey, Geo-Technical, Hydrological Survey and all Statutory Permissions i.e. PESO, CTE & CTO, Crossing Permissions, Forest Permission, RoU Acquisition and assistance for RoU Opening, Selection of Land for SV/IP/DT/RT	

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C.10.1	Costion 10 A (DIM KOLI)	0.28%
C.10.1	Section-10 A (DIM-KOH)	0.28%
C.10.2	Section-10 B (KOH-IMP)	0.28%
C.10.3	Section-11 (SIL-GAN)	0.39%
C.10.0	Submission of PBO recommendations and approval for	
	Procurement of Line Pipes & Coating	
C.10.1	Section-10 A (DIM-KOH)	0.56%
C.10.2	Section-10 B (KOH-IMP)	0.56%
C.10.3	Section-11 (SIL-GAN)	0.78%
C.10.0	Submission of PBO recommendations and approval for	
5.20.0	Procurement of Mainline Valves	
C.10.1	Section-10 A (DIM-KOH)	0.28%
C.10.2	Section-10 B (KOH-IMP)	0.28%
C.10.3	Section-11 (SIL-GAN)	0.39%
C.11.0.0	Submission of PBO recommendations and approval for Scrapper Traps, Flow Tee and Insulating Joints	
C.11.1.0	Scrapper Traps	
C.11.1.1	Section-10 A (DIM-KOH)	0.09%
C.11.1.2	Section-10 B (KOH-IMP)	0.09%
C.11.1.3	Section-11 (SIL-GAN)	0.13%
C.11.2.0	Flow Tee	
C.11.2.1	Section-10 A (DIM-KOH)	0.09%
C.11.2.2	Section-10 B (KOH-IMP)	0.09%
C.11.2.3	Section-11 (SIL-GAN)	0.13%
C.11.3.0	Insulating joint	
C.11.3.1	Section-10 A (DIM-KOH)	0.09%
C.11.3.2	Section-10 B (KOH-IMP)	0.09%
C.11.3.3	Section-11 (SIL-GAN)	0.13%
C.12.0	Submission of PBO recommendations and approval for Pipe	
-	Laying & Composite Works	
C.12.1	Section-10 A (DIM-KOH)	0.56%
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C.12.2	Section-10 B (KOH-IMP)	0.56%
C.12.3	Section-11 (SIL-GAN)	0.78%
C.13.0.0	Submission of PBO recommendations and approval for Procurement of Power Source, Power Distribution System etc.	
C.13.1.0	Solar Power	
C.13.1.1	Section-10 A (DIM-KOH)	0.09%
C.13.1.2	Section-10 B (KOH-IMP)	0.09%
C.13.1.3	Section-11 (SIL-GAN)	0.13%
C.13.2.0	UPS Power	
C.13.2.1	Section-10 A (DIM-KOH)	0.09%
C.13.2.2	Section-10 B (KOH-IMP)	0.09%
C.13.2.3	Section-11 (SIL-GAN)	0.13%
C.14.0	Submission of PBO recommendations and approval for SCADA System	
C.14.1	Section-10 A (DIM-KOH)	0.19%
C.14.2	Section-10 B (KOH-IMP)	0.19%
C.14.3	Section-11 (SIL-GAN)	0.26%
C.15.0	Submission of PBO recommendations and approval for Telecom System	
C.15.1	Section-10 A (DIM-KOH)	0.19%
C.15.2	Section-10 B (KOH-IMP)	0.19%
C.15.3	Section-11 (SIL-GAN)	0.26%
C.16.0	Submission of PBO recommendations and approval for Procurement Metering System	
C.16.1	Section-10 A (DIM-KOH)	0.19%
C.16.2	Section-10 B (KOH-IMP)	0.19%
C.16.3	Section-11 (SIL-GAN)	0.26%
C.17.0	Submission of PBO recommendations and approval for Assorted pipes	
C.17.1	Section-10 A (DIM-KOH)	0.06%

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C.17.2	Section-10 B (KOH-IMP)	0.06%
C.17.3	Section-11 (SIL-GAN)	0.08%
C.18.0.0	Submission of PBO recommendations and approval for Valves, Flanges, Fittings	
C.18.1.0	Valves	
C.18.1.1	Section-10 A (DIM-KOH)	0.09%
C.18.1.2	Section-10 B (KOH-IMP)	0.09%
C.18.1.3	Section-11 (SIL-GAN)	0.13%
C.18.2.0	Flanges	
C.18.2.1	Section-10 A (DIM-KOH)	0.09%
C.18.2.2	Section-10 B (KOH-IMP)	0.09%
C.18.2.3	Section-11 (SIL-GAN)	0.13%
C.18.3.0	Fittings	
C.18.3.1	Section-10 A (DIM-KOH)	0.09%
C.18.3.2	Section-10 B (KOH-IMP)	0.09%
C.18.3.3	Section-11 (SIL-GAN)	0.13%
C.19.0	Issue & Publication any other NIT, submission of PBO recommendations, approvals etc. for any job not covered above under 'Tendering' but required for completion of Project as per Scope of work in all respect.	
C.19.1	Section-10 A (DIM-KOH)	0.09%
C.19.2	Section-10 B (KOH-IMP)	0.09%
C.19.3	Section-11 (SIL-GAN)	0.13%
D	Ordering	
D.1.0	Submission of Award/ Order Placement recommendations and approval for Cadastral Survey, Topographical Survey, Geo-Technical, Hydrological Survey and all Statutory Permissions i.e. PESO, CTE & CTO, Crossing Permissions, Forest Permission, RoU Acquisition and assistance for RoU Opening, Selection of Land for SV/IP/DT/RT	
D.1.1	Section-10 A (DIM-KOH)	0.06%

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D.1.2	Section-10 B (KOH-IMP)	0.06%
D.1.3	Section-11 (SIL-GAN)	0.08%
D.2.0	Submission of Award/ Order Placement recommendations and approval for Procurement of Line Pipes & Coating	
D.2.1	Section-10 A (DIM-KOH)	0.56%
D.2.2	Section-10 B (KOH-IMP)	0.56%
D.2.3	Section-11 (SIL-GAN)	0.78%
D.3.0	Submission of Award/ Order Placement recommendations and approval for Procurement of Mainline Valves	
D.3.1	Section-10 A (DIM-KOH)	0.56%
D.3.2	Section-10 B (KOH-IMP)	0.56%
D.3.3	Section-11 (SIL-GAN)	0.78%
D.4.0.0	Submission of Award/ Order Placement recommendations and approval for Procurement of Scrapper Traps, Flow Tee and Insulating Joints	
D.4.1.0	Scrapper Traps	
D.4.1.1	Section-10 A (DIM-KOH)	0.19%
D.4.1.2	Section-10 B (KOH-IMP)	0.19%
D.4.1.3	Section-11 (SIL-GAN)	0.26%
D.4.2.0	Flow Tee	
D.4.2.1	Section-10 A (DIM-KOH)	0.19%
D.4.2.2	Section-10 B (KOH-IMP)	0.19%
D.4.2.3	Section-11 (SIL-GAN)	0.26%
D.4.3.0	Insulating joint	
D.4.3.1	Section-10 A (DIM-KOH)	0.19%
D.4.3.2	Section-10 B (KOH-IMP)	0.19%
D.4.3.3	Section-11 (SIL-GAN)	0.26%
D.5.0	Submission of Award/ Order Placement recommendations and approval for Pipe Laying & Composite Works	
D.5.1	Section-10 A (DIM-KOH)	0.56%

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D.5.2	Section-10 B (KOH-IMP)	0.56%
D.5.3	Section-11 (SIL-GAN)	0.78%
D.6.0.0	Submission of Award/ Order Placement recommendations and approval for Power source, Power Distribution System etc.	
D.6.1.0	Solar Power	
D.6.1.1	Section-10 A (DIM-KOH)	0.09%
D.6.1.2	Section-10 B (KOH-IMP)	0.09%
D.6.1.3	Section-11 (SIL-GAN)	0.13%
D.6.2.0	UPS Power	
D.6.2.1	Section-10 A (DIM-KOH)	0.09%
D.6.2.2	Section-10 B (KOH-IMP)	0.09%
D.6.2.3	Section-11 (SIL-GAN)	0.13%
D.7.0	Submission of Award/ Order Placement recommendations and approval for SCADA System	
D.7.1	Section-10 A (DIM-KOH)	0.19%
D.7.2	Section-10 B (KOH-IMP)	0.19%
D.7.3	Section-11 (SIL-GAN)	0.26%
D.8.0	Submission of Award/ Order Placement recommendations and approval for Telecom System	
D.8.1	Section-10 A (DIM-KOH)	0.19%
D.8.2	Section-10 B (KOH-IMP)	0.19%
D.8.3	Section-11 (SIL-GAN)	0.26%
D.9.0	Submission of Award/ Order Placement recommendations and approval for Metering System	
D.9.1	Section-10 A (DIM-KOH)	0.56%
D.9.2	Section-10 B (KOH-IMP)	0.56%
D.9.3	Section-11 (SIL-GAN)	0.78%
D.10.0	Submission of Award/ Order Placement recommendations and approval for Assorted Pipes	

