



**HIRING OF VEHICLES ON MONTHLY AND CALL DUTY BASIS FOR
INDRADHANUSH GAS GRID LIMITED, GUWAHATI**

**TENDER NO.: IGGL/GHY/C&P/HR/OFFICE-VEH/11-21
(E –TENDER NO: IGGL-100027)**

DOMESTIC COMPETITIVE 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 -
https://etenders.gov.in](http://Govt.CPP Portal - https://etenders.gov.in).***

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SECTION-I

INVITATION FOR BID (IFB)

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SECTION-I
"INVITATION FOR BID (IFB)"

Ref No: TENDER NO. IGGL/GHY/C&P/HR/OFFICE-VEH/11-21

Date: 05.11.2021

To,

SUB: HIRING OF VEHICLES ON MONTHLY AND CALL DUTY BASIS FOR INDRADHANUSH GAS GRID LIMITED, GUWAHATI.

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 VEHICLES ON MONTHLY AND CALL DUTY BASIS FOR INDRADHANUSH GAS GRID LIMITED, GUWAHATI				
(B)	TENDER NO. & DATE	IGGL/GHY/C&P/HR/OFFICE-VEH/11-21 (E-Tender No. IGGL-100027)				
(C)	TYPE OF BIDDING SYSTEM	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">SINGLE BID SYSTEM</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">TWO BID SYSTEM</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	SINGLE BID SYSTEM	<input type="checkbox"/>	TWO BID SYSTEM	<input checked="" type="checkbox"/>
SINGLE BID SYSTEM	<input type="checkbox"/>					
TWO BID SYSTEM	<input checked="" type="checkbox"/>					
(D)	TYPE OF TENDER	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">E-TENDER</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>E-TENDER NO: IGGL-100027</p>	E-TENDER	<input checked="" type="checkbox"/>	MANUAL	<input type="checkbox"/>
E-TENDER	<input checked="" type="checkbox"/>					
MANUAL	<input type="checkbox"/>					
(E)	COMPLETION/CONTRACT PERIOD	03 years i.e., 36 months from the date of initial date of deployment as mentioned in the SOR/Scope of Work, commencing within one month from the date of LOA or from the dates of deployment of vehicles whichever is earlier.				

(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<table border="1" data-bbox="678 309 1173 459"> <tr> <td data-bbox="678 309 944 383">APPLICABLE</td> <td data-bbox="944 309 1173 383"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="678 383 944 459">NOT APPLICABLE</td> <td data-bbox="944 383 1173 459"><input checked="" type="checkbox"/></td> </tr> </table> <p data-bbox="678 481 1369 591">Bidder to submit declaration for Bid Security as per Format attached (Refer clause no.16 of ITB)</p>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>					
NOT APPLICABLE	<input checked="" type="checkbox"/>					
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From: 05.11.2021 to 26.11.2021 upto 13:00 Hrs, (IST) on following websites: IGGL Website – https://iggl.co.in/ Govt. CPP Portal - https://etenders.gov.in				
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 12.11.2021 Time : 11:30 HRS Venue: IGGL Office, 5th Floor, Central Mall, G S Road, Guwahati /ONLINE (Refer Clause 17.0 of Instruction to Bidders)				
(I)	DUE DATE & TIME OF BID-SUBMISSION	Date : 26.11.2021 Time : 14:00 HRS.				
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 27.11.2021 Time : 14:00 HRS				
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	<p data-bbox="678 1153 1369 1299">1) Name: Mr. Indranil Neog, Designation: Deputy General Manager (C&P) Phone No.: 9531101227/8 (Extension 121) E-mail: indranil.neog@iggl.co.in</p> <p data-bbox="678 1332 1369 1489">2) Name: Mr. Udayan Das, Designation: Chief Manager (C&P) Phone No.: 9531101227/8 (Extension 111) E-mail: udayan.das@iggl.co.in</p> <p data-bbox="678 1534 1369 1680">3) Name: Mr. Santanu Bhattacharyya, Designation: Senior Manager (C&P) Phone No.: 9531101227/8 (Extension 113) E-mail: santanu.bhattacharyya@iggl.co.in</p>				

Note: 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)
 - (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 : indranil.neog@iggl.co.in
Contact No. : 9531101227/8 (Extension: 121)

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PHYSICAL DOCUMENTS OF TENDER

Bid Document No.: IGGL/GHY/C&P/HR/OFFICE-VEH/11-21 (E-TENDER NO. IGGL-100027)

Description : **HIRING OF VEHICLES ON MONTHLY AND CALL DUTY BASIS FOR INDRADHANUSH GAS GRID LIMITED, GUWAHATI**

Due Date & Time : **26.11.2021 at 14:00 hrs.**

From:

To:

.....	DGM (C&P)i/c IGGL, 5th Floor, Central Mall, Guwahati-781005 PHONE: :9531101227/8 (Extension: 121)
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{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) & BID EVALUATION METHODOLOGY

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

The intending bidders for above tender should meet the qualifications as given below: -

1.0 BID EVALUATION CRITERIA (BEC):

1.1 BEC (TECHNICAL)

1.1.1 Past Experience of having successfully completed one similar work* during last 07 (Seven) years to be reckoned from the due date of submission of bid, should be as below: -

➤ Single work order value of similar work costing not less than the following value:

Sl. No.	Contract Description	Minimum order value (In Rs.)
Part A	HIRING OF VEHICLES ON MONTHLY BASIS FOR 03 (THREE) YEARS	32.61 Lakhs
Part B	HIRING OF VEHICLES ON CALL BASIS FOR 03 (THREE) YEARS	09.37 Lakhs
Cumulative for Part A and Part B		41.98 Lakhs

***Similar work:** "Experience of providing vehicles to any Govt./Semi Govt./ PSU/MNC/Public Ltd. Company/Pvt. Ltd."

The bidder must submit copies of relevant Work orders, SOR and Job Completion Certificates from the principal indicating final executed value in support of this criterion along with un-priced bid.

1.1.2 DOCUMENTS REQUIRED IN SUPPORT OF BEC-TECHNICAL :

DESCRIPTION	DOCUMENTS REQUIRED FOR QUALIFICATION
Experience criteria	(a) Detailed work order/agreement along with detailed Schedule of Rates (SOR). (b) Completion certificate / Execution certificate issued by end user.

Note1:

- (i) Work Order/Agreement must clearly indicate Nature of work/ service, various components/items, period, and value. Similarly, completion certificate/ execution

certificate must clearly indicate full address of client, officer issuing certificate, work order no. /date, actual value of executed work, brief scope of work, completion date etc.

- (ii) In case the bidder is executing a rate contract which is still running and the contract value executed till one day prior to the due date of submission of the bid is equal to or more than the minimum prescribed value as mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work/supply execution certificate to this effect issued by the end user/owner/authorized consultant.
- (iii) Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.
- (iv) A Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting BEC of this Tender Document. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.
- (v) 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.

1.2 BEC (FINANCIAL):

- **Annual Turnover:** The minimum annual turnover achieved by the bidder as per their audited financial results during any one of the preceding three financial years **(FY2018-19, FY2019-20 & FY2020-21)** are as follows:

Sl. No.	Contract Description	Annual Turnover (In Rs.)
Part A	HIRING OF VEHICLES ON MONTHLY BASIS FOR 03 (THREE) YEARS	32.61 Lakhs
Part B	HIRING OF VEHICLES ON CALL BASIS FOR 03 (THREE) YEARS	09.37 Lakhs
Cumulative for Part A and Part B		41.98 Lakhs

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

- **Working Capital:** The minimum working capital of the Bidder for the preceding audited financial year are as given below:

Sl. No.	Contract Description	Working Capital (In Rs.)
Part A	HIRING OF VEHICLES ON MONTHLY BASIS FOR 03 (THREE) YEARS	6.52 Lakhs
Part B	HIRING OF VEHICLES ON CALL BASIS FOR 03 (THREE) YEARS	1.87 Lakhs
Cumulative for Part A and Part B		8.39 Lakhs

1.2.1 DOCUMENTS REQUIRED IN SUPPORT OF BEC-FINANCIAL

DESCRIPTION	DOCUMENTS REQUIRED FOR QUALIFICATION
Annual Turnover, Net Worth and Working Capital	<p>(a) Bidder shall submit "Details of financial capability of bidder" in prescribed formats available in tender documents [Refer Section for Forms and Formats] duly signed and stamped by a Chartered Accountant.</p> <p>(b) Bidder(s) shall submit copy of Audited annual financial statements of preceding 03(Three) financial years (FY2018-19, FY2019-20 & FY2020-21) along with un-priced bid.</p>

NOTE2 :

- (i) If the Bidder's working capital is inadequate, the bidder should supplement this with a letter from bidder's bank, having net worth of not less than Rs. 100 (Hundred) Crore confirming the availability of Line of Credit for a minimum value as below:

Sl. No.	Contract Description	Minimum value (In Rs.)
Part A	HIRING OF VEHICLES ON MONTHLY BASIS FOR 03 (THREE) YEARS	6.52 Lakhs
Part B	HIRING OF VEHICLES ON CALL BASIS FOR 03 (THREE) YEARS	1.87 Lakhs
Cumulative for Part A and Part B		8.39 Lakhs

The letter issued by the Bank is to be specific the details of the tender Number and name of job.

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1.3 AUTHENTICATION OF DOCUMENTS SUBMITTED IN SUPPORT OF BID EVALUATION CRITERIA (BEC):

a) Technical Criteria of Bid Evaluation Criteria (BEC):

As stated above at **BEC (Technical) clause no. 1.1.2** and all documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidder shall be necessarily be **duly certified/attested by Chartered Engineer and Notary public with legible stamp.**

b) Financial Criteria of Bid Evaluation Criteria(BEC):

As stated above at **BEC (FINANCIAL) clause no. 1.2.1**, and all documents in support of Financial Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidder shall be necessarily **duly certified/ attested by notary public with legible stamp.**

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

1.5 In absence of requisite documents IGGL reserves the right to reject the Bid without making any reference to bidders.

2.0 BID EVALUATION METHODOLOGY: The order shall be finalized on "Least cost to IGGL" Part wise basis as per the following methodology:

- (i) Bidder must quote for all items in each part (i.e. Part A and Part B) as defined in the price bid/BoQ for which the bidder is quoting, else the bid shall not be considered for further evaluation.
- (ii) In case a bidder happens to be the lowest (L-1) bidder for more than one part but does not qualify against BEC for all the quoted Parts; whether technical and/or financial, the Parts to be considered for award shall be restricted up to eligibility criteria and order shall be finalized on "Least cost to IGGL" basis.
- (iii) To arrive at the lowest-evaluated bid, the evaluation of all techno-commercially acceptable bids shall be carried out as under:
 - a. Total quoted price including all taxes & duties and GST for entire scope of work, after arithmetic check.
 - b. Purchase preference, pursuant to relevant Clause of tender, if applicable.

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

In case there is a tie at the lowest bid (L1) position between only start up bidders and none of them has past turnover, the order/LoA will be placed on the start-up who is registered earlier with Department of Industrial Promotion and Policy



SECTION-III

INSTRUCTION TO BIDDERS

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

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SECTION-III

INSTRUCTION TO BIDDERS

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

[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer. Employer/Owner/IGGL occurring herein under shall be considered synonymous.
- 1.2 **SCOPE OF BID:** The scope of work/ Services shall be as defined in the Bidding documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tender, 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 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. Further, neither bidder nor their allied agency/ (ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of IGGL or the Ministry of Petroleum and Natural Gas.

If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.

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

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It shall be the sole responsibility of the bidder to inform IGGL in case the bidder is put 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. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

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

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

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

- 2.4 Bidder shall not be affiliated with a firm or entity:

- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
- (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/Consultant for the contract.

- 2.5 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.

- 2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

- 2.7 **Power of Attorney:**

Power of Attorney to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents

etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

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

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

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

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

3. **BIDS FROM "JOINT VENTURE"/"CONSORTIUM": 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: Forms & Format
- Section-VI: Special Conditions of Contract [SCC] & Scope of Work
- 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 BIDDING DOCUMENTS:

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

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

9. AMENDMENT OF BIDDING DOCUMENTS:

9.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.

9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.

9.3 The Employer, if 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. The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:

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

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

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

11.1.2 **ENVELOPE-II: Price Bid**

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. IGGL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of un priced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However,

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in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

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

11.2.1 **PART-I: "TECHNO-COMMERCIAL/UN-PRICED BID"** comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Bond (if applicable), copy of Power of Attorney should be uploaded along with the bid.