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D.10.1	Section-10 A (DIM-KOH)	0.28%
D.10.2	Section-10 B (KOH-IMP)	0.28%
D.10.3	Section-11 (SIL-GAN)	0.39%
D.11.0.0	Submission of Award/ Order Placement recommendations and approval for Valves, Flanges, Fittings	
D.11.1.0	Valves	
D.11.1.1	Section-10 A (DIM-KOH)	0.19%
D.11.1.2	Section-10 B (KOH-IMP)	0.19%
D.11.1.3	Section-11 (SIL-GAN)	0.26%
D.11.2.0	Flanges	
D.11.2.1	Section-10 A (DIM-KOH)	0.19%
D.11.2.2	Section-10 B (KOH-IMP)	0.19%
D.11.2.3	Section-11 (SIL-GAN)	0.26%
D.11.3.0	Fittings	
D.11.3.1	Section-10 A (DIM-KOH)	0.19%
D.11.3.2	Section-10 B (KOH-IMP)	0.19%
D.11.3.3	Section-11 (SIL-GAN)	0.26%
D.12.1.0	Submission of Draft LOA & placement of Order for Cadastral Survey, Topographical Survey, Geo-Technical, Hydrological Survey and all Statutory Permissions i.e. PESO, CTE & CTO, Crossing Permissions, Forest Permission, RoU Acquisition and assistance for RoU Opening , Selection of Land for SV/IP/DT/RT	
D.12.1.1	Section-10 A (DIM-KOH)	0.02%
D.12.1.2	Section-10 B (KOH-IMP)	0.02%
D.12.1.3	Section-11 (SIL-GAN)	0.03%
D.12.2.0	Loading of PR/SR in SAP/ Software of IGGL for Cadastral Survey, Topographical Survey, Geo-Technical, Hydrological Survey and all Statutory Permissions i.e. PESO, CTE & CTO, Crossing Permissions, Forest Permission, RoU Acquisition and assistance for RoU Opening , Selection of Land for SV/IP/DT/RT	

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	Section-10 A (DIM-KOH)	0.02%
D.12.2.2	Section-10 B (KOH-IMP)	0.02%
D.12.2.3	Section-11 (SIL-GAN)	0.03%
D.13.1.0	Submission of Draft LOA & placement of Order for Procurement of Line Pipes & Coating	
D.13.1.1	Section-10 A (DIM-KOH)	0.09%
D.13.1.2	Section-10 B (KOH-IMP)	0.09%
D.13.1.3	Section-11 (SIL-GAN)	0.13%
D.13.2.0	Loading of PR/SR in SAP/ Software of IGGL for Procurement of Line Pipes & Coating	
D.13.2.1	Section-10 A (DIM-KOH)	0.09%
D.13.2.2	Section-10 B (KOH-IMP)	0.09%
D.13.2.3	Section-11 (SIL-GAN)	0.13%
D.14.1.0	Submission of Draft LOA & placement of Order for Procurement of Mainline Valves	
D.14.1.1	Section-10 A (DIM-KOH)	0.05%
D.14.1.2	Section-10 B (KOH-IMP)	0.05%
D.14.1.3	Section-11 (SIL-GAN)	0.06%
D.14.2.0	Loading of PR/ SR in SAP/ Software of IGGL for Procurement of Mainline Valves	
D.14.2.1	Section-10 A (DIM-KOH)	0.05%
D.14.2.2	Section-10 B (KOH-IMP)	0.05%
D.14.2.3	Section-11 (SIL-GAN)	0.06%
D.15.1.0.0	Submission of Draft LOA & placement of Order for Procurement of Scrapper Traps, Flow Tee and Insulating Joints	
D.15.1.1.0	Scrapper Traps	
D.15.1.1.1	Section-10 A (DIM-KOH)	0.02%
D.15.1.1.2	Section-10 B (KOH-IMP)	0.02%
D.15.1.1.3	Section-11 (SIL-GAN)	0.03%

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D.15.1.2.0	Flow Tee	
D.15.1.2.1	Section-10 A (DIM-KOH)	0.02%
D.15.1.2.2	Section-10 B (KOH-IMP)	0.02%
D.15.1.2.3	Section-11 (SIL-GAN)	0.03%
D.15.1.3.0	Insulating Joints	
D.15.1.3.1	Section-10 A (DIM-KOH)	0.02%
D.15.1.3.2	Section-10 B (KOH-IMP)	0.02%
D.15.1.3.3	Section-11 (SIL-GAN)	0.03%
D.15.2.0.0	Loading of PR/ SR in SAP/ Software of IGGL for Procurement of Scrapper Traps, Flow Tee and Insulating Joint	
D.15.2.1.0	Scrapper Traps	
D.15.2.1.1	Section-10 A (DIM-KOH)	0.02%
D.15.2.1.2	Section-10 B (KOH-IMP)	0.02%
D.15.2.1.3	Section-11 (SIL-GAN)	0.03%
D.15.2.2.0	Flow Tee	
D.15.2.2.1	Section-10 A (DIM-KOH)	0.02%
D.15.2.2.2	Section-10 B (KOH-IMP)	0.02%
D.15.2.2.3	Section-11 (SIL-GAN)	0.03%
D.15.2.3.0	Insulating Joints	
D.15.2.3.1	Section-10 A (DIM-KOH)	0.02%
D.15.2.3.2	Section-10 B (KOH-IMP)	0.02%
D.15.2.3.3	Section-11 (SIL-GAN)	0.03%
D.16.1.0	Submission of Draft LOA & placement of Order for Pipe Laying & Composite Works	
D.16.1.1	Section-10 A (DIM-KOH)	0.09%
D.16.1.2	Section-10 B (KOH-IMP)	0.09%
D.16.1.3	Section-11 (SIL-GAN)	0.13%
D.16.2.0	Loading of PR/ SR in SAP/ Software of IGGL for Pipe Laying & Composite Works	

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	Section-10 A (DIM-KOH)	0.09%
D.16.2.2	Section-10 B (KOH-IMP)	0.09%
D.16.2.3	Section-11 (SIL-GAN)	0.13%
D.17.1.0.0	Submission of Draft LOA & placement of Order for Power source, Power Distribution System etc.	
D.17.1.1.0	Solar Power	
D.17.1.1.1	Section-10 A (DIM-KOH)	0.05%
D.17.1.1.2	Section-10 B (KOH-IMP)	0.05%
D.17.1.1.3	Section-11 (SIL-GAN)	0.06%
D.17.1.2.0	UPS Power	
D.17.1.2.1	Section-10 A (DIM-KOH)	0.05%
D.17.1.2.2	Section-10 B (KOH-IMP)	0.05%
D.17.1.2.3	Section-11 (SIL-GAN)	0.06%
D.17.2.0.0	Loading of PR/ SR in SAP / Software of IGGL for Power source, Power Distribution System etc.	
D.17.2.1.0	Solar Power	
D.17.2.1.1	Section-10 A (DIM-KOH)	0.05%
D.17.2.1.2	Section-10 B (KOH-IMP)	0.05%
D.17.2.1.3	Section-11 (SIL-GAN)	0.06%
D.17.2.2.0	UPS Power	
D.17.2.2.1	Section-10 A (DIM-KOH)	0.05%
D.17.2.2.2	Section-10 B (KOH-IMP)	0.05%
D.17.2.2.3	Section-11 (SIL-GAN)	0.06%
D.18.1.0	Submission of Draft LOA & placement of Order for SCADA System	
D.18.1.1	Section-10 A (DIM-KOH)	0.09%
D.18.1.2	Section-10 B (KOH-IMP)	0.09%
D.18.1.3	Section-11 (SIL-GAN)	0.13%
D.18.2.0	Loading of PR/ SR in SAP/ Software of IGGL for SCADA System	

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D.18.2.1	Section-10 A (DIM-KOH)	0.09%
D.18.2.2	Section-10 B (KOH-IMP)	0.09%
D.18.2.3	Section-11 (SIL-GAN)	0.13%
D.19.1.0	Submission of Draft LOA & placement of Order for Telecom System	
D.19.1.1	Section-10 A (DIM-KOH)	0.09%
D.19.1.2	Section-10 B (KOH-IMP)	0.09%
D.19.1.3	Section-11 (SIL-GAN)	0.13%
D.19.2.0	Loading of PR/ SR in SAP/ Software of IGGL for Telecom System	
D.19.2.1	Section-10 A (DIM-KOH)	0.09%
D.19.2.2	Section-10 B (KOH-IMP)	0.09%
D.19.2.3	Section-11 (SIL-GAN)	0.13%
D.20.1.0	Submission of Draft LOA & placement of Order for Metering System	
D.20.1.1	Section-10 A (DIM-KOH)	0.09%
D.20.1.2	Section-10 B (KOH-IMP)	0.09%
D.20.1.3	Section-11 (SIL-GAN)	0.13%
D.20.2.0	Loading of PR/ SR in SAP/ Software of IGGL for Metering System	
D.20.2.1	Section-10 A (DIM-KOH)	0.09%
D.20.2.2	Section-10 B (KOH-IMP)	0.09%
D.20.2.3	Section-11 (SIL-GAN)	0.13%
D.21.1.0	Submission of Draft LOA & placement of Order for Assorted Pipes	
D.21.1.1	Section-10 A (DIM-KOH)	0.02%
D.21.1.2	Section-10 B (KOH-IMP)	0.02%
D.21.1.3	Section-11 (SIL-GAN)	0.03%
D.21.2.0	Loading of PR/ SR in SAP / Software of IGGL for Assorted Pipes	

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D.21.2.1	Section-10 A (DIM-KOH)	0.02%
D.21.2.2	Section-10 B (KOH-IMP)	0.02%
D.21.2.3	Section-11 (SIL-GAN)	0.03%
D.22.1.0.0	Submission of Draft LOA & placement of Order for Valves, Flanges, Fittings	
D.22.1.1.0	Valves	
D.22.1.1.1	Section-10 A (DIM-KOH)	0.04%
D.22.1.1.2	Section-10 B (KOH-IMP)	0.04%
D.22.1.1.3	Section-11 (SIL-GAN)	0.05%
D.22.1.2.0	Flanges	
D.22.1.2.1	Section-10 A (DIM-KOH)	0.04%
D.22.1.2.2	Section-10 B (KOH-IMP)	0.04%
D.22.1.2.3	Section-11 (SIL-GAN)	0.05%
D.22.1.3.0	Fittings	
D.22.1.3.1	Section-10 A (DIM-KOH)	0.04%
D.22.1.3.2	Section-10 B (KOH-IMP)	0.04%
D.22.1.3.3	Section-11 (SIL-GAN)	0.05%
D.22.2.0.0	Loading of PR/ SR in SAP/ Software of IGGL for Valves, Flanges, Fittings	
D.22.2.1.0	Valves	
D.22.2.1.1	Section-10 A (DIM-KOH)	0.04%
D.22.2.1.2	Section-10 B (KOH-IMP)	0.04%
D.22.2.1.3	Section-11 (SIL-GAN)	0.05%
D.22.2.2.0	Flanges	
D.22.2.2.1	Section-10 A (DIM-KOH)	0.04%
D.22.2.2.2	Section-10 B (KOH-IMP)	0.04%
D.22.2.2.3	Section-11 (SIL-GAN)	0.05%
D.22.2.3.0	Fittings	

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D.22.2.3.1	Section-10 A (DIM-KOH)	0.04%
D.22.2.3.2	Section-10 B (KOH-IMP)	0.04%
D.22.2.3.3	Section-11 (SIL-GAN)	0.05%
D.23.1.0	Submission of Award / Order Placement recommendations and approval, Submission of Draft LOA, Loading of PR / SR in SAP / or the Software of IGGL & placement of Order for any other item / system not covered above under 'Ordering' but required for completion of Project as per Scope of work in all respect.	
D.23.1.1	Section-10 A (DIM-KOH)	0.09%
D.23.1.2	Section-10 B (KOH-IMP)	0.09%
D.23.1.3	Section-11 (SIL-GAN)	0.13%
E	Inspection, Expediting, Manufacturing & Delivery	
E.1.0	Approval of Drawings / Documents for commencement of manufacturing for Line pipes & Coating	
E.1.1	Section-10 A (DIM-KOH)	0.23%
E.1.2	Section-10 B (KOH-IMP)	0.23%
E.1.3	Section-11 (SIL-GAN)	0.31%
E.2.0	Approval of Drawings / Documents for commencement of manufacturing for Mainline Valves	
E.2.1	Section-10 A (DIM-KOH)	0.23%
E.2.2	Section-10 B (KOH-IMP)	0.23%
E.2.3	Section-11 (SIL-GAN)	0.31%
E.3.0.0	Approval of Drawings / Documents for commencement of manufacturing for Scrapper Traps, Flow Tee and Insulating Joints	
E.3.1.0	Scrapper Traps	
E.3.1.1	Section-10 A (DIM-KOH)	0.08%
E.3.1.2	Section-10 B (KOH-IMP)	0.08%
E.3.1.3	Section-11 (SIL-GAN)	0.10%
E.3.2.0	Flow Tee	

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E.3.2.1	Section-10 A (DIM-KOH)	0.08%	
E.3.2.2	Section-10 B (KOH-IMP)	0.08%	
E.3.2.3	Section-11 (SIL-GAN)	0.10%	
E.3.3.0	Insulating Joints		
E.3.3.1	Section-10 A (DIM-KOH)	0.08%	
E.3.3.2	Section-10 B (KOH-IMP)	0.08%	
E.3.3.3	Section-11 (SIL-GAN)	0.10%	
E.4.0	Approval of Drawings / Documents for Pipe laying & Composite works		
E.4.1	Section-10 A (DIM-KOH)	0.19%	0.70%
E.4.2	Section-10 B (KOH-IMP)	0.19%	0.70%
E.4.3	Section-11 (SIL-GAN)	0.26%	0.97%
E.5.0.0	Approval of Drawings / Documents for commencement of manufacturing for Power Source, Power Distribution System etc.		
E.5.1.0	Solar Power		
E.5.1.1	Section-10 A (DIM-KOH)	0.06%	
E.5.1.2	Section-10 B (KOH-IMP)	0.06%	
E.5.1.3	Section-11 (SIL-GAN)	0.08%	
E.5.2.0	UPS Power		
E.5.2.1	Section-10 A (DIM-KOH)	0.06%	
E.5.2.2	Section-10 B (KOH-IMP)	0.06%	
E.5.2.3	Section-11 (SIL-GAN)	0.08%	
E.6.0	Approval of Drawings / Documents related to SCADA System for commencement of manufacturing.		
E.6.1	Section-10 A (DIM-KOH)	0.11%	
E.6.2	Section-10 B (KOH-IMP)	0.11%	
E.6.3	Section-11 (SIL-GAN)	0.16%	
E.7.0	Approval of Drawings / Documents related to Telecom System for commencement of manufacturing.		

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E.7.1	Section-10 A (DIM-KOH)	0.11%
E.7.2	Section-10 B (KOH-IMP)	0.11%
E.7.3	Section-11 (SIL-GAN)	0.16%
E.8.0	Approval of Drawings / Documents for commencement of manufacturing for Metering Systems	
E.8.1	Section-10 A (DIM-KOH)	0.19%
E.8.2	Section-10 B (KOH-IMP)	0.19%
E.8.3	Section-11 (SIL-GAN)	0.26%
E.9.0	Approval of Drawings / Documents for commencement of manufacturing for Assorted Pipes	
E.9.1	Section-10 A (DIM-KOH)	0.11%
E.9.2	Section-10 B (KOH-IMP)	0.11%
E.9.3	Section-11 (SIL-GAN)	0.16%
E.10.0.0	Approval of Drawings / Documents for commencement of manufacturing for Valves, Flanges, Fittings	
E.10.1.0	Valves	
E.10.1.1	Section-10 A (DIM-KOH)	0.04%
E.10.1.2	Section-10 B (KOH-IMP)	0.04%
E.10.1.3	Section-11 (SIL-GAN)	0.05%
E.10.2.0	Flanges	
E.10.2.1	Section-10 A (DIM-KOH)	0.04%
E.10.2.2	Section-10 B (KOH-IMP)	0.04%
E.10.2.3	Section-11 (SIL-GAN)	0.05%
E.10.3.0	Fittings	
E.10.3.1	Section-10 A (DIM-KOH)	0.04%
E.10.3.2	Section-10 B (KOH-IMP)	0.04%
E.10.3.3	Section-11 (SIL-GAN)	0.05%

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E.11.0	Finalization of Cadastral Survey, Topographical Survey, Geo-Technical, Hydrological Survey and all Statutory Permissions i.e. PESO, CTE & CTO, Crossing Permissions, Forest Permission, RoU Acquisition and assistance for RoU Opening, Selection of Land for SV/IP/DT/RT	
E.11.1	Section-10 A (DIM-KOH)	0.08%
E.11.2	Section-10 B (KOH-IMP)	0.08%
E.11.3	Section-11 (SIL-GAN)	0.10%
E.12.0.0	Inspection of Line Pipe, Mainline Valves, SCADA System, Telecom System, Metering System and other procurement as above.	
E.12.1.0	Line Pipe	
E.12.1.1	Section-10 A (DIM-KOH)	0.07%
E.12.1.2	Section-10 B (KOH-IMP)	0.07%
E.12.1.3	Section-11 (SIL-GAN)	0.09%
E.12.2.0	Mainline Valves	
E.12.2.1	Section-10 A (DIM-KOH)	0.07%
E.12.2.2	Section-10 B (KOH-IMP)	0.07%
E.12.2.3	Section-11 (SIL-GAN)	0.09%
E.12.3.0	Scrapper Traps	
E.12.3.1	Section-10 A (DIM-KOH)	0.07%
E.12.3.2	Section-10 B (KOH-IMP)	0.07%
E.12.3.3	Section-11 (SIL-GAN)	0.09%
E.12.4.0	Flow Tee	
E.12.4.1	Section-10 A (DIM-KOH)	0.07%
E.12.4.2	Section-10 B (KOH-IMP)	0.07%
E.12.4.3	Section-11 (SIL-GAN)	0.09%
E.12.5.0	Insulating Joint	
E.12.5.1	Section-10 A (DIM-KOH)	0.07%
E.12.5.2	Section-10 B (KOH-IMP)	0.07%