Further, Bidders must submit the original "EMD (if applicable), Power of Attorney and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, super scribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.

Bidders are required to submit the EMD (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

The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 hereinabove and to uploaded in SOR attachment/Conditions of E-tendering portal digitally signed and stamped on each page. In case of any correction, the bidders shall put his signature and his stamp.

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

12 SCHEDULE OF RATES / BID PRICES

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST & SGST/UTGST or IGST)**.

12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.

12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.

12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on

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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.

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

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

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

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

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

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

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

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

13.5 Where IGGL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:

13.5.1 Owner/IGGL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable Owner/IGGL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

13.5.2 The input tax credit of **GST (CGST & SGST/UTGST or IGST)** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

13.6 Where IGGL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**: -

13.6.1 Owner/IGGL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any

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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.

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

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

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

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

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

and interest if any, against any amounts paid or payable by IGGL to Supplier of Goods / Services.

13.10 **Anti-profiteering clause:**

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

13.11 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by IGGL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then IGGL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by IGGL.

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

13.13 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.

13.14 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the vendors, as per the provisions of the GST law / Rules, Vendors

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

13.15 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'.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his EMD (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 V 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

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

18. FORMAT AND SIGNING OF BID

- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be 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

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deviations or reservations. IGGL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. IGGL reserves the right to raise technical and/or commercial query(s), if required, on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame, then its bid shall be evaluated based on the documents available in the bid.

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

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

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

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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.

[D] – SUBMISSION OF BIDS

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

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

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

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

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23. **LATE BIDS:**

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 In case of e-tendering, e-tendering system of IGGL shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.

In case of manual tendering, bids received by IGGL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The EMD (if applicable) of such bidders shall be returned along with the un-opened bid. 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.

24. **MODIFICATION AND WITHDRAWAL OF BIDS**

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

24.1.1 **IN CASE OF E- TENDERING**

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

24.1.2 **IN CASE OF MANUAL BIDDING:**

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

- 24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11 & 22 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of withdrawal of bid, the Envelope containing withdrawal letter duly super scribing the envelope as "WITHDRAWAL" and "Tender Document number :..."/ communication regarding withdrawal of bid with "Tender Document number :..."/

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must reach concerned dealing official of IGGL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD (if applicable) pursuant to clause 16 of ITB and rejection of Bid.
- 24.4 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, IGGL shall forfeit EMD (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 holiday for a period of six months after following the due procedure.

[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.

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26.2 ***Priced Bid Opening:***

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

26.2.2 The 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.

27. **CONFIDENTIALITY:**

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

28. **CONTACTING THE EMPLOYER:**

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

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

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

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

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- (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);
- (d) Is substantially responsive to the requirements of the Bidding Documents; and
- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"

29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below: -

- a) "Deviation" is departure from the requirement specified in the tender documents.
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

29.3 A material deviation, reservation or omission is one that,

- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30. CORRECTION OF ERRORS:

30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

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

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

31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS:

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

32. EVALUATION AND COMPARISON OF BIDS

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

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

In case there is a tie at the lowest bid (L1) position between only start-up bidders and none of them has past turnover, the order/LoA will be placed on the start-up who is registered earlier with Department of Industrial Promotion and Policy

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

33.1 In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely

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attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.

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

34. PURCHASE PREFERENCE:

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

[F] – AWARD OF CONTRACT

35. AWARD:

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

"IGGL 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). 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

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Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.

- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".

Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", IGGL will promptly discharge his 'Earnest Money / Bid Security (if applicable)', pursuant to "ITB: Clause-16"

37. SIGNING OF AGREEMENT

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

38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT (For applicability 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

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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].

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 care the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.

38.5 Further, the bidder can submit CPBG on line through issuing bank to IGGL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by IGGL.

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

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

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

Not with standing anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/

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Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in in INDRADHANUSH GAS GRID LIMITED (IGGL)'s "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by IGGL, to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

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

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

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

- 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 own 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.

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

An enterprises registered prior to 30.06.2020 and who are not re-registered with Udyam Registration, shall continue to be valid for a period upto 31.12.2021. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.

b) 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.

41 AHR ITEMS

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

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

42 VENDOR PERFORMANCE EVALUATION:

Shall be as stipulated Annexure II to ITB herewith

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43 INCOME TAX & CORPORATE TAX

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

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

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

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL :

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

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

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

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

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

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

2.0 ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through Conciliation, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator. The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration: -

2.1 On invocation of the Arbitration clause by either party, IGGL shall suggest a panel of three independent and distinguished persons (Retd Supreme Court & High Court Judges only) to the other party to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from IGGL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and IGGL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of IGGL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of "Delhi International Arbitration Centre".

2.2 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.
- 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)**

INAM-Pro (Platform for infrastructure and materials providers) is a web-based platform for infrastructure provides and materials suppliers and was developed by Ministry of Road Transport and Highways (MoRT&H) with a view to reduce project execution delays on account of supply shortages and inspire greater confidence in contractors to procure cement to start with directly from the manufacturers. Presently, numerous cement companies are registered in the portal and offering cement for sale on the portal with a commitment period of 3 years. These companies have bound themselves by ceiling rates for the entire commitment period, wherein

they are allowed to reduce or increase their cement rates any number of times within the ceiling rate, but are not permitted to exceed the said ceiling rate.

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

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

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

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

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

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

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

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]**

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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.

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.

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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 delivery/collection of material."

In case any financial implication arises on IGGL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/ 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. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED 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.

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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.

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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.

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

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

B.2.2 Period of Banning:

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

S. No.	Description	Period of banning from the date of issuance of Banning order
1	<p>Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process.</p> <p>For example, if an agency confirms not being in holiday/ banning list of PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.</p>	02 years
2 2.1	<p>Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices</p> <p>If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning:</p>	03 years

	(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. Effect of banning on other ongoing contracts/ tenders:

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

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D. Procedure for Suspension of Bidder:

D.1 Initiation of Suspension:

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

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

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

D.2.2 During the period of suspension, no new business dealing may be held with the agency.

D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.

D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from IGGL.

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

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D.3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
 - D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
 - D.3.2.3 after opening of price, BG/EMD (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 of receipt of banning order.
- F.2 Appellate Authority of IGGL would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority of IGGL.

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

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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) Preparation of Performance Rating Data Sheet:

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

ii) Measurement of Performance:

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

iii) Initiation of Measures:

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/

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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 valued items

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

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

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

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

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

- (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

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- (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.

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

- (a) First Instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/Consultant shall be put on watch list for a period of Three (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:

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

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- 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.

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

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- (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.

- (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.

6.0 EFFECT OF HOLIDAY:

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

6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

6.3. Effect on other ongoing tendering:

6.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

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

6.3.3 after opening of price, BG/EMD (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.

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

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

10. **ERRANT BIDDER:**

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, IGGL shall forfeit EMD (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.

11. 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.

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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

1.3 RELIABILITY PERFORMANCE

20 Marks

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

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

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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

1.3 RELIABILITY PERFORMANCE

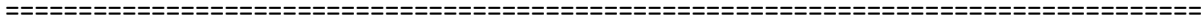
20 Marks

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

Annexure-III

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

**Available on Govt. CPP Portal- <https://etenders.gov.in/eprocure/app>
<https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>**



ANNEXURE-IV

BIDDING DATA SHEET (BDS)

**(TO BE FILLED BY THE CONCERNED DEALING OFFICER BEFORE ISSUANCE OF TENDER)
ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:**

A. GENERAL					
ITB clause	Description				
1.1	The Employer/Owner is: IGGL				
	The Invitation for Bids/ Tender no is: IGGL/GHY/C&P/HR/OFFICE-VEH/11-21				
	The name of the Works/Services/Goods to be performed/supplied is: HIRING OF VEHICLES ON MONTHLY AND CALL DUTY BASIS FOR INDRADHANUSH GAS GRID LIMITED, GUWAHATI				
3	<p>BIDS FROM CONSORTIUM/ JOINT VENTURE</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	<p>For clarification purposes only, the communication 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 Email: indranil.neog@iggl.co.in</p> <p>2)Name: Mr. Udayan Das, Designation: Chief Manager (C&P) Street Address: Indradhanush Gas Grid Limited (IGGL) 5th Floor, Central Mall, G S Road, Christian Basti Guwahati- 781005 Country: INDIA E-mail: udayan.das@iggl.co.in</p> <p>3)Name: Mr. Santanu Bhattacharyya, Designation: Senior 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: santanu.bhattacharyya@iggl.co.in</p>				

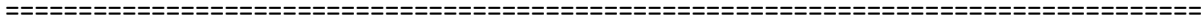
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C. PREPARATION OF BIDS					
ITB clause	Description				
12 & 13	Whether IGGL will be able to avail input tax credit in the instant tender <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>				
NO	<input checked="" type="checkbox"/>				
14	The currency of the Bid shall be INR				
15	The bid validity period shall be 03 (Three) Months from final 'Bid Due Date'				
16.1	In case ' Earnest Money / Bid Security ' (if applicable) is in the form of ' Demand Draft ' or ' Banker's Cheque ', the same should be 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-100027				
22.3 and 4.0 of IFB	For bid submission purposes only (Manual) 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: <table border="1" style="margin-left: 40px;"> <tr> <td>APPLICABLE</td> <td><input type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
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 <table border="1" style="margin-left: 40px;"> <tr> <td>APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="checkbox"/></td> </tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
50	Whether tendered item is non-splitable or not-divisible: <table border="1" style="margin-left: 40px;"> <tr> <td>YES</td> <td><input type="checkbox"/></td> </tr> <tr> <td>NO</td> <td><input checked="" type="checkbox"/></td> </tr> </table> <p><i>Tendered item are splitable in Part wise.(i.e., Part-A & Part-B)</i></p>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>				
NO	<input checked="" type="checkbox"/>				
41	Provision of AHR Item: <table border="1" style="margin-left: 40px;"> <tr> <td>APPLICABLE</td> <td><input type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				

49	Quarterly Closure of Contract	
	APPLICABLE	<input type="checkbox"/>
	NOT APPLICABLE	<input checked="" type="checkbox"/>
	Bonus for Early Completion:	
	APPLICABLE	<input type="checkbox"/>
	NOT APPLICABLE	<input checked="" type="checkbox"/>
51	Applicability of provisions relating to Start-ups:	
	APPLICABLE	<input checked="" type="checkbox"/>
	NOT APPLICABLE	<input type="checkbox"/>
	Defect Liability Period:	
	APPLICABLE	<input type="checkbox"/>
	NOT APPLICABLE	<input checked="" type="checkbox"/>



SECTION-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

Please refer to attachment (GCC_SERVICES) in CPP E-tender portal



SECTION-V

FORMS & FORMAT

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	PART(S) FOR WHICH BID IS SUBMITTED

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/HR/OFFICE-VEH/11-21 (E-TENDER NO. IGGL-100027)

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/Public Limited/Pvt. Limited/Govt. Dept./PSU/Others If Others Specify: _____ [Enclose certificate of Registration]
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	
5	Address of Registered Office:	City:
		District:
		State:
		PIN/ZIP:
6	Bidder's address where order/contract is to be placed	City:
		District:
		State:
		PIN/ZIP:
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no. (In case supply of Goods/ Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:
8	Telephone Number of address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	

10	Website	
11	Fax Number:	_____
		(Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{If yes, please furnish details}
13	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 Enterprise	Yes/No (If Yes, Bidder to submit requisite documents as specified in ITB: Cl. No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes/No (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 Authorized Signatory of Bidder]
 Date: Name:
 Designation:
 Seal:

=====

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

To, M/s Indradhanush Gas Grid Limited (IGGL) -----	Bank Guarantee No.	
	Date of BG	
	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.	

Dear Sir(s),

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

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

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

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s. _____ whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20__ at _____.

Notwithstanding anything contained herein:

- a) The Bank's liability under this Guarantee shall not exceed (currency in figures) (currency in words only)
- b) This Guarantee shall remain in force upto _____ (this expiry date of BG should be two months beyond the validity of bid) and any extension(s) thereof; and
- c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of (indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of IGGL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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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 Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/HR/OFFICE-VEH/11-21 (E-TENDER NO. IGGL-100027)

Dear Sir,

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

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

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

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

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

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

F-4

PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY

/ SECURITY DEPOSIT"

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s Indradhanush Gas Grid Limited (IGGL) -----	Bank Guarantee No.	
	Date of BG	
	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.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "contractor/supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/awarded the job/work of _____ vide PO/LOA/FOA No. _____ dated _____ for **Indradhanush Gas Grid Limited (IGGL)** having registered office at 5th FLOOR CENTRAL MALL, G S ROAD, CHRISTIAN BASTI, GUWAHATI, ASSAM (herein after called the "IGGL" which expression shall wherever the context so require includes its successors and assignees).

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

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of

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the tender/order/contract or in payment of any money payable to IGGL we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to IGGL in such manner as IGGL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by IGGL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by IGGL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s _____ (contractor) on whose behalf this guarantee is issued.



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- 6. Bank also agrees that IGGL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that IGGL may have in relation to the supplier’s/contractor’s liabilities.
- 7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by IGGL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Guwahati.
- 8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
- 9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.
- 10. Notwithstanding anything contained herein:
 - a) The Bank’s liability under this Guarantee shall not exceed (currency in figures)
 (currency in words only)
 - b) This Guarantee shall remain in force upto _____(this date should be expiry date of defect liability period of the contract) and any extension(s) thereof; and
 - c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of
(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of IGGL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Yours faithfully,

Bank by its Constituted Attorney
Signature of a person
duly Authorized to sign on behalf of
the Bank

INSTRUCTIONS FOR FURNISHING

"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank.
In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Guwahati.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with Documentary evidence.

Annexure

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE

1. BANK GUARANTEE NO.	:				
2. VENDOR NAME:		NAME			
3. BANK GUARANTEE AMOUNT	:				
4. PURCHASE ORDER/LOA NO.	:				
5. NATURE OF BANK GUARANTEE please Tick (✓) Whichever is Applicable	:	PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
6. BG ISSUED BANK DETAILS	:				
	(A) EMAIL ID	:			
	(B) ADDRESS	:			
	(C) PHONE NO/ MOBILE NO.	:			

F-5

AGREED TERMS & CONDITIONS

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/HR/OFFICE-VEH/11-21 (E-TENDER NO. IGGL-100027)

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.	
3.	Bidder Confirms quoted prices will remain firm and fixed till complete execution of the order.	
4	Bidder confirms that they have quoted rate of GST (CGST & SGST/ UTGST or IGST) in Price Schedule/SOR of Price bid	Confirmed% [GST rate]
4.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST)	Yes/ No In case of Yes, please specify GST (CGST & SGST/UTGST or IGST) payable by: IGGL:.....% Bidder:.....%
4.2	Service Accounting Codes (SAC)/ Harmonized System 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.	Confirm acceptance of relevant Terms of Payment specified in the Bid Document.	
6.	Confirm that Contract Performance Security will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION				
	Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.					
8.	Confirm compliance to Completion Schedule as specified in Bid document.					
9.	Confirm 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					
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.					
11	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.					
12.	Please furnish EMD/Bid Security details (if applicable): a) EMD/ Bid Security No. & date b) Value c) Validity					
13.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.					
14.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of Owner or (ii) the bidder is not a firm in which any Director (in Board of Director) of Owner/ IGGL or their relative is not a partner.	<table border="1"> <tr> <td data-bbox="1070 1794 1302 1839">Confirmed</td> <td data-bbox="1302 1794 1447 1839"></td> </tr> <tr> <td data-bbox="1070 1839 1302 1921">Not Confirmed</td> <td data-bbox="1302 1839 1447 1921"></td> </tr> </table>	Confirmed		Not Confirmed	
Confirmed						
Not Confirmed						
15.	All correspondence must be in ENGLISH language only.					

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
16.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	<p><u>No Deviation Confirmation:</u></p> <p>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.</p>	
19.	<p><u>Non-Involvement of Govt. of India:</u></p> <p>If Bidder becomes a successful Bidder and pursuant to the provisions of the Tender Document, award is given to them against subject Tender Document, the following Confirmation shall be automatically enforceable:</p> <p>"We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & 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."</p>	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
20.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid.	
21.	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.	
22.	<p><u>Holiday/Banning & Liquidation, Court Receivership:</u></p> <p>Bidder hereby confirms that they are not 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.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of IGGL or the Ministry of Petroleum and Natural Gas.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>In case it comes to the notice of IGGL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.</p> <p>Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to IGGL by them.</p>	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
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.	<p>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 allow others (working in IGGL) to indulge in fraudulent activities and that they would immediately apprise IGGL of the fraud/suspected fraud as soon as it comes to their notice.</p> <p>Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of IGGL is liable to be treated as crime and dealt with by the procedures of IGGL as applicable from time to time.</p>	
25.	Whether Bidder is Start-Up or not	Yes/No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause 51)
	In case of Start-Up confirm: Date of Incorporation/Registration	
26.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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F-6

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/HR/OFFICE-VEH/11-21 (E-TENDER NO. IGGL-100027)

Dear Sir,

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

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

Postal Address with Pin Code :

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

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

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :

F-7

BIDDER'S EXPERIENCE

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/HR/OFFICE-VEH/11-21 (E-TENDER NO. IGGL-100027)

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

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

F-9

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

(To be provided on Bank's letter head)

Date:

To,
M/s. IGGL

Dear Sir,

This is to certify that M/s (name of the bidder with address) (hereinafter referred to as Customer) is an existing customer of our Bank.

The Customer has informed that they wish to bid for IGGL's RFQ/Tender no. dated for(Name of the supply/work/services/consultancy) and as per the terms of the said RFQ/Tender they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly, M/s (name of the Bank with address) confirms availability of line of credit to M/s (name of the bidder) for at least an amount of Rs. _____

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp

F-10

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

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

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

Year	Amount (Currency)
Year 1: 2018-19	
Year 2: 2019-20	
Year 3: 2020-21	

B. 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.**
- 3.0 Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them.**

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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

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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.

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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) 'and M/s, a company incorporated under the laws of, and having its registered/principal office at (herein after called the 'Member – III/ 'Third Member' which expression shall include its successors, executors and permitted assigns), for the purpose of making a bid and entering into a contract (in case of award) in response to bid document no..... for the work of **(Name of Project) of M/s (herein after called the 'Owner').**

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

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

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

NOW THIS INDENTURE WITNESSETH AS UNDER:

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

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

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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.

<p>1. Seal of M/s. has been affixed in my/our presence pursuant to Board Resolution dated Signature</p>	<p>For M/s. (..... Member (Signature of authorised Representative) Name: Designation:</p>
---	---

<p>1. Seal of M/s. has been affixed in my/our presence pursuant to Board Resolution dated Signature</p>	<p>For M/s. (..... Member-II (Signature of authorised Representative) Name: Designation:</p>
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<p>1. Seal of M/s. has been affixed in my/our presence pursuant to Board Resolution dated</p>	<p>For M/s. (..... Member-III (Signature of authorised Representative) Name:</p>
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F-12

BIDDER'S QUERIES FOR PRE-BID MEETING

To,

M/s. IGGL

TENDER NO: IGGL/GHY/C&P/HR/OFFICE-VEH/11-21 (E –TENDER NO. IGGL-100027)

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 BIDDER: _____

NAME OF BIDDER : _____

F-13

E-Banking Mandate Form

(To be issued on vendor's letter head)

1. Vendor/customer Name :
2. Vendor/customer Code :
3. Vendor /customer Address :
4. Vendor/customer e-mail id:

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Date

(Signature of authorized officer of bank)

F-14

FREQUENTLY ASKED QUESTIONS (FAQs)

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

SUB: HIRING OF VEHICLES ON MONTHLY AND CALL DUTY BASIS FOR INDRADHANUSH GAS GRID LIMITED, GUWAHATI.

TENDER NO: IGGL/GHY/C&P/HR/OFFICE-VEH/11-21.

Dear Sir,

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s _____(Name of the bidder) have submitted our offer/bid no.

We, M/s _____(Name of the bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/ holiday/banning list (as per polices of INDRADHANUSH GAS GRID LIMITED (IGGL) in this regards), if we are in breach of our obligation(s) as per following:

- (a) Have withdrawn/ modified/amended, impairs or derogates from the tender, my/ our Bid during the period of bid validity specified in the form of Bid, or
- (b) Having been notified of the acceptance of our Bid by the INDRADHANUSH GAS GRID LIMITED (IGGL) during the period of Bid Validity:
 - i. Fail of refuse to execute the contract, if required, or
 - ii. Fail of refuse to furnish the contract performance security, in accordance provision of the tender document.
 - iii. Fail or refuse to accept "arithmetical correction" as per provision of the tender document.
- (c) Having indulged in corrupt/fraudulent/ collusive / coercive practice as per procedure.

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

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PART(S) FOR WHICH BID IS SUBMITTED

TENDER NO: IGGL/GHY/C&P/HR/OFFICE-VEH/11-21 (E-TENDER NO. IGGL-100027)

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



SECTION-VI

SCOPE OF WORK

&

SPECIAL CONDITIONS OF CONTRACT

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For Part A

GENERAL

SPECIAL CONDITIONS OF CONTRACT

(For the contract of hired vehicles on MONTHLY basis)

SUBJECT: HIRING OF VEHICLES ON MONTHLY AND CALL DUTY BASIS FOR INDRADHANUSH GAS GRID LIMITED, GUWAHATI.

1.0 Scope of Work

- 1.1 The special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates and any other documents forming part of contract, wherever the context so requires.
- 1.2 Where any clause, sub-clause, etc. of the General Conditions of Contract is repugnant to or at variance with any provision(s) of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall, to the extent of such repugnancy, or variations, prevail.
- 1.3 Wherever, it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4 The intending bidder shall be deemed to have visited the site. Non familiarity with site conditions and unawareness of General Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with specifications.
- 1.5 Bids of Joint Venture/Consortium not acceptable.
- 1.6 The vehicle shall necessarily have TAXI/COMMERCIAL PERMIT.
- 1.7 No sub-contracting shall be allowed without permission of the Company.
- 1.8 The vehicles, taken on hire with the approval of the Authorized Representative/ Engineer- in-charge for regular duties under the contract shall not be changed/replaced by the contractor normally during currency of contract except for its being defective in which case another hired vehicle of equivalent or higher specifications/model shall be provided by the contractor. The replaced vehicle will be

accepted only if it has all valid documents for which the decision of the Engineer-in-charge or its Authorized Representative will be considered as final.

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

2.0 GENERAL DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

- 2.11 "PRO-RATA HOUR RATE" means a rate arrived at by the following formula : for 24 hrs duty = (Monthly charges)/(30 X 24) hrs
For 12 hrs duty = (Monthly charges)/(30 X 12) hrs

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- 2.12 "REPORTING PLACE OF VEHICLES" means any operational site of the Company where a Vehicle shall normally report for duty. The normal Reporting place of Vehicles shall be as designated in the scope of work and actual location at the place of reporting will be intimated after placement of work order depending on the requirement and may be changed at any time during the currency of contract, if such requirement arises.
 - 2.13 "SCHEDULE OF RATES" rates to be filled/attached to this contract(s).
 - 2.14 "SEATING CAPACITY" means the number of passengers the Vehicles can carry including the driver.
 - 2.15 "SUITABLE SUBSTITUTE" means similar Vehicle of equivalent or higher model not earlier than Year of Manufacture specified in Scope of Work for respective vehicle subject to acceptance by EIC/Authorized Representatives.
 - 2.16 Vehicle: As per the specifications & it means contract carriage of a light passenger motor vehicle fitted with all necessary fittings and accessories, along with valid registration, Taxi permit and insurance document and driver. The Vehicle must be diesel driven for the specified vehicles in the SOW.

3.0 PERIOD OF CONTRACT:

- 3.1 The contract will be valid initially for a period of 36 months from the date of initial date of deployment as mentioned in the SOR/Scope of Work, commencing within one month from the date of LOA or from the dates of deployment of vehicles whichever is earlier. However, the individual vehicle or a "category" of vehicles will have a contract period ending along with the initial vehicle deployment. Provision of time extension for further one year at the sole discretion of Authorized Representative only at the same rate, terms and conditions. The rates will remain firm during the tenure of the said contract including the time extension.
- 3.2 In case, contractor fails to place the prescribed vehicles within 30 days from the date of intimation by concern Officer/Authorized Representative, grace period of 15 more days shall be allowed for which penalty shall be imposed as shown here in under:-

DELAY PERIOD - Per Day/Per Vehicle
Beyond 31st till 45th day - Rs. 1000/- Vehicle.
- 3.3 If the vehicle is not placed even after 45th day from the date of intimation by the concern Officer/Authorized Representative, then the contract may be cancelled without prejudice the Company's right to forfeit the Earnest Money Deposit/ Security Deposit and other rights available under the contract.
- 3.4 The contract normally stands terminated after the expiry of the period of the contract. However, the Company reserves its right to terminate the contract at any

time by giving 30 days notice in writing without assigning any reason thereof. The contractors shall not be entitled for any compensation thereof.