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E.12.5.3	Section-11 (SIL-GAN)	0.09%
E.12.6.0	Solar Power	
E.12.6.1	Section-10 A (DIM-KOH)	0.07%
E.12.6.2	Section-10 B (KOH-IMP)	0.07%
E.12.6.3	Section-11 (SIL-GAN)	0.09%
E.12.7.0	UPS Power	
E.12.7.1	Section-10 A (DIM-KOH)	0.07%
E.12.7.2	Section-10 B (KOH-IMP)	0.07%
E.12.7.3	Section-11 (SIL-GAN)	0.09%
E.12.8.0	SCADA System	
E.12.8.1	Section-10 A (DIM-KOH)	0.07%
E.12.8.2	Section-10 B (KOH-IMP)	0.07%
E.12.8.3	Section-11 (SIL-GAN)	0.09%
E.12.9.0	Telecom System	
E.12.9.1	Section-10 A (DIM-KOH)	0.07%
E.12.9.2	Section-10 B (KOH-IMP)	0.07%
E.12.9.3	Section-11 (SIL-GAN)	0.09%
E.12.10.0	Metering System	
E.12.10.1	Section-10 A (DIM-KOH)	0.07%
E.12.10.2	Section-10 B (KOH-IMP)	0.07%
E.12.10.3	Section-11 (SIL-GAN)	0.09%
E.12.11.0	Assorted Pipe	
E.12.11.1	Section-10 A (DIM-KOH)	0.07%
E.12.11.2	Section-10 B (KOH-IMP)	0.07%
E.12.11.3	Section-11 (SIL-GAN)	0.09%
E.12.12.0	Valves	
E.12.12.1	Section-10 A (DIM-KOH)	0.07%
E.12.12.2	Section-10 B (KOH-IMP)	0.07%

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E.12.12.3	Section-11 (SIL-GAN)	0.09%
E.12.13.0	Flanges	
E.12.13.1	Section-10 A (DIM-KOH)	0.07%
E.12.13.2	Section-10 B (KOH-IMP)	0.07%
E.12.13.3	Section-11 (SIL-GAN)	0.09%
E.12.14.0	Fittings	
E.12.14.1	Section-10 A (DIM-KOH)	0.07%
E.12.14.2	Section-10 B (KOH-IMP)	0.07%
E.12.14.3	Section-11 (SIL-GAN)	0.09%
E.13.0	Approval of drawings /documents for commencement of manufacturing, Inspection, expediting for any other items not covered above under 'Inspection, Expediting, Manufacturing & Delivery' but required for completion of Project as per Scope of work in all respect.	
E.13.1	Section-10 A (DIM-KOH)	0.19%
E.13.2	Section-10 B (KOH-IMP)	0.19%
E.13.3	Section-11 (SIL-GAN)	0.26%
E.14.1.0	25 % Delivery at designated dumpsite / construction site store for coated Pipes	
E.14.1.1	Section-10 A (DIM-KOH)	0.28%
E.14.1.2	Section-10 B (KOH-IMP)	0.28%
E.14.1.3	Section-11 (SIL-GAN)	0.39%
E.14.2.0	50 % Delivery at designated dumpsite / construction site store for coated Pipes	
E.14.2.1	Section-10 A (DIM-KOH)	0.28%
E.14.2.2	Section-10 B (KOH-IMP)	0.28%
E.14.2.3	Section-11 (SIL-GAN)	0.39%
E.14.3.0	75 % Delivery at designated dumpsite / construction site store for coated Pipes	
E.14.3.1	Section-10 A (DIM-KOH)	0.28%
E.14.3.2	Section-10 B (KOH-IMP)	0.28%

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E.14.3.3	Section-11 (SIL-GAN)	0.39%
E.14.4.0	100 % Delivery at designated dumpsite / construction site store for coated Pipes	
E.14.4.1	Section-10 A (DIM-KOH)	0.28%
E.14.4.2	Section-10 B (KOH-IMP)	0.28%
E.14.4.3	Section-11 (SIL-GAN)	0.39%
E.15.0	Delivery complete at designated dumpsite / construction site store for Mainline Valves	
E.15.1	Section-10 A (DIM-KOH)	0.56%
E.15.2	Section-10 B (KOH-IMP)	0.56%
E.15.3	Section-11 (SIL-GAN)	0.78%
E.16.0.0	Delivery complete at designated dumpsite / construction site store Scrapper Traps, Flow Tee and Insulating Joints	
E.16.1.0	Scrapper Traps	
E.16.1.1	Section-10 A (DIM-KOH)	0.19%
E.16.1.2	Section-10 B (KOH-IMP)	0.19%
E.16.1.3	Section-11 (SIL-GAN)	0.26%
E.16.2.0	Flow Tee	
E.16.2.1	Section-10 A (DIM-KOH)	0.19%
E.16.2.2	Section-10 B (KOH-IMP)	0.19%
E.16.2.3	Section-11 (SIL-GAN)	0.26%
E.16.3.0	Insulating Joints	
E.16.3.1	Section-10 A (DIM-KOH)	0.19%
E.16.3.2	Section-10 B (KOH-IMP)	0.19%
E.16.3.3	Section-11 (SIL-GAN)	0.26%
E.17.0.0	Delivery, installation & commissioning complete for Power Source, Power Distribution System etc.	
E.17.1.0	Solar Power	
E.17.1.1	Section-10 A (DIM-KOH)	0.28%
E.17.1.2	Section-10 B (KOH-IMP)	0.28%
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E.17.1.3	Section-11 (SIL-GAN)	0.39%
E.17.2.0	UPS Power	
E.17.2.1	Section-10 A (DIM-KOH)	0.28%
E.17.2.2	Section-10 B (KOH-IMP)	0.28%
E.17.2.3	Section-11 (SIL-GAN)	0.39%
E.18.0	Delivery, installation & commissioning complete for SCADA System	
E.18.1	Section-10 A (DIM-KOH)	0.56%
E.18.2	Section-10 B (KOH-IMP)	0.56%
E.18.3	Section-11 (SIL-GAN)	0.78%
E.19.0	Delivery, installation & commissioning complete for Telecom System	
E.19.1	Section-10 A (DIM-KOH)	0.56%
E.19.2	Section-10 B (KOH-IMP)	0.56%
E.19.3	Section-11 (SIL-GAN)	0.78%
E.20.0	Delivery complete at designated construction site store for Metering Package	
E.20.1	Section-10 A (DIM-KOH)	0.56%
E.20.2	Section-10 B (KOH-IMP)	0.56%
E.20.3	Section-11 (SIL-GAN)	0.78%
E.21.0	Delivery complete at designated construction site store for Assorted Pipes	
E.21.1	Section-10 A (DIM-KOH)	0.56%
E.21.2	Section-10 B (KOH-IMP)	0.56%
E.21.3	Section-11 (SIL-GAN)	0.78%
E.22.0.0	Delivery complete at designated construction site store for Valves, Flanges, Fittings	
E.22.1.0	Valves	
E.22.1.1	Section-10 A (DIM-KOH)	0.19%
E.22.1.2	Section-10 B (KOH-IMP)	0.19%