4.0 SCOPE OF CONTRACT:

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

5.0 OPERATIONAL NORMS & CONDITIONS :

- 5.1** The Vehicles are required to report to concern office/location as per direction of Officer designated/Engineer-in-Charge and may require to stay overnight on temporary duties.
- 5.2** The contractor shall be required to deploy the Vehicles confirming to the specifications with all-requisite factory fitted accessories, tools, and accessories including spare wheels and the other equipment as per the M. V. Act / rules in force.
- 5.3** The contractor shall maintain the Vehicles in absolute good working condition. If any Vehicle develops defects while on duty the contractor shall immediately replace it by a suitable substitute within a period of two hours or arrange satisfactory repairs. In case of failure of the contractor to repair the vehicles or to provide the substitute vehicle, payment for the day(s) of absence will be deducted, to be calculated on pro-rata basis. If the Company makes alternative arrangement, the contractor shall have to bear the difference of the cost incurred in the alternative arrangement made by the Company in addition to deduction of day(s) payment.
- 5.4** The contractor is to provide Vehicle(s) for the duty with tank full of fuel and sufficient money with the driver to meet with any exigency for all the notified requirements for long distances/outstation duties. In case of failure of the vehicle enroute for want of fuel or otherwise and the accompanying Driver shows his inability and the Company's employee/officer or any other authorized person utilizing the vehicle has to incur expenditure for making good the vehicle by refuelling or any other act which is recorded in log book by the utilizing person, recovery of such expenses shall be double the amount spent by the utilizing person along with a day's hire charges calculated on pro-rata basis and these amounts shall be recovered from the Contractor's bill.
- 5.5** In case the hired vehicle(s) is totally damaged due to an accident, the Contractor will provide alternate vehicle(s) of similar / matching type within "seventy-two [72] hours" from the occurrence of the accident. In case of non-compliance, penalty "@Rs.1,000.00 per day for each no. of vehicle" will be imposed on the Contractor. Further, the Contractor will provide the vehicle(s) of similar specifications on his risk and cost within "30 [thirty] days" from the date of accident, failing which a penal recovery of Rs.1000.00 per day per vehicle will be imposed for not providing similar specification vehicle(s).

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- 5.6** Drivers of the Vehicles normally should not be changed during currency of contract. The contractor shall ensure that the driver(s) provided on vehicles is/are well dressed, smart in turnout and is/are disciplined, courteous and behave properly with the Company's personnel.
 - 5.7** The contractor shall withdraw such driver from duties, who do not behave in a proper/disciplined manner or who resumes work under the influence of liquor, etc. The Company's decision in this regard shall be final and binding on the contractor. In case of failure of the contractor to withdraw such driver(s) from duty, the Vehicles shall not be accepted for duty and shall be considered as vehicle(s) not provided by the contractor and penalty as applicable shall be levied.
 - 5.8** Contractor shall provide proper upholstery for the vehicle along with a pair of uniforms of 'light grey colour' or any other as approved by concern officer, stitched in standard uniform pattern & shoes to every driver provided with the vehicle(s). In case, the driver is not presenting himself for duty in proper uniform, penalty "@Rs.200.00 per such occasion" will be imposed on Contractor. Decision of the concern officer will be final & binding on the Contractor in this regard.
 - 5.9** In case of air-conditioned vehicles, a penalty @ Rs. 500.00 per day per vehicle shall be levied, if the AC is not working.
 - 5.10** The Contractor shall have to make his own arrangements for the stay of his staff including night-halt, etc. at his own risk and cost and also for repairs and fueling, etc. of the hired vehicle(s) as per requirement. However, the Company shall pay "night halt" charges as mentioned in SOR in case vehicle(s) are deputed for outstation duty and required to stay overnight and the contractor shall ensure payment of amount for "Night Halt" to the driver.
 - 5.11** The contractor will be required to supply vehicles only confirming to the specifications of the tender as and when ordered to do so. During the continuation of the contract in exceptional circumstances Company may however, accept a suitable substitute vehicle other than those as specified in the tender subject to imposing the penalty as specified in clause no. 20 of SCC of the tender.
 - 5.12** In case Vehicle(s) is withdrawn from duty by the contractor or if he fails to provide a substitute or provide a Vehicle which is not in acceptable condition, no payment shall be made to the contractor for those day(s) against the Vehicle and imposing the penalty as specified in clause no. 20 of SCC of the tender which shall be recovered from the bill(s) of the contractor without any notice.

For a day = Monthly Charges/ 30 days

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

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

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

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

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

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

5.18 Regular Vehicle shall be given one day off in a month based on requirement for maintenance to keep the vehicle in good running condition. However, contractor has

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to provide suitable substitute / replacement vehicle during maintenance period. In case of failure, penalty would be made as per clause no. 20 of SCC of the tender.

5.19 A) The Contractor should produce necessary ESIC Code before commencement of work and will ensure ESI numbers for all the drivers within 15 (fifteen) days from the commencement of contract and shall ensure payment of monthly employer's and employee's contributions and workmen who are not covered under ESI Act, the Contractor should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same to IGG Limited.

B) Contractor should produce necessary EPF Code before commencement of Work. The contractor shall also ensure UAN for all the drivers within 15 (fifteen) days from the commencement of contract and shall regularly deposit the PF contribution (amount deducted from the employee's wages and employer's contribution) irrespective of the ceiling limit and shall cover all eligible employees under the provisions contained in EPF Act 1952 and subsequent amendment thereof as notified from time to time of the applicable rules and regulations.

5.20 The contractor is responsible to ensure registration through shramsuidha and obtain necessary applicable license under the provisions of Contract Labour (R&A) Act, 1970 from the office of ALC (Central), Ministry of Labour, Govt. of India for the respective States.

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

5.22 The contractor shall discharge, obligations as provided under various statutory enactment including the employees provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages ACT, 1948, payment of Wages Act 1936, Workman Compensation Act 1923 and other relevant acts, rules and regulations enforced from time to time. Minimum wages, PF and ESI shall be considered mandatory items as a welfare measure. Hence, the amount paid by the contractor in fulfilling these statutory compliances with all applicable rules and regulations amended from time to time shall be paid to the contractor.

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

5.24 A) The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month. Contractor shall ensure payment of wages to the person employed and meet

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all statutory obligations of payment as per Minimum Wages Act 1948 and payment of wages Act 1936.

B). The contractor shall ensure that the wages are paid by him to his/their workmen directly and that no amount by way of commission or otherwise is to be deducted or recovered by the intermediary from the wages of the workmen. The contractor shall maintain a register showing names & address of the workers engaged along with photographs of each person along with all other statutory records / registers etc. and shall produce the same for inspection on demand by the EIC/SIC or such other person so authorized by the company.

- 5.25** While conforming to any of these conditions, the contractor should ensure that no applicable act or rules regarding labour, welfare, conduct, etc. is violated. The contractor shall indemnify IGGL for any action brought against him for violation, non-compliance of any act, rules & regulation there under.
- 5.26** All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be ensured that no personnel engaged by the contractor is suffering from communicable disease.
- 5.27** The Vehicles shall not leave the duty point for any purpose (including refuelling) without the specific permission of the user.
- 5.28** In the event of the vehicle drivers asking any amount from the user of vehicle towards expenditure like diesel, consumables etc. IGGL will deduct double the amount from the contractor bills without any notice.
- 5.29** The contractor shall pay tentative amount for Night Halting charges to the driver before undertaking outstation journey or trip.
- 5.30** The duty hours and kilometer run of the hired vehicles shall be counted from the reporting time of the hired vehicle initially reported for IGGL duty at the designated place. No hire charges shall be paid to contractor for the kilometer run from its place of parking to the reporting place & vice versa. The vehicles will be required to report for duty at a particular nominated site/place. In case it is required to report at any other place directly, kilometer run from the nominated site to the reporting site is payable and no other charges shall be paid.
- 5.31** The Contractor's staff shall abide by the existing security and safety rules/regulations/precautions as per instructions given from time to time. The Contractor and his employees may also be required to pledge secrecy and non-divulgence of the nature of work of IGGL that may prejudice the interest of IGGL.

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- 5.32** IGGL shall not be responsible for any claim/compensation that may arise due to damages/injuries/pilferage to Contractor's vehicles/property/drivers, other staff, etc. under any circumstances while the hired vehicle(s) is engaged on IGGL's duty.
 - 5.33** The Contractor shall ensure that his drivers refrain from smoking while driving the vehicle, be polite and well behaved and should not use any abusive language. Driver (s) also to ensure that no inflammable substances of any nature, form etc. should be carried by vehicles at the installations, camp stations, stores, yards, etc. while on duty. The Contractor's employees shall ensure that they abide by usual and special rules regarding the safety and security measures while on duty with IGGL as per directions of the representative(s) of IGGL at the worksite.
 - 5.34** Contractor(s)/driver(s) shall arrange to park the vehicle(s) at a designated place at his risk & cost. However, the Contractor shall be liable to provide the hired vehicle(s) to the concerned user(s) within "one [01] hour" of intimation from IGGL.
 - 5.35** Bidder must possess a valid registration under "The Motor Transport Worker Act 1961" (wherever applicable). The Act is applicable on employing five or more motor transport workers, as per Section-1 of The Motor Transport Worker Act 1961.
 - 5.36** The above vehicles shall be having taxi permit and should be registered in the name of Firm/Bidder in case of Proprietorship/Partnership concern and in the name of the Firm / Company for other than Proprietorship/Partnership concern.
 - 5.37** The contractor shall be solely responsible and indemnify the IGGL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
 - 5.38** The Contractor will have to provide spare wheel(s) in good condition with the vehicle(s) to meet any eventual breakdown en-route requiring minor repairs developed during journey.
 - 5.39** The contractor shall indemnify IGGL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
 - 5.40** The contractor shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
 - 5.40.1** The contractor is required to maintain registers and records as required under different laws.
 - 5.41** The contractor shall take care of the health insurance of all their employees and workmen deputed for this work.

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- 5.42 The contractor will deploy adequate number of qualified & experienced personnel to discharge the contractual obligations effectively.
 - 5.43 The Vehicles should be fitted with good quality seat covers on the seats which should be washed time to time.
 - 5.44 Vehicles shall be fitted with good quality music system, Reading Light, Perfumes, Fire extinguisher, First-aid box, etc. In case of non-provision of any item, a penal recovery of Rs. 50/- per day will be made from the bill.
 - 5.45 The driver should be conversant with local language preferably having knowledge of Hindi & English.
 - 5.46 The rates quoted per vehicle per month shall include all charges for permits, taxes & all statutory payments except Parking charges, Night halt charges, entry tax/ toll Tax and wages for drivers. The charges for entry tax/ toll tax, parking charges and night halt charges shall be reimbursed on production of receipts of concerned authorities / duly certified challan.

6.0 DOCUMENTS& CONDITIONS OF VEHICLES:

- 6.1 The Vehicles should be fit in all respects for operations in accordance with Motor Vehicle Act, the rules and the existing laws are applicable from time to time. The Vehicle(s) must be equipped with valid documents i.e. Registration Book, Taxi Permit, Pollution Control Certificate, Insurance Certificate, Fitness Certificate(s), permits which include all permits for towing with taxes, fees levies paid up to date during the currency of the contract. This shall include Annual permits/temporary road permits, etc., if any required during and for the duty with IGGL. The responsibility of any lapse in this regard shall be that of the contractors/vehicle owners exclusively. IGGL, its officers/employees shall in no way be responsible for any lapse/default of the vehicle owner/contractor and IGGL, its officers/employees shall be completely indemnified and kept harmless by the contractor against such default.
- 6.2 The vehicles provided to Indradhanush Gas Grid Limited must have registration not earlier than 01-12-2021. Further a vehicle which has already run more than 10,000 Kms will not be acceptable.
- 6.3 The vehicles should be in tip top condition, neat and clean and should be roadworthy. The interiors of the vehicles including seat cover should be neat and clean.
- 6.4 The vehicles provided by the contractor should have sufficient fuel for journey assigned.

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7.0 LABOUR LEGISLATION AND OTHER ENACTMENTS:

- 7.1** The contractor shall strictly follow and abide by the rules and regulations of Motor Vehicles Act, Motor Vehicle Rules, Pollution Control Norms and other relevant Central/ State legislation's and orders, rules and regulation of Central/State Government and other authorities. The contractor agrees to indemnify and hold IGGL and its employees harmless for/against any loss, expenditure and claims penalty, etc. of whatsoever nature to IGGL in this regard due to the non-fulfilment of the obligations and violation by the contractor.
- 7.2** Registration with Labour Commissioner, the Contractor shall be required to register with Labour Authority of appropriate Government having jurisdiction as per "Contract Labour Rules 1971", or any other Labour rules/regulations/laws, applicable from time to time. This shall be required immediately after the acceptance of the Tender. The Contractor shall comply with all the applicable Labour Laws.
- 7.3** The contractor will be fully responsible for any and all disputes arising out of any Labour act, Motor vehicles act, Income Tax Act, Payment of Wages Act, Pollution Control Act, Mines Act, EPF Act, Industrial Disputes Act, etc. and will settle the same at his/her own. It is the responsibility of the contractor to pay the driver/any employee as per Labour law/ Payment of Wages Act in force and in case of failure of any claims, contractor is personally responsible.
- 7.4** The contractor must indemnify IGGL And its employees against any liquidated damages incurred as the principal employer for any failure of contractor to honour the various Central/State/Local self-body laws/enactment's in this respect.
- 7.5** The Contractor shall exclusively be liable for non-compliance of the provisions of any act, law, rule or regulation having bearing over engagement of workers, directly or indirectly for execution of the Contract.

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

The Contractor agrees to and does hereby accept full & exclusive responsibility for compliance of all obligations imposed and further agrees to defend, indemnify and hold IGGL harmless from any liability/penalty which may be imposed by the Central, State or local authority and also from all claims, suits or proceedings that may be brought out against IGGL arising under, growing out of or by reason of the work

provided for by this Contract irrespective of the fact that whether it is brought by employees of the Contractor, by third parties or any Central Government, State Government or Local authority under any act or rule framed there under. The Contractor shall indemnify IGGL against all losses or damages caused to it on account of acts of the personnel deployed by him.

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

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

(a) Name, Address & Registration No. of such Person/Contractor (b) Name & Address of the Person/Contractor receiving Taxable Service (c) Description, Classification & Value of Taxable Service provided (d) Service Tax Amount Payments to Service Provider for claiming Service Tax / GST amount will be made provided the above formalities are fulfilled. In case of statutory variation in Service Tax / GST during currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of Service Tax / GST / statutory variation in Service Tax / GST, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential Service Tax / GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

9.0 VEHICLE INSPECTION (PERIODIC AND RENEWAL INSPECTION):

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

Any certificate obtained or produced by the contractor stating the condition of the vehicles offered/placed at the service of IGGL by any officer of Central or State

Government Authority such as M.V.I. etc., as satisfactory shall not be binding on IGGL. IGGL has an absolute right to accept or reject the same.

10.0 LOG BOOK MAINTENANCE:

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

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

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

11.0 ACCIDENTS / DAMAGES / CLAIMS LIABILITIES:

11.1 In the event of any accident or damages while the vehicle(s) is on the duty of IGGL shall be completely free from any liability of any nature connected with the accident/damage(s). The contractor himself will be fully and exclusively responsible for any damage to vehicle(s) or any personal injury to driver or any other person in the employment of the contractor, occupants of the vehicle(s) or any person(s) or damage to any property or person. This includes any third party claims. However, if the damage or loss is incurred by IGGL or its employees as a result of any accident or any other reason involving the failure of the vehicle(s)/driver, the contractor shall reimburse on demand and without any demur the compensation/damages if any sustained by IGGL on this account.

11.2 The contractor will be solely responsible for any consequences under laws, arising out of any accident caused by the vehicle(s)/equipment to the property or personnel of IGGL. The contractor shall also be responsible for any claim/compensation that arises due to damage/cause or injuries sustained by any third party/parties/including life

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permanent injuries etc., by his/their vehicle(s), in addition to damages/disabilities/death etc. of IGGL's employees/property. The contractor shall reimburse on demand and without any demur the compensation/damages if any sustained by IGGL on this account.

- 11.3 The contractor himself will be responsible for any damage to the vehicle(s) or any personal injury to driver or any other person in the employment of contract(s) while vehicle(s) equipment(s) are on IGGL duty.
- 11.4 IGGL shall not be responsible for any claim/compensation that arises due to damages/injuries/pilferage to the contractor's vehicles/property under any circumstances while the vehicle(s) equipment(s) were/are/is engaged for IGGL's duty by him.
- 11.5 It is the responsibility of the contractor to inform the user of the vehicle as well as the concern officer the occurrence of any accident involving his/their vehicle(s) as early as possible to avoid any disruption of IGGL's operations, provide substitute vehicle and submit a detailed report to the concern officer / EIC within 24 hrs for the record of IGGL.
- 11.6 Absence of vehicle due to any accident shall not entitle the contractor for any exemptions from the liabilities of the contract whatsoever. Arrangement of the alternative/substitute is the responsibility of the contractor.

12.0 INSURANCE:

- 12.1 Hired vehicle(s) should be fully / comprehensively insured by the contractor, at his own cost covering all risk and liabilities including strike & riots.
- 12.2 All liabilities arising out of the accidents, disturbances to the vehicle(s) operations of IGGL will rest upon the contractor.
- 12.3 The copies of documentation in respect of insurance shall be submitted to IGGL on the date of placement of vehicle and renewals made subsequently shall be submitted in time.
- 12.4 The agency shall provide insurance coverage to its staff including driver & Cleaner of vehicle at his own cost.

13.0 RATE:

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

13.2 The rates, offered should include all expenses fuel, oil, lubricants, establishment, all expenses on drivers like uniform, mobile handset, safety shoe i.e. whatsoever is required for the specific performance of this contract including service tax. Such expenses shall include expenses on Regional Transport Authority and Government local and Municipal Authorities dues, comprehensive insurance, local services and any other expenses wherever or whatsoever necessary for the continuance/operation of such services including permits, repair and maintenance including the provisioning of the breakdown/ maintenance reserve taxi, etc. provided that the maintenance of reserve taxi should not be allowed beyond reasonable time i.e. maximum 7 days unless otherwise approved by the concern officer & subject to applicable deductions under clause no. 21 if not approved by the concern officer.

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

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

INNOVA CRYSTA 2.4 G Plus 7 STR, Honda Amaze EMT Pearl Premium, Maruti Swift D'zire LXI

Additional Run of Beyond Fixed Kms : Rate as specified in LOA.

Night Halt charges shall be paid as per the rate specified in the LOA.

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

13.4 In the event of vehicles exceeds the fixed Kms run during the currency of the contract. The payment of extra kilometer run shall be made on yearly basis as per following formula: Amount for Extra Kms Run = $[A - (12XF)] \times R$

Whereas

A = Total of actual Kms run in a year.

F = Fixed Kms run per month as per SOR item.

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

In case of extra kilometre run in respect of deployed vehicle (s), the calculation of extra kilometre run shall be calculated by clubbing all deployed vehicles irrespective of the types/categories of the vehicle for payment as per above formula as the rates are same for all. If in any month, aggregate km run exceeds the fixed mileage envisaged under the contract and paid for at lump sum rate, the excess mileage will be paid extra as per the SOR only. The payment of excess aggregated km will be made on the basis of per month only. However, complete rationalization of extra km run shall continue upto the conclusion of the contract and net extra km run shall be

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arrived after adjusting the km run against shortfall in the preceding months. Accordingly, adjustments shall be made in the final bills.

14.0 ESCALATION / DE-ESCALATION:

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

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

N

Whereas

R = Total KM run during the month

I = Increase/decrease Price of fuel/ Per ltr (Kg for CNG) N = Mileage of the vehicle (approx.) i.e. N= 12

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

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

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

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

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

15.0 BILLING AND PAYMENT:

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

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in all respects will be processed and paid by the concerned F & A Department, if everything is found to be in order.

- 15.2 IGGL has initiated payments to suppliers and Contractors electronically and to facilitate the payments electronically, the bidder should submit his account details in enclosed format to facilitate payments through e-Banking/ RTGS/NEFT mode. Format for vendor bank account detail is enclosed Format.
- 15.3 No claims whatsoever will be considered for increasing the charges during the period of agreement / extended period on basis of this tender.
- 15.4 Payment will be released for the correctly made bills normally within 15 working days from the date of submission of bills duly certified by the officer concern/authorized person. IGGL shall not pay any interest for any delayed processing of bills.
- 15.5 No interest shall be payable on withheld amounts.
- 15.6 Recovery of Income Tax applicable as per Income Tax Act from the bills.
- 15.7 Applicable GST should be inclusive in quoted rate and breakup of GST to be indicated in SOR.
Final payment will be released on submission of No Objection Certificate and Indemnity Bond in the prescribed formats attached as Annexure I & Annexure II respectively to Special Conditions of Contract.
PAYING AUTHORITY shall be intimated at the time of award to the successful bidder.

16.0 SECURITY DEPOSIT / BANK GUARANTEE:

- 16.1 The contractor shall furnish a total security deposit amount equivalent to 3% of the annualised contract value. The contract value considered for security deposit amount is excluding GST.
- 16.2 IGGL shall have right to recover from the security deposit/bank guarantee the balance amount, if any, which could not be recovered from the payments to the contractor under any of the clause of this contract.
- 16.3 The contractor shall be liable to pay further balance of recovery / claim if any, which could not be recovered from the payments to the contractor and/or from the security deposit/bank guarantee.
- 16.4 IGGL shall pay no interest on the Earnest Money or Security Deposit or performance guarantee furnished by the contractor.
- 16.5 The Bank Guarantee is towards performance guarantee for satisfactory performance of contract. The Bank Guarantee should be valid for 3 months beyond the original

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contract period and extension (if any). In the absence of such validity payments, all dues to the contractor will be withheld. On production of performance guarantee Earnest Money Deposit will be released.

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

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

17.0 TERMINATION:

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

17.1 In the event of the contractor going into liquidation or winding up his business or making arrangement with his creditors, IGGL shall have the right to terminate the contract without prejudice to any other rights/remedies.

17.2 In the event, if it is found that contract has been procured by submitting incorrect or incomplete statements by the contractor or by making any misrepresentation including submission of forged documents.

17.3 If in the opinion of IGGL, the contractor has delayed or suspended the execution of work, the facilities and Vehicles etc., offered by the contractor to be inadequate for effective completion of the job.

17.4 In the event of any breach of the terms and conditions of the contract by the contractor or if the contractor is found to be indulging in activity subversive to IGGL's interest or activity prejudicial to the interests of IGGL and for any other good or sufficient reasons.

17.5 Upon such termination of the contract the security Deposit is liable to be forfeited and Bank Guarantee to be invoked.

Notwithstanding anything contained above, IGGL may, as its sole discretion, terminate this contract by giving the contractor 30 days written notice to the effect, without assigning any reasons whatsoever. The contract shall be deemed to have expired on expiry of the original period of Thirty Six (36) months unless extended.

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18.0 FORCE MAJEURE

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

19.0 PRICE REDUCTION SCHEDULE [PRS]

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

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

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

OR

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

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

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

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

20.0 RECOVERY(S) IN THE EVENT OF FAILURE(S) BY THE CONTRACTOR(S)

SI No.	Clause No. [of SCC]	Particulars	Penalty
1	3.2	After the specified period of deployment of vehicle, as has been mentioned at Clause-3.2	INR 1,000.00 per Day/ vehicle
2	5.3,5.4, 5.10,5.11, 5.12	Non fulfilment of conditions specified	INR 1,000.00 per Day/ vehicle
3	5.5	Non-deployment of alternate vehicle of similar/matching type within seventy-two [72] hours from the occurrence of accident. In case Contractor does not provide another vehicle of similar specifications within thirty [30] days from the date of accident, the Contract will be liable for cancellation/termination.	INR 1,000.00 per Day / vehicle
4	5.7	In case cotton seat-covers are not clean / available and/or upholstery of vehicle is not washed / dry-cleaned / changed at least 'once in a month'.	INR 200.00 per Incident per day/ vehicle
5	5.8	In case of air conditioned vehicles, if the AC is not working	INR 500.00 per day per vehicle / day
6	5.7	For each occasion of non-wearing of uniform, including shoes by the drivers.	INR 200.00 per Incident per day / vehicle
7	5.18	Non-deployment of similar/matching type of vehicle when the deployed vehicle is taken away for routine-servicing /maintenance.	INR 1,000.00 per Day / per vehicle
8		For violation of any provision of Contract	INR 500.00 per Incident per day / vehicle

A. Other Compliances under various Labour Laws:

1. The Employees Provident & Miscellaneous Provisions Act 1952:

The contractor shall have his own PF code no. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952 and extend benefits of Employees Provident Fund 1952, Employee Deposit Linked Insurance 1976 and Employee Pension Scheme 1995 to contract workers deployed.