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E.22.1.3	Section-11 (SIL-GAN)	0.26%	
E.22.1.0	Flanges		
E.22.1.1	Section-10 A (DIM-KOH)	0.19%	
E.22.1.2	Section-10 B (KOH-IMP)	0.19%	
E.22.1.3	Section-11 (SIL-GAN)	0.26%	
E.22.1.0	Fittings		
E.22.1.1	Section-10 A (DIM-KOH)	0.19%	
E.22.1.2	Section-10 B (KOH-IMP)	0.19%	
E.22.1.3	Section-11 (SIL-GAN)	0.26%	
F	Detailed Engineering & approval of drawings & Procedures during Construction & Commissioning		
F.1.0	Complete Mobilisation of Consultant Manpower at Site as per requirement & Submission of Organogram		
F.1.1	Section-10 A (DIM-KOH)	0.10%	3.12%
F.1.2	Section-10 B (KOH-IMP)	0.10%	3.12%
F.1.3	Section-11 (SIL-GAN)	0.14%	4.30%
F.2.0	Cumulative Construction Progress - 10 %		
F.2.1	Section-10 A (DIM-KOH)		0.70%
F.2.2	Section-10 B (KOH-IMP)		0.70%
F.2.3	Section-11 (SIL-GAN)		0.97%
F.3.0	Cumulative Construction Progress - 25 %		
F.3.1	Section-10 A (DIM-KOH)		0.70%
F.3.2	Section-10 B (KOH-IMP)		0.70%
F.3.3	Section-11 (SIL-GAN)		0.97%
F.4.0	Cumulative Construction Progress - 40 %		
F.4.1	Section-10 A (DIM-KOH)		0.70%
F.4.2	Section-10 B (KOH-IMP)		0.70%
F.4.3	Section-11 (SIL-GAN)		0.97%
F.5.0	Cumulative Construction Progress - 50 %		

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F.5.1	Section-10 A (DIM-KOH)	0.70%
F.5.2	Section-10 B (KOH-IMP)	0.70%
F.5.3	Section-11 (SIL-GAN)	0.97%
F.6.0	Cumulative Construction Progress - 75 %	
F.6.1	Section-10 A (DIM-KOH)	0.70%
F.6.2	Section-10 B (KOH-IMP)	0.70%
F.6.3	Section-11 (SIL-GAN)	0.97%
F.7.0	Cumulative Construction Progress - 85 %	
F.7.1	Section-10 A (DIM-KOH)	1.05%
F.7.2	Section-10 B (KOH-IMP)	1.05%
F.7.3	Section-11 (SIL-GAN)	1.45%
F.8.0	Cumulative Construction Progress - 100 %	
F.8.1	Section-10 A (DIM-KOH)	1.40%
F.8.2	Section-10 B (KOH-IMP)	1.40%
F.8.3	Section-11 (SIL-GAN)	1.93%
F.9.0	Submission of Mechanical Completion certificate	
F.9.1	Section-10 A (DIM-KOH)	
F.9.2	Section-10 B (KOH-IMP)	2.10%
F.9.3	Section-11 (SIL-GAN)	2.90%
F.11.0	Commissioning & Gas In for Pipeline System and submission of Commissioning certificate	
F.11.1	Section-10 A (DIM-KOH)	2.10%
F.11.2	Section-10 B (KOH-IMP)	2.10%
F.11.3	Section-11 (SIL-GAN) 2.909	
F.12.0	Commissioning & Gas In for all Stations & Terminals	
F.12.1	Section-10 A (DIM-KOH)	2.10%
F.12.2	Section-10 B (KOH-IMP)	2.10%
F.12.3	Section-11 (SIL-GAN)	2.90%

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F.13.0	Accurate Cost Estimate for all Purchase orders and Work orders		
F.13.1	Section-10 A (DIM-KOH)	0.75%	
F.13.2	Section-10 B (KOH-IMP)	0.75%	
F.13.3	Section-11 (SIL-GAN)	1.03%	
F.14.0	Submission of all PO Closure statements		
F.14.1	Section-10 A (DIM-KOH)	0.75%	
F.14.2	Section-10 B (KOH-IMP)	0.75%	
F.14.3	Section-11 (SIL-GAN)	1.03%	
F.15.0	Submission of all WO closure statements		
F.15.1	Section-10 A (DIM-KOH)		1.75%
F.15.2	Section-10 B (KOH-IMP)		1.75%
F.15.3	Section-11 (SIL-GAN)		2.42%
F.16.0	Acceptance of all PO Closure Statements prepared by Consultant		
F.16.1	Section-10 A (DIM-KOH)	0.56%	
F.16.2	Section-10 B (KOH-IMP)	0.56%	
F.16.3	Section-11 (SIL-GAN)	0.78%	
F.17.0	Acceptance of all WO Closure Statements prepared by Consultant		
F.17.1	Section-10 A (DIM-KOH)		2.10%
F.17.2	Section-10 B (KOH-IMP)		2.10%
F.17.3	Section-11 (SIL-GAN)		2.90%
F.18.0	Submission of Performance Cards of all vendors		
F.18.1	Section-10 A (DIM-KOH)	0.38%	
F.18.2	Section-10 B (KOH-IMP)	0.38%	
F.18.3	Section-11 (SIL-GAN)	0.52%	
F.19.0	Submission of Performance Cards of all contractors		
F.19.1	Section-10 A (DIM-KOH)		1.40%

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F.19.2	Section-10 B (KOH-IMP)		1.40%
F.19.3	Section-11 (SIL-GAN)		1.93%
F.20.0	Handover of list of surplus and Non-generation of Surplus material beyond 3 %.		
F.20.1	Section-10 A (DIM-KOH)		2.10%
F.20.2	Section-10 B (KOH-IMP)		2.10%
F.20.3	Section-11 (SIL-GAN)		2.90%
F.21.0	Handover of complete Material Reconciliation in SAP or in IGGL's system		
F.21.1	Section-10 A (DIM-KOH)	0.38%	1.40%
F.21.2	Section-10 B (KOH-IMP)		1.40%
F.21.3	Section-11 (SIL-GAN)		1.93%
G	Project-Close out		
G.1.0	Project Closeout and submission of project Closure Report		
G.1.1	Section-10 A (DIM-KOH) 0.94%		3.51%
G.1.2	Section-10 B (KOH-IMP)	0.94%	3.51%
G.1.3	Section-11 (SIL-GAN)	1.29%	4.83%
	Total Engineering from Head Office	100.00%	100.00%
Н	Project Site Management	Qty	Qty
H.1	Store Management/ Construction Supervision etc. (Man month) on actual basis.  44		444
H.2	Reimbursement of Office Tour from Head Office on actual basis (Lump sum) - Not to quote by the bidder.		

#### **Notes:**

- 1. The price break up as given above shall form the basis of payment of progressive bills on pro-rata basis to the contractor.
- 2. The payment towards any other items not covered above, as mentioned in the respective heads, shall be made on completion of all Project activities as per Scope of work in all respect.

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

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

#### **Deduction at Source:**

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

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

- a. Along with first invoice:
   Following documents/details should be invariably furnished along with the first invoice:
  - a) Copy of valid GST registration certificate.
  - b) Particulars required for making payments through Electronic Payment Mechanism' in accordance with clause on 'MODE OF PAYMENT' appearing in Section-III (i.e. 'Instruction to bidders') of bid document.
  - c) Mobile no. (Optional)E-mail ID

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#### b. Periodical/ Monthly Payment:

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

#### 3.0 PERFORMANCE EVALUATION

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

#### 4.0 ORDER OF PRECEDENCE

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

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

#### 5.0 DEFECT LIABILITY PERIOD

12 MONTHS

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#### **SECTION-VI**

#### **FORMS & FORMAT**



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#### **LIST OF FORMS & FORMATS**

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8	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-11	FORMAT FOR CONSORTIUM / JV AGREEMENT
F-12	BIDDER'S QUERIES FOR PRE-BID MEETING
F-13	E-BANKING FORMAT
F-14	FREQUENTLY ASKED QUESTIONS (FAQ)
F-15	DECLARATION OF BID SECURITY
F-16	INDEMNITY BOND
F-17	PART(s) FOR WHICH BID IS SUBMITTED

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#### <u>F-1</u>

#### **BIDDER'S GENERAL INFORMATION**

To,	
M/s IGGL	

TENDER NO: IGGL/GHY/C&P/PROJ/PMC-III/10-21 (E-TENDER NO. IGGL-100026)

		T
1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/LLP/Public Limited/Pvt. Limited/Govt. Dept./PSU/Others If Others Specify: [Enclose certificate of Registration/relevant certificate as applicable]
3a	Name of	
	Proprietor/Partners/Directors of	
	the firm/company	
	[As per Cl. No. 4.0 of ITB]	
3b	Name of Power of Attorney	
	Holders of bidder	
4	Number of Years in Operation	
	Address of Registered Office:	
		City:
_		District:
5		State:
		PIN/ZIP:
	Bidder's address where	
	order/contract is to be placed (*)	City a
6	, , , , , , , , , , , , , , , , , , , ,	City:
		District:
		State:
		PIN/ZIP:
	Address from where Goods/	
	Services are to be dispatched/	
	provided along with GST no.	City:
7	(In case supply of Goods/ Services	District:
	are from multiple locations,	State:
	addresses and GST no. of all such	PIN/ZIP:
	locations are to be provided).	GST No.:
8	Telephone Number of address	
	where order is to be placed	(Country Code) (Area Code) (Talambara Na)
	·	(Country Code) (Area Code) (Telephone No.)