The contractor should submit copies of separate e-Challans/ ECR, in respect of contract employees employed by them in IGGL through this contract only, with acknowledgement from PF office, on a monthly basis as a compliance of communication received from PF Authorities vide 24.03.2014 wherein it was observed by PF Authorities that depositing one single challan for labour supplied at various establishments keeps Principal Employers in dark and gives opportunity to contractors to cheat Principal Employer and Contract Employees both. Hence, such common challans would not be acceptable in IGGL.

PF is mandatory irrespective of the wages paid by the Contractor to workers i.e. even workers drawing wages more than Rs. 15,000/- pm has to be made a member. The exclusion be carried out as per provisions of EPF Scheme 1952.

2. The Payment of Wages Act 1936:

Ensure Monthly timely disbursement Wages, avoid illegitimate deductions and of maintained records /returns as prescribed

The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by the 7th day of the subsequent month in the presence of Engineer-in-Charge.

After disbursement of wages, the authorized representative and Executive In-Charge have to certify the payment of wages to the contract workers and sign the e-banking wage sheet/bank statement jointly.

In case the payment/disbursement carried out through net banking, certification be done based on Bank Statement in the same manner.

3. The Minimum Wages Act 1948:

Ensure the Minimum wages as prescribed in the Schedule above monthly without further bifurcation of the same. The Minimum Wages in case of revision shall be revised and paid to the Contractor workers and claim to be submitted by the Contractor for disbursement of differential and other statutory compliance under EPF

Act and ESIC. The rates of Minimum Wages declared by Central Labour Department or State Labour Department, whichever is higher, shall be made applicable during the tenure of contract.

4. **The Employees State Insurance Act 1948:**

The contractor shall have his own ESI code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act 1948.

The contractors shall submit the Separate e-Challans / ESI Detail sheet along with bank receipts/bank statement on monthly basis as a part of compliance and proof of depositing of ESI contribution with ESI Authorities.

All workers to be covered and extended the benefits as prescribed

The contractor is required to deposit ESI contributions through banks with Employee State Insurance Corporation on monthly basis and has to arrange Smart Cards to contract labours engaged by him from the Corporation.

5. **The Workmen's Compensation Act 1923:**

In case the WORKPLACE is out of the notified area under ESIC i.e. ESIC non-implemented area and in case of excluded employees under ESIC (i.e. wages more than Rs. 21,000/-), the Contractor is required to take a POLICY from IREDA approved Insurance Company taking into consideration the maximum liability under Employee Compensation (i.e.EC) and Medical Policy in lieu of ESI @ 3.25 % of wages and seek reimbursement from IGGL the EMPLOYER annually extending coverage to all workers.

6. **The Payment of Gratuity Act 1972:**

In case of Death or disablement of a Contract worker during execution of work under the CONTRACT, Contractor has to pay the GRATUITY as per provision under the Payment of Gratuity Act 1972 and claim for the same along with proof of disbursement.

7. **Contract Labour (R&A) Act, 1970:**

The contractor is required to obtain Labour license under the provisions of Contract Labour (R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority, Ministry of Labor and Employment, Govt. of India having jurisdiction of the Region.

The contractor shall discharge obligations as provided under Contract Labor (R&A) Act, 1970 rules, and regulations framed under the same and enforced from time to time.

The Contractor shall ensure Regular and effective supervision and control of personnel, if any, deployed by him and give suitable direction for undertaking the

Contractual Obligation and meeting all statutory obligation for genuineness and non- camouflaged state of the Contract.

Contractor shall provide proper identification cards for his employees to be deputed by him for Work/Services, duly signed contractor on behalf of contractor. Also, the contractor should obtain entry passes from Security Dept. through Engineer-in-Charge for his employees.

DOCUMENTS TO BE SUBMITTED BY THE AGENCY/CONTRACTOR TO ENGINEER-IN-CHARGE AT VARIOUS STAGES DURING THE CURRENCY OF THE CONTRACT:

I) *Immediately after issuance/receiving of Letter of Acceptance (LOA):*

1. Application for issuance of Form –III for obtaining Labour License from Licensing Authority for engaging 20 or more contract workers.
2. Copy of Labour License before the commencement of work if 20 or more contract workers are engaged.
3. List of person along with designation, Employee No., PF account, ESI card No., Insurance coverage No. etc.
4. Copies of Appointment Letters to the Persons to be engaged in IGGL by the contractor.
5. Copies of Employment/Identity Card issued by the Contractor to the Contract Workers to be engaged in IGGL.
6. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
7. Copy of FORM 5 submitted by the contractor to Regional Provident Fund Commissioner in respect of contract workers who are eligible to become members of the fund for the first time along with copies of declaration in form 2 furnished by such contract worker.
8. Copies of allotment of Provident Fund A/c No. and contribution cards of all the individual contract workers engaged by him.
9. Copy of Employee State Insurance Registration Certificate issued by concerned ESIC (wherever applicable).
10. Copies of return in FORM 3 submitted by the contractor to the ESIC with respect to declaration by contract workers for enrolment with ESIC.
11. Copies of ESI identity/smart Card of persons to be engaged in IGGL

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12. In case ESI is not applicable, copy of insurance coverage/policy along with details of contract workers and sum assured in terms of Employees Compensation Act, 1923 and copy of renewal of policy from time to time.

II) At the time of submission of monthly bills:

1. Monthly bill duly certified by the contractor or his authorized representative along with KMs Calculation sheet, Escalation/De-Escalation Sheet.
2. Copy of wage register duly certified by the contractor or his authorized representative and EIC of in IGGL.
3. Copy of e-banking wage sheet/bank statement duly stamped by designated bank and duly certified by the contractor or his authorized representative and IGGL EIC.
4. Copy of e-banking wage sheet duly certified by authorized representative(s) of the contractor and IGGL Certifying as "Certified that the amount shown in the column No has been paid to the workman concerned through e-banking on ----- (date) at (place)".
5. Copy of PF Challan with valid TRRN, Electronic Challan cum Return (ECR) and bank remittance slip for the proof of deposit of Provident Fund contribution with RPFC along with details of employees and Provident Fund A/C No duly stamped by designated bank.
6. Copy of Electronic Challan cum Return (ECR) and bank remittance slip for the proof of deposit of ESI contribution with ESIC along with details of contributions of employees and employer etc. for the previous month duly stamped by designated bank.
7. Duly filled in "Proforma-PFD", as per Annexure-I

IGGL shall maintain these records and verify the deposit of statutory contribution made by the contractors with EPFO/ESI authorities, where deemed necessary.

III) Evaluation of Bill and Release of Payment:

Bill should be evaluated based on the actual payment released/incurred under various heads of components as stated above. The Contractor to submit a Statement duly signed to the effect and the cost actually incurred as per timeline.

IV) At the time of closure of contract:

1. Indemnity Bond of Rs. 100/- duly notarized from Notary indemnifying IGGL from all liabilities w.r.t. the persons engaged by the contractor regarding payment of

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wages, Provident Fund/ESI contributions, Insurance and other payments. Perma Indemnity Bond is enclosed at Annexure-II.

2. Copies of Service Certificate in FORM XV issued to the Contract workers.
3. Copy of the Wage Register for the last month.
4. Copy of the ECR related to EPF and ESIC Compliance in respect of Contract Workers. Before making payment of the last bill/invoice of the Contractor, the appropriate authority (i.e. Payment Making Authority etc.) in IGGL, may verify from the EPF/ESI Portal, the detail/status of the deposit of Contribution made by the Contractor. In case the information furnished by the Contractor is found to be incorrect/ delayed, IGGL shall take appropriate action against the Contractor and communicate in writing for compliance in line with the regulations. In case any other documents if required, IGGL shall ask from the Contractor for the purpose of compliances and at the time of payments.

V) REGISTERS, RECORDS, AND RETURNS TO BE MAINTAINED BY THE CONTRACTOR:

Registers and Records to be maintained by the contractor shall be complete and up-to-date and kept at an office or convenient place within a radius of three kilometers from the workplace.

Contract Labour (Regulation & Abolition), Act, 1970 & Payment of Wages Act, 1936:

During the currency of the contract, the contractor has to maintain registers like:

- a. Muster Roll in FORM-XVIII.
- b. Register of Workmen in FORM-XIII
- c. Wage Register in FORM-XVII
- d. Register of Deductions in FORM-XX
- e. Register of Overtime in FORM-XXIII
- f. Register of Fines in FORM-XVI
- g. Register of advances in FORM-XXII
- h. Issuance and maintenance of Wage Slip in FORM XIX.
- i. Issuance of valid Identity Card by the contractor in FORM XIV.

Employee State Insurance Act, 1948:

During the currency of the contract, the contractor has to maintain registers like:

- a. Register of employees in FORM-6
- b. Accident Book in FORM-11

Employees Provident Fund & Miscellaneous Provisions Act, 1952:

- a. Monthly return in FORM 5 for employees qualifying for membership of the PF fund.
- b. Contribution card in FORM 4.
- c. Return of contribution card sent to the Commissioner on expiry of the Financial Year in FORM-6.
- d. Consolidated annual contribution statement in FORM 6. Copy of same should also be given to the individual contract worker and EIC every year.

ADDITIONAL ONLINE RETURNS:

As applicable the contractor has to maintain the Return submitted online on Shram Suvidha Portal of Government of India and submit a copy of the same to IGGL if demanded.

AT THE TIME OF CLOSURE OF CONTRACT:

- a. The contractor has to obtain No Objection certificate (NOC) from HR Department and submit Indemnity Bond of Rs. 100/- duly notarized from Notary indemnifying IGGL from all liabilities w.r.t. the persons engaged by the contractor regarding payment of wages, Provident Fund/ESI contributions, Insurance and other payments in Performa Indemnity Bond.

GENERAL

SPECIAL CONDITIONS OF CONTRACT

(For the contract of hired vehicles ON CALL basis)

1.0 Scope of Work

The scope of work is to provide following types of vehicles on hire at Indradhanush Gas Grid Limited (IGGL) on "Call Duty Basis Vehicle".

- 1.1 Sedan AC (Diesel) (Maruti Swift Dzire/ HyundaiXcent/ Ford Aspire/ Honda Amaze).
- 1.2 Premium Sedan AC (Honda City/Verna/Toyota Yaris/ Nissan Sunny/Maruti Ciaz).
- 1.3 Multi Utility AC vehicles (Toyota Innova Crysta)/Equivalent or Higher.
- 1.4 SUV AC Vehicle (Toyota Fortuner/ Ford Endeavour)

The vehicles shall have to operate in any place in the state of Assam / North East Region/ West Bengal as per the instructions of the EIC (Engineer in Charge) / OIC (Officer in Charge) of the contract.

In case of non-availability of a particular type of vehicle, the "equivalent" vehicle may be allowed after the approval of competent Authority of Indradhanush Gas Grid Limited. In case the contractor fails to arrange the vehicles as required they have to arrange nearest higher model vehicles as per the rate of the vehicle booked earlier by Indradhanush Gas Grid Limited. The vehicle must have valid registration of Guwahati or its adjacent areas.

2. Ownership of Vehicles

The above-mentioned vehicles must preferably be owned by the Contractor in his own name / Agency name or may be taken from others if the vehicles are attached to him by way of attachment Agreement / Attachment letter on behalf of the Agency by the owner of the vehicle and subject to satisfying of all tender conditions. The contractor must submit the list of vehicles owned by him or in attachment with him giving details like registration no, year of manufacture of the vehicle etc. The vehicles must have Commercial Registration and the vehicles should have valid permit to operate within the state of Assam / North East India / West Bengal.