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9	E-mail address	
10	Website	
11	Fax Number:	
		(Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{If yes, please furnish details}
13	PAN No.	[Enclose copy of PAN Card]
14	GST No. (refer sl. no. 7 above)	[Enclose copy of GST Certificate]
15	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
16	ESI code No.	[Enclose copy of relevant document]
17	Whether Micro/Small/Medium	Yes/No
	Enterprise	(If Yes, Bidder to submit requisite documents as
		specified in ITB: Cl. No. 40)
	Whether MSE is owned by SC/ST	Yes/No
	Entrepreneur(s)	(If Yes, Bidder to submit requisite documents as
		specified in ITB: Cl. No. 40)
	Whether MSE is owned by Women	Yes/No
		(If Yes, Bidder to submit requisite documents as specified in ITB: Cl. No. 40)

Note: \* IGGL intends 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 Authorize	d Signatory of Bidder]
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Date: Name:

Designation:

Seal:

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

(To be stamped in accordance with the Stamp Act)

To,			Bank Guarantee No.	
M/s Indradhanush Gas Grid	Date of BG			
	Limite	d (IGGL)	BG Valid up to	
			Claim period up to (There should be	
			three months gap between expiry date of	
			BG & Claim period)	
			Stamp Sl. No./e-Stamp Certificate No.	
Dea	ar Sir(	s),		
			der under your reference No	
		having their Registicipate in the said tender for	stered / Head Office at (hereinafter called or	I the Tenderer),
subr	nitted l	by the Tenderer as a condi	gainst Earnest Money for the amount oftion precedent for participation in the said tender who contingencies mentioned in the Tender Document.	•
We,	the		Bank athavir	_
			(Local Address) guarantee and undert	
			ne tenderers by IGGL, the amount	
-			ecourse. Any such demand made by IGGL, shall be cor ence raised by the Tenderer.	nclusive and binding on
beyo such	nd the requir	validity of the bid]. If any f	nd shall remain valid up to [this date shown the same tructions from M/s	ne shall be extended to
		whereof the Bank, through 20 at	its authorized officer, has set its hand and stamp o	n thisday of
Not	withstar	nding anything contained h	nerein:	
	a)	The Bank's liability under (currency in words only).	r this Guarantee shall not exceed (currency in figur	es)
	b)		ain in force upto(this expiry date of BG I) and any extension(s) thereof; and	should be two months
	c)	claim or demand is issued date of expiry of claim per Guarantee) and if extended been received by us with	ed and discharged from all liability under this Guara d to the Bank on or before the midnight of eriod which includes minimum three months from the ed, the date of expiry of the last extension of this Guarant the said date, all the rights of IGGL under this Guarant we have satisfied that claim.	(indicate ne expiry of this Bank arantee. If a claim has

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WITNESS:	
(SIGNATURE) (NAME)	(SIGNATURE) (NAME) Designation with Bank Stamp
(OFFICIAL ADDRESS)	Attorney as per Power of Attorney No Date:

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

- 1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
- **2.** The expiry date should be arrived at in accordance with "ITB: Clause-15.1".
- **3.** The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
- **4.** A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
- **5.** Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
- **6.** If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.

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#### **F-3**

#### **LETTER OF AUTHORITY**

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

Ref: To, M/s IGGL	Date:
TENDER NO: IGGL/GHY/C&P/PRC	OJ/PMC-III/10-21 <b>(E-TENDER NO. IGGL-100026)</b>
Dear Sir,	
for attending any 'Meetings [Pre-	hereby authorize the following representative(s) Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening pondence / communication against the above Bidding
Phone/Cell: Fax:	Signature
_	Signature
Phone/Cell: Fax: E-mail: ······	
We confirm that we shall be authorised representative(s).	bound by all commitments made by aforementioned
Place: Date:	[Signature of Authorized Signatory of Bidder] Name: Designation: Seal:

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

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# F-4 PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**NOT APPLICABLE FOR SUBJECT TENDER** 

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## F-5 AGREED TERMS & CONDITIONS

То,	
M/s IGGL	

TENDER NO: IGGL/GHY/C&P/PROJ/PMC-III/10-21 (E-TENDER NO. IGGL-100026)

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

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.	
3.	Bidder Confirms quoted prices will remain firm and fixed till complete execution of the order.	
4	Bidder confirms that they have quoted rate of <b>GST</b> (CGST & SGST/ UTGST or IGST) in Price	Confirmed
	Schedule/SOR of Price bid	% [GST rate]
4.1	Whether in the instant tender services/works are covered in reverse charge rule of <b>GST (CGST &amp; SGST/UTGST or IGST)</b>	Yes/ No
	In case of Yes, please specify <b>GST (CGST &amp; SGST/UTGST or IGST)</b> payable by:	IGGL:·····% Bidder:·····%
4.2	Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)	
4.3	Bidder hereby 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	
5.	Bidder Confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
6.	Bidder has furnished Bid Security Declaration	
7.	Bidder Confirms compliance to Completion Schedule as specified in Bid document.	
8.	Bidder Confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.  In case of delay, the bills shall be submitted after deducting the price reduction due to delay	

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SI.	DESCRIPTION	BIDDER'S CONFIRMATION
9.	a) Confirm acceptance of all terms and conditions of	
	Bid Document (all sections).	
	b) Confirm that printed terms and conditions of	
	bidder are not applicable.	
10.	Confirm your offer is valid for period specified in BDS	
	from Final/Extended due date of opening of Techno-	
	commercial Bids.	
11.	Please furnish EMD/Bid Security details ( <b>if applicable</b> ):	Not Applicable
	a) EMD/ Bid Security No. & date	
	b) Value	
	c) Validity	
12.	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	
10	submitted by the person shall be binding on the bidder	
13.	Bidder confirms that (i) none of Directors (in Board of	
	Director) of bidder is a relative of any Director (in Board	Confirmed
	of Director) of Owner or (ii) the bidder is not a firm in	Not
	which any Director (in Board of Director) of Owner/	Confirmed
	IGGL or their relative is not a partner.	
14.	All correspondence must be in ENGLISH language only.	
15.	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	
1.0	for rejection.	
16.	Confirm that all Bank charges associated with Bidder's	
17	Bank shall be borne by Bidder.	
17.	No Deviation Confirmation:	
	It may be noted 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.	



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SI.	DESCRIPTION	BIDDER'S CONFIRMATION
18.	Non-Involvement of Govt. of India:	
	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:	
	"We agree and acknowledge that the Employer is	
	entering into the Contract/Agreement solely on its own	
	behalf and not on behalf of any other person or entity. In	
	particular, it is expressly understood & agreed that the	
	Government of India is not a party to the	
	Contract/Agreement and has no liabilities, obligations or	
	rights thereunder. It is expressly understood and agreed	
	that the Purchaser is authorized to enter into	
	Contract/Agreement, solely on its own behalf under the	
	applicable laws of India. We expressly agree, acknowledge	
	and understand that the Purchaser is not an agent,	
	representative or delegate of the Government of India. It	
	is further understood and agreed that the Government of	
	India is not and shall not be liable for any acts, omissions,	
	commissions, breaches or other wrongs arising out of the	
	Agreement. Accordingly, we hereby expressly waive, release and forego any and 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."	
19.	Bidder to ensure all documents as per tender including	
-5.	clause 11 of Section III and all Formats are included in	
	their bid.	
20.	Bidder understands that Tender Document is not	
	exhaustive. In case any activity though specifically not	
	covered in description of 'Schedule of Rates' but is	
	required to complete the work as per Scope of Work,	
	Conditions of Contract, or any other part of Bidding	
	document, the quoted rates will be deemed to be	
	inclusive of cost incurred for such activities unless	
	otherwise specifically excluded. Bidder confirms to	
	perform for fulfilment of the contract and completeness	
	of the supplies in all respect within the scheduled time	
	frame and quoted price.	
	<u> </u>	



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SI.	DESCRIPTION	BIDDER'S CONFIRMATION
21.	Holiday/Banning & Liquidation, Court Receivership:	
	Bidder hereby confirms that they are not on 'Holiday'	
	by IGGL or any other departments under Ministry of	
	Petroleum & Natural Gas (due to "poor performance"	
	or "corrupt and fraudulent practices") or banned by	
	Government department/ Public Sector on due date of	
	submission of bid.	
	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.	
	Bidder also confirms that they are not under any	
	liquidation, court receivership or similar proceedings or	
	'bankruptcy'.	
	In case it comes to the notice of IGGL that the bidder	
	has given wrong declaration in this regard, the same	
	shall be dealt as 'fraudulent practices' and action shall	
	be initiated as per the Procedure for action in case of	
	Corrupt/Fraudulent/Collusive/Coercive Practices.	
	Further, 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.	
22.	Bidders should ensure that Tender Document is	
	complete in all respects. No extension of time shall be	
	granted under any circumstances to any bidder for	
	submission of its bid on the grounds that the bidder	
	did not obtain a complete set of the Tender Document.	
	IGGL makes no representation or warranty, express or	
	implied, as to the accuracy, correctness and	
	completeness of the information contained in the	
	Tender Documents.	
23.	Bidder confirms that they have read and understood	
	the General Conditions of Contract available along with	
	this tender document in the CPP portal & no 'exception	
	/ deviation' anywhere has been taken in the same and	
	that they shall abide by provisions of relevant GCC.	
24.	Bidder certifies that they would adhere to the Fraud	
	Prevention Policy of IGGL [available on IGGL's website	
	(www.iggl.co.in)] and shall not indulge themselves or	