3. Conditions of the Vehicles

- 3.1 The vehicles on hire provided to Indradhanush Gas Grid Limited must have registration not earlier than 01-01-2019. Further a vehicle which has already run more than 100,000 Kms will not be acceptable.
- 3.2 The vehicles should be in tip top condition, neat and clean and should be roadworthy. The interiors of the vehicles including seat cover should be neat and clean.
- 3.3 The vehicles provided by the contractor should have sufficient fuel for journey assigned.
- 3.4 The vehicles should have good condition spare tyre, medical box and there should not be any denting in the vehicle body.

4. Fixtures and Fittings

- 4.1 The car should have music system with FM facility.
- 4.2 AC's of the vehicles should be in excellent working conditions.
- 4.3 Umbrella, First Aid Box, Perfume, Tissue paper and Alcohol based Hand sanitizer should be kept in the vehicle.
- 4.4 Bottles of Mineral Water, one litre each, along with one National and One Local Newspaper should be kept in the vehicles.

5. Driver of the Vehicles

- 5.1 The driver of the vehicles should report for duty with proper uniforms and shoes.
- 5.2 Drivers should be provided with Safety Shoe by the contractor, if the vehicle is required to visit various project site of IGGL.
- 5.3 The drivers must be well behaved to the Guests and users.
- 5.4 Drivers should be of good character/health and antecedents.
- 5.5 Drivers should have knowledge about the routes and about the place where he is being sent.
- 5.6 The drivers should be provided with mobile phones by the contractor for the vehicle hired on "Call Duty Basis Vehicle" with both incoming and outgoing facility. All expense for providing mobile phones to driver shall be borne by the contractor. However the driver should not use mobile phone while driving.

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- 5.7 Drivers should be able to communicate with guests and users in local language & Hindi.
 - 5.8 The drivers deputed for duty by contractor should carry his driving license and other relevant documents of the vehicles (Up to Date - Registration, Insurance, and Pollution Certificate etc).
 - 5.9 During outstation trips the drivers should carry his personal belongings with him for overnight stay if required.

6. Kilometer:

- 6.1 The Measurement of distance in case of start of vehicle from contractor's office/Garage to Indradhanush Gas Grid Limited, and other regular destinations like Airport, railway station, Guest house and releasing place will be arrived at jointly between contractor and Officer in Charge of the contract.
- 6.2 The Measurement of Distance in case of start of vehicle from Contractor office to at any other place other than Indradhanush Gas Grid Limited the travelling distance from the garage / contractor office to the reporting place and releasing place to garage will be at actual.

7. Procedure for Booking:

- 7.1 The contractor should have an office in Guwahati having Telephone, Mobile, Email & Fax facility so that booking requirement of vehicles can be communicated as and when required.
- 7.2 Authorized officer of the IGGL shall give booking for hire of vehicles over Phone/SMS/Email. A list of officials with their designation authorized to give booking shall be handed over to the contractors. Payment for vehicles not hired through nominated officer shall not be made under any circumstances.
- 7.3 Booking of vehicles shall be given round the clock. Therefore contractors must provide the service round the clock at his work place to receive our booking during office hours and beyond office hours at his cost and expense.
- 7.4 While providing/placing vehicles, the contractors must confirm by return mail/SMS in advance to the officer in-charge about deployment of vehicles with the following information's.
 - i) Make and Model of Vehicle.
 - ii) Registration No of the vehicle.
 - iii) Name of Driver and his Mobile No.

- 7.5 The contractor should send the above mentioned information to the EIC/OIC and the User of the vehicle within 1 hour of booking of the vehicle via SMS. Failure to provide the vehicles details by the contractor as per the time line shall attract a penalty of Rs 1000.0 on each instance.

8. Duty slip should have serial numbers

- 8.1 The contractor should provide duty slip to the driver at the time of placement of the vehicles and the time, meter reading etc to be recorded in the slip (Wherever required). The signature of the user should be taken by the driver at the time of release of the vehicle. Duty slip not properly filled up with Name of User, date, time, Garage in Garage out, time of placement ,time of release will not be accepted if the same is presented with the bill for payment.

9. Escalation/De-Escalation.

- 9.1 During the period of contract, if there is any increase/decrease in the prices of motor cars, spare parts, tyres, batteries, lubricants etc no increase/decrease in the rate will be entertained. However, if there is any increase or decrease in the price of petrol/diesel by more than 15% in Guwahati the rate will be increased or decreased proportionately for applicable cars after awarding of contract in consultation and approval of the Management of IGGL. The formula for escalation/de-escalation in rate due to increase or decrease of petrol/diesel price is as under.

- 9.2 Rs. Increase or decrease on the existing rate would be added or subtracted
Equal to (=) (New Rate- Old Rate) of Diesel per litre/15 (Average Kilometer per litre)

10. Duration of Contract

- 10.1 The contract shall be valid for a period of 3 (Three) year. However, the IGGL reserves the right to extend the contract by another 1(one) year or part thereof on the same rate & terms and conditions subject to the satisfactory performance of the contract. IGGL reserves the right to terminate the contract if the service of the contractors is not found satisfactory by giving notice period of 1 month. Quoted rates will be firm for the total contract period/completion of the job excluding increase/decrease of fuel price.

11. Responsibility of the Contractor

- 11.1 The Contractor should provide vehicles which are clean and well maintained and in excellent road worthy conditions. The upholstery and interiors of the vehicles should also be neat and clean.
- 11.2 The Contractor should ensure that adequate quantity of fuel is provided in the vehicles before sending to duty.
- 11.3 In case of any break down of vehicle on duty the contractor should arrange for providing back up vehicle of same or equivalent make immediately with intimation to EIC/OIC.
- 11.4 The Contractor should ensure that drivers deputed on duty are of good character and antecedent having valid driving license and having good knowledge of routes. In order to avoid mishap and accidents the contractor should provide only skilled drivers having sufficient experience. The drivers should also be in proper uniform.
- 11.5 The drivers provided by the contractor with the vehicle must be available near the vehicle at the time of parking of the vehicle when on duty. Driver shall not leave the vehicle without the permission of the Guest/User.
- 11.6 Indradhanush Gas Grid Limited shall not be liable in case of any damage/loss to the Vehicle / Vehicles. In case of accident of the driver or any third party all liabilities on these accounts shall be that of the contractor.
- 11.7 If during usage of the vehicle, the vehicle is seized/detained/impounded by the Police/Transport Authorities/Financial Institution under which the vehicle is hypothecated for any reasons whatsoever, it will be at the sole risk and responsibility of the contractor. In such case it will be the duty of the contractor to provide alternative vehicle at the risk and cost of the contractor.
- 11.8 The contractor have to fully comply with all relevant requirement of labour laws, rules etc concerning the terms and conditions of the employment of his employees and the contractor shall indemnify Indradhanush Gas Grid Limited (IGGL), from the liability or obligation of such laws, rules etc.
- 11.9 The vehicles deputed by the contractor should have comprehensive insurance cover inclusive of the passengers.
- 11.10 The contractor should have valid insurance policy to cover the liabilities under all statutory provisions of law, in case of death, temporary or permanent disablement caused to drivers of the vehicles due to any accident in course of duty.

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- 11.11 The contractor will have to produce the up to date original insurance policy, valid registration certificate, valid pollution certificate on demand by IGGL. All relevant documents as mentioned above should be available in the vehicle as the vehicles may have to go outside Guwahati also.
 - 11.12 Indradhanush Gas Grid Limited reserves the right to engage one or more contractors to meet its requirement of vehicle on hire. In case the contractor fails to provide the vehicle as per the requirement in time IGGL reserves the right to arrange for the same from any other contractor at the risk and cost of the contractor.
 - 11.13 Any vehicle owned by any serving employee/dependent/direct relative of any employee of IGGL cannot be offered for hire by the contractor
 - 11.14 The contractor is required to arrange for Play Card for convenience of the passenger at Airport/Railway Station. Details of passenger/Guest will be provided by the Engineer in Charge.
 - 11.15 The contractor while sending vehicle on outstation duty as per instruction of EIC/OIC should ensure that the driver have sufficient cash amount to meet up any unforeseen requirement of the vehicle (Like Minor repairs, filling of fuel etc).
 - 11.16 If the contractor fails to ensure any of the conditions as mentioned above IGGL has the right not to accept the vehicles for duties and arrange the same from outside at the risk and cost of the contractor.

12. Penalty Clause.

- 12.1 Failure to provide the vehicles details by the contractor as per the time line given in clause 7 of the SCC shall attract a maximum penalty of Rs.1,000.00 (excluding GST), on each instance.
- 12.2 If interior of vehicle, upholstery of seat cover are not in clean condition or torn and if there is any denting in the vehicle, a penalty of Rs.1,000.00 (excluding GST) will be applicable on each instance.
- 12.3 If driver of vehicle provided by the contractor is not properly dressed and do not wear shoes while on duty a penalty of Rs.1,000.00 (excluding GST) will be applicable on each instance. In case of misbehave by driver, reported by user; a penalty of Rs.2,000.00 (excluding GST) will be applicable on each instance.
- 12.4 Indradhanush Gas Grid Limited (IGGL) reserves the right to get the Milo Meter of any vehicle provided by the contractor checked at any time as part of surprise check.

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- 12.5 If after surprise check the Milo Meter of any vehicle is found to be tampered EIC of the contract may impose a penalty of Rs.10,000.00 (excluding GST) per tampered vehicle on the contractor and the same will be deducted from contractors running bill or Security Deposit. Decision of EIC shall be final. In case of repeated instances tampering of Milo Meter of vehicle by contractor IGGL reserves the right to terminate the contract along with penalty for the same.
 - 12.6 The vehicle provided by the contractor should in Tip Top condition, well maintained and in excellent road worthy condition if there is any deviation in this regard a penalty of Rs.1,000.00 (excluding GST) will be imposed on each instance. In case of repeated placement of bad condition vehicles by contractor IGGL reserves the right to terminate the contract.
 - 12.7 In case of violation of clause 3.1 of SCC regarding registration cut of date and Kms usage for vehicles to be placed, a penalty of Rs.1,000.00 (excluding GST) per instance will be deducted from the Contractors bills as per instruction of the EIC.
 - 12.8 Expenses like parking and toll fee during a trip shall be paid by the agency and the same will be reimbursed on submission original receipt with bills. Further the driver should not ask for any monetary help for purchase of fuel or any vehicle repairs. In case if user for vehicle report such incidents a penalty of Rs.1,000.00 (excluding GST) will be deducted from Agencies Bill as per instruction of EIC.
 - 12.9 In case the agency submit Duty slip not properly filled and signed by the user the respective bills shall not be considered for payment. Non submission of Duty slip as per proper format given by IGGL will attract a penalty of Rs.1,000.00 (excluding GST) on each instance.
 - 12.10 If the agency violates clause 7 of the contract regarding procedure of Duty slip submission to EIC, a penalty of Rs.1,000.00 (excluding GST) will be imposed as per direction of EIC in each instance.
 - 12.11 In case of not responding to phone call/emails of OIC (Officer in Charge) a penalty of Rs.1,000.00 (excluding GST) on each instance will be deducted from agency bills.
 - 12.12 In case of not taking of booking and placement of vehicles requested over telephone, Mail, SMS by OIC /EIC due to non-availability of the vehicle at Agency end a penalty of Rs.2,000.00 (excluding GST) on each instance will be

deducted from contractors bills. The penalty will also be applicable if different type of vehicle is provided against booking made for a particular type of vehicle if the same is not approved by competent authority.

12.13 If any Vehicles report for duty without Mineral Water bottles and Newspaper or only Mineral Water bottles as required by SCC of the contract a penalty of Rs.500.0 (excluding GST) will be applicable in each instances.

12.14 In case of late reporting of vehicle of more than 15 minutes of reporting time a penalty of Rs.5,00.00 (excluding GST) shall be imposed for each instance of delay. If vehicle do not report within 1 hour of the reporting time of the vehicle one day fixed charge or Rs.2,000 (excluding GST) whichever is lower will be levied as penalty. Non reporting of vehicle at the appointed place and time, will attract a penalty of Rs.2,000.00 (excluding GST) per instance.

13. Allocation of Contract

13.1 The IGGL reserves the right to award the work to one or more contractor.

14. Payment of Bills

14.1 Payment of bills shall be made on the basis of the bills submitted by the party along with duly signed duty slip by the user. The Format for duty slip will be provided to the successful contractors/Agencies by IGGL and contractors will have to use the duty slip while deploying of vehicles at IGGL.