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SI.	DESCRIPTION	BIDDER'S CONFIRMATION
	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.	
	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.	
25.	Bidder confirms that, in case of contradiction between	
	the confirmations provided in this format and terms &	
	conditions mentioned elsewhere in the offer, the	
	confirmations given in this format shall prevail	
26.	Bidder confirms that (i) 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 and (ii) 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 dealt as per clause no. 13 of Section-III	

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

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#### <u>F-6</u>

#### **ACKNOWLEDGEMENT CUM CONSENT LETTER**

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

in IGGL issued the tender, b	y filling up the Format)
To, M/s IGGL	
TENDER NO: IGGL/GHY/C&P/	/PROJ/PMC-III/10-21 <b>(E-TENDER NO. IGGL-100026)</b>
Dear Sir,	
,	ceipt of a complete set of bidding document along with b and/or the information regarding the subject tender.
<ul> <li>We intend to bid as re with respect to our que</li> </ul>	equested for the subject item/job and furnish following details oting office:
Postal Address with Pir Telephone Number Fax Number Contact Person E-mail Address Mobile No. Date Seal/Stamp	code :
Reasons for non-subm	_
Agency's Name Signature Name Designation Date Seal/Stamp	

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## F-7 BIDDER'S EXPERIENCE

To, M/s IGGL

TENDER NO: IGGL/GHY/C&P/PROJ/PMC-III/10-21 (E-TENDER NO. IGGL-100026)

SI.	'	LOA /WO No. and date	Full Postal Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)	Value of Contrac t/Order ( <i>Specify</i> Currency Amount)	Date of Commen cement of Services	Scheduled Completio n Time (Months)	Date of Actual Comple tion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)
1	1							

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

- i) Experience is to be provided related to tender and executed the same in preceding seven years from the bid opening date.
- ii)Any Technical/ Commercial query (if any) is required to be sought, relevant documents in reference to experience given in Format F7' shall be considered other than document submitted along with the bid towards BEC.

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## 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 bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick ( $\sqrt{}$ ) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, corrigendum (if any)		
2.0	Confirm that the following details have been submitted in the Unpriced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Declaration for Bid Security		
iii	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) of bidding document along with drawings and corrigendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
V	Details of documentary proof required against BEC Criteria		
vi	Confirm submission of document along with unpriced bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly digitally signed (in case of e-bidding)/ Signed and Stamped (in case of manual bidding) by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		
5.0	Confirm that annual reports for last three financial years & duly filled in Form 10 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

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

Designation:

Seal:

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## (TO BE INCLUDED ONLY WHERE FINANICAL CRITERIA OF BEC IS APPLICABLE) $\underline{\mathsf{F-9}}$

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

(To be provided on Bank's letter head)

То,	Date:
M/s. IGGL	
Dear Sir,	
This is to certify that M/s(hereinafter referred to as Customer) is an existing custom	
The Customer has informed that they wish to be discussed in the control of the co	
the supply/work/services/consultancy) and as per the te have to furnish a certificate from their Bank confirming the	erms of the said RFQ/Tender they
Accordingly, M/s (name of the availability of line of credit to M/s (name of the amount of Rs	
It is also confirmed that the net worth of the Bank is more USD) and the undersigned is authorized to issue this certi	•
Yours truly	
for ····· (Name & address of Bank)	
(Authorized signatory) Name of the signatory : Designation : Stamp	

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#### F-10

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

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

#### **AUDITED ANNUAL TURNOVER\* OF PRECEDING THREE FINANCIAL YEARS:** A.

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

#### В. NETWORTH\* AS PER AUDITED FINANCIAL STATEMENT OF PRECEEDING FINANCIAL YEAR:

Description	Year
	Amount (Currency)
1. Net Worth:	

#### C. WORKING CAPITAL\* AS PER AUDITED FINANCIAL STATEMENT OF PRECEDING FINANCIAL YEAR:

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

#### \*Refer Instructions

#### Notes:

- 1.0 It is further certified that the above-mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies].
- 2.0 We confirm that above figures are after referring notes at page 2 of 2 of F-10.
- Practicing Chartered Accountants shall generate Unique Document Identification Number 3.0 (UDIN) for all certificates issued by them.

Name of Audit Firm:	[Signature of Authorized Signature of Authorized Signa	atory]

Chartered Accountant/CPA Name:

Date: Designation: Seal:

Membership No.:

UDIN:

(Page 1 of 2)

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#### **INSTRUCTIONS:**

- **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:
  - a. Annual Turnover shall be "Sale Value/ Operating Income"
  - b. Working Capital shall be "Current Assets less Current liabilities" and
  - **c. 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.

(Page 2 of 2)

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#### (TO BE INCLUDED ONLY WHERE CONSORTIUM/JV ARE ALLOWED) F-11

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

#### CONSORTIUM/JV AGREEMENT

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

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

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

#### NOW THIS INDENTURE WITNESSETH AS UNDER:

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

1. We the Members in the Consortium/JV hereby confirm that the name and style of the Consortium/JV shall be ...... Consortium/JV.

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

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the Owner from a bank acceptable / approved by the Owner for a value as stipulated in the Contract Award and such guarantee shall be in the names of Consortium/JV.

- 10. It is further agreed that this CONSORTIUM/JV Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the Owner discharges the same. It shall be effective date first above mentioned for all purposes and intents.
- 11. In case bid submitted by Joint Venture, the details of equity partnership and assets of the JV shall be attached as a separate annexure to this agreement.
- 12. This agreement remains in force till the end of Defects Liability Period.

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

1	Cool of	For M/s. (····· Member-I
1.	Seal of M/s. has been affixed in my/our presence	(Signature of authorised Representative)
	pursuant to Board Resolution dated	Name:
	Signature ······ Designation	Designation:
2	Seal of	For M/s. (······ Member-II
۷.	M/s. has been affixed in my/our presence	(Signature of authorised Representative)
	pursuant to Board Resolution dated	Name:
	Signature ······ Designation	Designation:
2	Cool of	For M/s. (····· Member-III
3.	Seal of M/s.	(Signature of authorised Representative)
	has been affixed in my/our presence	(=:5
	pursuant to Board Resolution dated	Name:
	• • • • • • • • • • • • • • • • • • • •	Designation:

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## F-12 BIDDER'S QUERIES FOR PRE-BID MEETING

To,

M/s. IGGL

TENDER NO: IGGL/GHY/C&P/PROJ/PMC-III/10-21 (E -TENDER NO. IGGL-100026)

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

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

SIGNATURE OF BI	DDER:			
NAME OF BIDDER	:			

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## F-13 <u>E-Banking Mandate Form</u>

(To be issued on vendor's letter head)

- 1. Vendor/customer Name :
- 2. Vendor/customer Code
- 3. Vendor /customer Address:
- Vendor/customer e-mail id:
- 5. Particulars of bank account
  - a) Name of Bank
  - b) Name of branch
  - c) Branch code:
  - d) Address:

Date

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

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

(Signature of vendor/customer)

#### **BANK CERTIFICATE**

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

(Signature of authorized officer of bank)



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## <u>F-14</u>

### **FREQUENTLY ASKED QUESTIONS (FAQs)**

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject	Yes. A Vendor has to meet Bid Evaluation
	Tender?	Criteria given under Section II of Tender
		document in addition to other
		requirements.
2.0	Should the Bid Evaluation Criteria	Yes. Please refer Section II of Tender
	documents be attested?	document
		No. Refer Clause No. 17 of Instruction to
		Bidders of Tender Document. However,
3.0	Is attending Pre-Bid Meeting	attending Pre-Bid Meeting is
	mandatory.	recommended to sort out any issue
		before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1	No. Please refer Clause No. 4 of
	offer?	Instruction to Bidders of Tender
		Document.
5.0	Is there any Help document	Yes. Refer Annexure III to Instructions to
	available for E-Tender?	Bidders of Tender Document and FAQs
		as available on IGGL E-Tender portal.
6.0	Are there are any MSE (Micro &	Yes. Refer Clause No. 40 of Instructions
	Small Enterprises) benefits available?	to Bidders of Tender Document.
7.0	Are there any benefits available to	Refer Clause No. 51 of Instructions to
	Start-ups?	Bidders of the Tender Document

All the terms and conditions of Tender remain unaltered.

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## F-15 DECLARATION FOR BID SECURITY

TO, M/s INDR	RADHANUSH GAS GRID LIMITED (IGGL)
PHASE-III LIMITED	ING OF PROJECT MANAGEMENT CONSULTANT (PMC) SERVICES FOR I OF NORTH EAST GAS GRID PROJECT OF INDRADHANUSH GAS GRID NO: IGGL/GHY/C&P/PROJ/PMC-III/10-21
Dear Sir,	
all corrige	nining / reviewing provisions of above referred tender documents (including ndum/ Addenda), we M/s(Name of the bidder) have our offer/bid no
	(Name of the bidder) hereby understand that, according anditions, we are submitting this Declaration for Bid Security.
of INDRAI	stand that we will be put on watch list/ holiday/banning list (as per polices DHANUSH GAS GRID LIMITED (IGGL) in this regards), if we are in breach of ation(s) as per following:
our Bio (b) Having GRID L i. ii.	withdrawn/ modified/amended, impairs or derogates from the tender, my/d during the period of bid validity specified in the form of Bid, or been notified of the acceptance of our Bid by the INDRADHANUSH GAS IMITED (IGGL) during the period of Bid Validity:  Fail of refuse to execute the contract, if required, or  Fail of refuse to furnish the contract performance security, in accordance provision of the tender document.  Fail or refuse to accept "arithmetical correction" as per provision of the tender document.  g indulged in corrupt/fraudulent/ collusive / coercive practice as per dure.
Place:	[Signature of Authorized Signatory of Bidder]
Date:	Name:
	Designation:
	Seal:

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#### F-16

#### **INDEMNITY BOND**

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

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

AND THE CONTRACTOR hereby further agrees with IGGL that:

(i) This Indemnity shall remain valid and irrevocable for all claims of IGGL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which

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IGGL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.

(ii) This Indemnity shall not be discharged/revoked by any change/ modification/amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor's firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of IGGL are settled by the Contractor and/or IGGL discharges the Contractor in writing from this Indemnity.

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

Contractor and the same stands valid.

SIGNED BY:
For [Consultant]
Authorised Representative
Place:
Dated:
Witnesses:
1.

2.

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#### <u>F-17</u>

### **PART(S) FOR WHICH BID IS SUBMITTED**

TENDER NO: IGGL/GHY/C&P/PROJ/PMC-III/10-21 (E-TENDER NO. IGGL-100026)

PART(S) OF THE	QOUTED FOR THE PART(S)
<u>TENDER</u>	(MENTION QUOTED/NOT QUOTED AGAINST THE PART FOR WHICH BIS IS SUBMITTED)
PART A	
PART B	
PART (A + B)	

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## **SECTION-VII**

**PRICE SCHEDULE** 

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### **SCHEDULE OF RATES**

## Price Performa for PMC (PART-A) Total CONTRACT PRICE including GST

SCHEDULE OF RATES (SOR) FOR PART-A							
For Phase-III of IGGL Project as per SOW							
ENGINEERING (Home Office) & STORE MANAGEMENT (Site Office)							
SOR SI. No.	Description	UOM	QTY	Unit Price (In Rs.) (In figures)	Unit Price (In Rs.) (In Words)	Total Price (In Rs.) (In figures)	Total Price (In Rs.) (In Words)
1	2	3	4	5	(5a)	6	(6a)
1	Total Fees for Project Management Consultancy Services for Parent office works, Home office, Store Management for PART-A, as described in Scope of Work and other sections of tender document						
1.1	Total fees for PMC Services towards Engineering of Pipeline Projects of IGGL Phase-III (as defined in SOW & SCC)  Engineering at home office: (Assistance for Statutory Permissions / NOCs, Basic Engineering Process Design Basis, Detail Engineering, Tendering & Bid Evaluation Stage/ Ordering, Manufacturing & Delivery, Store Management)	Lump	1	X	X	X	X
2	Store Management at site	Man- month	56	Х	Х	Х	х
Total Amount excluding GST (in Rs.)					Х		
Rate of GST (in %)					in %	18%	
GST in Amount (Rs.)				In Rs.			х
Total Amount including GST (in Rs.)							Х

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#### **NOTES:**

- 1. Bidder to fill all the "X" marked cells.
- 2. The total lump-sum cost at Sl.No.1 above of SOR shall be considered as the total lump-sum cost for the given scope of work/services.
- The payment for 1) Engineering component shall be made on completion of respective activities given. The weightages for these envisaged components for engineering part is as per clause 6.0 of SOW & SCC.
- 4. The payment for 2) Project management component shall be made for actual man months worked / spent. The man months considered are not inclusive travel time. Man day shall not be payable for travel time.
- 5. The man month includes requirement of individual discipline engineers as well as safety officer/ engineer.
- 6. Man-month rate indicated above is all inclusive except Goods & Service tax.
- However, due to extension in project schedule, if required, man-month for only project management activities (Sl. No.2 above) can be extended after mutual agreement. In such eventuality, PMC shall submit the proposal in advance and obtain approval from IGGL for additional man-months.

Bidders are requested to submit the blank SOR with "QUOTED / NOT QUOTED" remarks along with the unpriced bid without mentioning any price/rate.

<u>IMPORTANT NOTE:</u> PRICE TO BE ENTERED ONLY IN THE PRICED BID FORMAT/BOQ IN THE E-TENDERING PORTAL

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## Price Performa for PMC (PART-B) Total CONTRACT PRICE including GST

SCHEDULE OF RATES (SOR) FOR PART-B							
	For Phase-III of IGGL Project as per SOW						
CONSTRUCTION MANAGEMENT (Home Office & Site Office)							
SOR SI.	Description	UOM	QTY	Unit Price	Unit Price	Total Price	Total Price
No.				(In Rs.)	(In Rs.)	(In Rs.)	(In Rs.)
				(In figures)	(In Words)	(In figures)	(In Words)
1	2	3	4	5	(5a)	6	(6a)
1	Total Fees for Construction Management Services for Parent office works, Home office for PART-B, as described in Scope of Work and other sections of tender document						
1.1	Total fees for Construction Management Services of Pipeline Projects of IGGL Phase-III (as defined in SOW & SCC)  Engineering at home office: (Assistance for Engineering, Approval of Construction Drawings and	Lump sum	1	X	X	X	X
	Procedures etc.)						
2	Construction Management (Site Supervision/ Base Support etc.)	Month	444	Х	Х	Х	х
Total Amount excluding GST (in Rs.)						Х	
Rate of GST (in %)				in %			18%
GST in	GST in Amount (Rs.)						Х
Total Amount including GST (in Rs.)							Х

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#### NOTES:

- 1. Bidder to fill all the "X" marked cells.
- 2. The total lump-sum cost at Sl.No.1 above of SOR shall be considered as the total lumpsum cost for the given scope of work/services.
- 3. The payment for 1) Engineering component shall be made on completion of respective activities given. The weightages for these envisaged components for engineering part is as per clause 6.0 of SOW & SCC.
- 4. The payment for 2) Project management component shall be made for actual man months worked / spent. The man months considered are not inclusive travel time. Man day shall not be payable for travel time.
- 5. The man month includes requirement of individual discipline engineers as well as safety officer/ engineer.
- 6. Man-month rate indicated above is all inclusive except Goods & Service tax.
- 7. However, due to extension in project schedule, if required, man-month for only project management activities (Sl. No.2 above) can be extended after mutual agreement. In such eventuality, PMC shall submit the proposal in advance and obtain approval from IGGL for additional man-months.

Bidders are requested to submit the blank SOR with "QUOTED / NOT QUOTED" remarks along with the unpriced bid without mentioning any price/rate.

<u>IMPORTANT NOTE:</u> PRICE TO BE ENTERED ONLY IN THE PRICED BID FORMAT/BOQ IN THE E-TENDERING PORTAL

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## **SECTION-VIII**

## **ATTACHMENTS**

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#### **ATTACHMENT - I**

#### PROFORMA FOR CONTRACT AGREEMENT

LOI/LOA No.: IGGL/

AGREEMENT for "HIRING OF PROJECT MANAGEMENT CONSULTANT (PMC) SERVICES FOR
PHASE-III OF NORTH EAST GAS GRID PROJECT OF INDRADHANUSH GAS GRID LIMITED"
(hereinafter called the "Job") made on day of, 20 between M/s,
hereinafter called the "CONSULTANT" (which term shall unless excluded by or repugnant to the
subject or context include its successors and permitted assignees) of the one part and the
Indradhanush Gas Grid Limited hereinafter called "IGGL" (which term shall unless excluded by or
repugnant to the subject or context include its successors and assignees) of the other part.

#### **WHEREAS**

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

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

#### AND WHEREAS

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

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

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

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2. In consideration of the due provision execution and completion of the said Job, IGGL does hereby agree with the Agreement that IGGL will pay to the CONSULTANT the respective amounts for the Job actually done by him and approved by IGGL at the amount specified in this LOA, such payment to be made at such time in such manner as provided for in the Agreement and LOA.

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

Signed and Delivered for and on behalf of	Signed and Delivered for and on behalf of
M/s IGGL	M/s
Date:	Date:
Place:	Place:
IN PRESENCE OF TWO WITNESSES	
1	1
2	2