14.2 The duty slip should be duly filled up indicate the starting and release time as well as starting and releasing meter reading along with starting & releasing place.

14.3 No interest shall be payable for any delay in payment of the bills.

14.4 Bill should be submitted on Fortnightly basis.

14.5 Payment will be made by IGGL through e-payment system to the contractors account within 15 days of receipt of the bills. The contractor has to submit the duly filled up E -payment mandate along with copy of PAN Card and cancelled cheque for receiving payment.

14.6 Income Tax shall be deducted as per Income tax Act.

15. Subletting of the Contract

15.1 The Contractor shall not assign, sub-contract or sub-let the whole or any part of the work in any manner. This will supersede the GCC and SCC clauses mentioned in anywhere in the tender document.

16. General

16.1 All Terms and Conditions including the clauses as mentioned in the IGGL General Condition of Contract (GCC) will apply without prejudice for all-purposes in this particular contract, for ensuring the overall operational safety of the company, which is a fire-hazardous essential and indispensable industry from the viewpoints of strategic and national importance.

17.0 Security Deposit/Bank Guarantee:

17.1 The contractor shall furnish a total security deposit amount equivalent to 3% of the annualized contract value. The contract value considered for security deposit amount is excluding GST.

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

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

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

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

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

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



SECTION-VII

PRICE SCHEDULE

SCHEDULE OF RATES (SOR)

SUB: HIRING OF VEHICLES ON MONTHLY AND CALL DUTY BASIS FOR INDRADHANUSH GAS GRID LIMITED, GUWAHATI

Tender No.: IGGL/GHY/C&P/HR/OFFICE-VEH/11-21 (E –TENDER NO. IGGL-100027)

Name of Bidder: M/s _____

PART-A: HIRING OF VEHICLES ON MONTHLY BASIS FOR 03 (THREE) YEARS

SN	Details of Vehicle Required / Item Details	Place of Deployment	Area of Operation	Unit	QTY.	Rate in Rs. (incl. of Permit Charges, Road Tax, MCD/Municipal Tax, Octroi, Toll Tax, etc. except parking, other Taxes & GST)	Amount (In Rs.)	Remarks
					1	2	3 =(2x1)	
1.0	'Monthly Wages for Driver of Toyota Innova Crysta/Highere or Equivalent including employers contribution of PF, EDLI & other Admin. Charges (@13% of basic wages, ESI employers contribution @3.25% of basic wages)			EA	36	21,580.65		NOT TO BE QUOTED BY BIDDERS
1.1	Fixed charges for Providing, operating and maintaining in good condition of 1 no. of Toyota Innova Crysta or equivalent with good cushioned seats, hand holds, hooks etc on monthly hiring basis for 12 hrs duty (Office purpose) exclusive of GST but inclusive of cost of fuel, Octroi, lubricants, incidental in running of vehicle on road and in good condition, obtaining necessary fitness certificates, road permits, clearance/permits for using vehicle as commercial/ contract service vehicle as per tender document conditions or as per direction of Engineer-in-charge and daily schedule to be provided by IGGL. The vehicle must have valid taxi permit & commercial registration. Vehicle should have permit for running in Assam, Other NE States & West Bengal.	Guwahati (Assam)	In the states of Assam and Other North East States	Vehicle -Month	36			Rate for this item to be quoted by bidders in Price bid / BoQ

	<p>(Note: Rate - excluding wages of driver.)</p> <p>INNOVA CRYSTA 2.4 G Plus 7 STR Diesel or Equivalent Model of other Make (inclusive of 2000 KM Run per Month & 12 Hrs duty per Day)</p> <p>Other Details:</p> <p>(1) Air-Conditioned</p> <p>(2) Fuel: Diesel</p> <p>(3) Model: Ex-Showroom</p> <p>(4) Contract Period:36 Months</p> <p>(5) No. of Vehicles Required : 1</p>						
2.0	<p>'Monthly Wages for Drivers of Honda Amaze EMT/Higher or Equivalent including employers contribution of PF, EDLI & other Admin. Charges (@13% of basic wages, ESI employers contribution @3.25% of basic wages)</p>			EA	108	21580.65	NOT TO BE QUOTED BY BIDDERS
2.1	<p>Fixed charges for Providing, operating and maintaining in good condition of 3 Nos. of Honda Amaze EMT or equivalent with good cushioned seats, hand holds, hooks etc on monthly hiring basis for 12 hrs duty (Office purpose) exclusive of GST but inclusive of cost of fuel, Octroi, lubricants, incidental in running of vehicle on road and in good condition, obtaining necessary fitness certificates, road permits, clearance/permits for using vehicle as commercial/ contract service vehicle as per tender document conditions or as per direction of Engineer-in-charge and daily schedule to be provided by IGGL. The vehicle must have valid taxi permit & commercial registration. Vehicle should have permit for running in Assam, West Bengal & Meghalaya.</p> <p>(Note: Rate - excluding wages of driver.)</p> <p>Honda Amaze EMT Pearl Premium or Equivalent Model of other Make (inclusive of 2000 KM Run per Month & 12 Hrs duty per Day).</p> <p>Other Details:</p> <p>(1) Air-Conditioned</p> <p>(2) Fuel: Diesel</p> <p>(3) Model: Ex-Showroom</p> <p>(4) Contract Period:36 Months</p> <p>(5) No. of Vehicles Required : 3</p>	Guwahati (Assam)	In the states of Assam and Other North East States	Vehicle - Month	108		Rate for this item to be quoted by bidders in Price bid / BoQ

3.0	'Monthly Wages for Driver of Maruti Swift D'zireVXI /Higher or Equivalent including employers contribution of PF, EDLI & other Admin. Charges (@13% of basic wages, ESI employers contribution @3.25% of basic wages)			EA	36	21580.65	NOT TO BE QUOTED BY BIDDERS
3.1	Fixed charges for Providing, operating and maintaining in good condition of 1 No. of Maruti Swift D'zire VXI (Registration not earlier than December 2021) with good cushioned seats, hand holds, hooks etc on monthly hiring basis for 12 hrs duty (Office purpose) exclusive of GST but inclusive of cost of fuel, Octroi, lubricants, incidental in running of vehicle on road and in good condition, obtaining necessary fitness certificates, road permits, clearance/permits for using vehicle as commercial/ contract service vehicle as per tender document conditions or as per direction of Engineer-in-charge and daily schedule to be provided by IGGL. The vehicle must have valid taxi permit & commercial registration. Vehicle should have permit for running in Assam, West Bengal & Meghalaya. (Note: Rate - excluding wages of driver.) Maruti Swift D'zireVXI /Higher or Equivalent Model of other Make (inclusive of 2000 KM Run per Month & 12 Hrs duty per Day). Other Details: (1) Air-Conditioned (2) Fuel: Petrol (3) Model: Ex-Showroom (4) Contract Period:36 Months (5) Vehicles Required : 1 No.	Guwahati (Assam)	In the state of Assam	Vehicle - Month	36		Rate for this item to be quoted by bidders in Price bid / BoQ
4.0	Charges of Extra Run beyond defined kms for the above mentioned vehicles	Guwahati (Assam)	In the states of Assam and Other North East States	KM	447054		Rate for this item to be quoted by bidders in Price bid / BoQ
5.0	Charges for night halt for Driver for all above vehicles	Guwahati (Assam)	In the states of Assam and Other North East States	NIGHT	2190		Rate for this item to be quoted by bidders in Price bid / BoQ

6.0	Over Time (beyond 12 Hrs) - Payment will be subject to applicable labour laws.	Guwahati (Assam)	In the states of Assam and Other North East States	HR	NOT TO BE QUOTED BY BIDDERS
7.0	Provision for Parking and Other Taxes			LS	NOT TO BE QUOTED BY BIDDERS
8.0	Provision for escalation of wages @10% annually (for 3 Years) and other statutory compliances			LS	NOT TO BE QUOTED BY BIDDERS
9.0	Provision for fuel escalation			LS	NOT TO BE QUOTED BY BIDDERS
Total Amount without GST:					
Present Applicable GST @ 5% (Excluding Sl. No. 7.0):					
Grand Total with GST:					

NOTE:

1. Parking Charges and other taxes shall be re-imbursed ON ACTUAL on producing receipts along with the bills.
2. OT and escalation of wages will be governed as per Labour Law.
3. Provision of Fuel Escalation will be as per the terms and conditions given in the Tender Document

PART-B: HIRING OF VEHICLES ON CALL BASIS ON PROVISIONAL BASIS FOR 03 (THREE) YEARS

SN	Details of Vehicle Required / Item Details	Place of Deployment	Area of Operation	Unit	Quantity	Rate (In Rs.)	Amount (In Rs.)	Remarks
					1	2	3 =(2x1)	
1	<u>Sedan Vehicles - (Maruti Swift Dzire/ Hyundai Xcent/ Ford Aspire/ Honda Amaze)</u>							
1.1	Hiring of Sedan 8 Hrs., 80 Kms	Guwahati (Assam)	Within Guwahati	Day	145			Rate for these items to be quoted by bidders in Price bid / BoQ
1.2	Hiring of Sedan 12 Hrs. Local	Guwahati (Assam)	Within Guwahati	Day	180			
1.3	Hiring of Sedan 12 Hrs. Outstation	Assam, NE States & WB	Outside Guwahati	Day	150			
1.4	Hiring Sedan Airport Pickup/drop	Guwahati (Assam)	Within Guwahati	Day	200			
1.5	Fuel Cost per Km for the above vehicles			Km	106000			
2.	<u>Premium Sedan AC - (Honda City/Verna/Toyota Yaris/ Nissan Sunny/Maruti Ciaz)</u>							
2.1	Premium Sedan 12 Hrs. Local	Guwahati (Assam)	Within Guwahati	Day	50			Rate for these items to be quoted by bidders in Price bid / BoQ
2.2	Premium Sedan 12 hrs Outstation	Assam, NE States & WB	Outside Guwahati	Day	50			
2.3	Fuel Cost per Km for the above vehicles			Km	10000			
3.	<u>Multi Utility AC - (Toyota Innova Crysta)/Equivalent Or Higher</u>							
3.1	Multi Utility AC Vehicle 12 Hrs. Local	Guwahati (Assam)	Within Guwahati	Day	100			Rate for these items to be quoted by bidders in Price bid / BoQ
3.2	Multi Utility AC Vehicle 12 Hrs. Outstation	Assam, NE States & WB	Outside Guwahati	Day	180			
3.3	Fuel Cost per Km for the above vehicles			Km	84000			

SN	Details of Vehicle Required / Item Details	Place of Deployment	Area of Operation	Unit	Quantity	Rate (In Rs.)	Amount (In Rs.)	Remarks
4.	SUV AC - (Toyota Fortuner/ Ford Endeavour)							
4.1	SUV AC Vehicle 12 Hrs. Local	Guwahati (Assam)	Within Guwahati	Day	35			Rate for these items to be quoted by bidders in Price bid / BoQ
4.2	SUV AC Vehicle 12 Hrs. Outstation	Assam, NE States & WB	Outside Guwahati	Day	35			
4.3	Fuel Cost per Km for the above vehicles			Km	7000			
5.	Halting Charge per night			Day	410			
6.	OT beyond specified Hours given above			Hr.	5150			
7.	Provision of Parking and Other Taxes	As per Actual				NOT TO BE QUOTED BY BIDDERS		
Total Amount without GST:								
Present Applicable GST @ 5%:								
Grand Total with GST:								

Note: 1) Fuel Variation & Parking shall be re-imbursed ON ACTUAL on producing receipts along with the bills.
2) Per DAY RATE of ON CALL DUTY vehicles shall include GARAGE to GARAGE KM also.

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

IMPORTANT NOTE: PRICE / RATES TO BE ENTERED ONLY IN THE PRICED BID FORMAT/BOQ AVAILABLE IN THE E-TENDERING PORTAL

SECTION-VIII

ATTACHMENTS

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ATTACHMENT - I

PROFORMA FOR CONTRACT AGREEMENT

LOA No/PO No.: IGGL/

Contract Agreement for the work of ----- of IGGL made on ----- between (Name and Address) -----, hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and IGGL hereinafter called the "EMPLOYER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

- A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
- B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.
- C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations

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with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

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

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

AND

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles,

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materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

Contractor shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason. The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

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

Signed and Delivered for and on
on behalf of **IGGL**

Signed and Delivered for and
behalf of **M/s** _____

Date: _____

Date: _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____