



INDRADHANUSH GAS GRID LIMITED (IGGL)

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

**NORTH -EAST GAS GRID PIPELINE PROJECT
(PIPELINE SECTION 4, 6, 7, 8, 9, 12, 13 & 14)**

**TENDER DOCUMENT FOR
PROCUREMENT OF INSULATING JOINTS
OPEN DOMESTIC COMPETITIVE BIDDING**

Tender No.: 05/51/23VC/IGGL/009A

VOLUME – I OF II

Visit: www.tenderwizard.com/MECON
(Tender wizard helpdesk: 011-49424365)



PREPARED AND ISSUED BY

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



MASTER INDEX

ITEM: PROCUREMENT OF INSULATING JOINTS FOR PIPELINE SECTION 4, 6, 7, 8, 9, 12, 13 & 14 OF NORTH -EAST GAS GRID PIPELINE PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED

TENDER DOCUMENT No. : 05/51/23VC/IGGL/009A

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SECTION-I

INVITATION FOR BID (IFB)



SECTION-I
"INVITATION FOR BID (IFB)"

Ref No: 05/51/23VC/IGGL/009A

Date: 21.12.2021

To,

[PROSPECTIVE BIDDERS]

SUB: PROCUREMENT OF INSULATING JOINTS FOR PIPELINE SECTION 4, 6, 7, 8, 9, 12, 13 & 14 OF NORTH -EAST GAS GRID PIPELINE PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED

Dear Sir/Madam,

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

MECON Ltd. on behalf of Indradhanush Gas Grid Limited. invites bids from bidders for the subject job/works, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

(A)	SCOPE OF SUPPLY/PROCUREMENT	PROCUREMENT OF INSULATING JOINTS FOR PIPELINE SECTION 4, 6, 7, 8, 9, 12, 13 & 14 OF NORTH -EAST GAS GRID PIPELINE PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED					
(B)	TENDER NO. & DATE	05/51/23VC/IGGL/009A dated 21.12.2021					
(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 checked="" type="checkbox"/></td></tr><tr><td style="text-align: center;">TWO BID SYSTEM</td><td style="text-align: center;"><input type="checkbox"/></td></tr></table> <p style="text-align: center;">OPEN DOMESTIC COMPETITIVE BIDDING</p>		SINGLE BID SYSTEM	<input checked="" type="checkbox"/>	TWO BID SYSTEM	<input type="checkbox"/>
SINGLE BID SYSTEM	<input checked="" type="checkbox"/>						
TWO BID SYSTEM	<input 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 type="checkbox"/></td></tr><tr><td style="text-align: center;">MANUAL</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr></table> <p style="text-align: center;">E-TENDER NO: 05/51/23VC/IGGL/009A</p>		E-TENDER	<input type="checkbox"/>	MANUAL	<input checked="" type="checkbox"/>
E-TENDER	<input type="checkbox"/>						
MANUAL	<input checked="" type="checkbox"/>						



(E)	CONTRACTUAL DELIVERY DATE	Within 28 (Twenty Eight) weeks from the date of issue of Fax of Acceptance for on FOT site Basis. Date of receipt & acceptance of material at site shall be considered as the date of delivery.
(F)	VOID	
(F1)	DECLARATION FOR BID SECURITY	Bidder is required to submit Declaration for Bid Security in bid as per proforma at Form F-2A
(G)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 28.12.2021 Time : 12:00 Hrs (IST) Shall be conducted through Video Conferencing Details of VC- Google Meet joining info Video call link: https://meet.google.com/jxg-hwce-aiw
(H)	BID DUE DATE AND TIME (ON OR BEFORE)	Date : 11.01.2022 Time : 14:00 Hrs.(IST)
(H1)	DATE, & TIME OF UN-PRICED BID OPENING	Date : 11.01.2022 Time : 15:00 Hrs.(IST) Shall be conducted through Video Conferencing Details of VC- Google Meet joining info Video call link: https://meet.google.com/xcv-xetu-wjc
(I)	CONTACT DETAILS OF TENDER DEALING OFFICER	Rakesh Sharma, Sr. GM (Contracts) MECON Limited 15 th Floor, Scope Minor, District Centre, Laxmi Nagar, Delhi – 110092, India Ph. No. +91-11-22401100 / 22401143 Fax No. +91-11-22401203/22041214 Email : cont-delhi@mecon.co.in
(J)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 20.12.2021 to 11.01.2022 (1400 Hrs, IST) on following websites: (i) Tender Wizard's e-Procurement Portal (e-Portal): www.tenderwizard.com/MECON Contact person:- Mr. Suraj Singh Mobile:- 9599653865/01149424365 (The same may also be referred as IGGL's E-Portal in this tender document) (ii) IGGL Website – https://iggl.co.in/ (iii) Govt. CPP Portal - https://etenders.gov.in (iv) MECON's Tender Website:- (i) www.meconlimited.co.in
(K)	DEALING IGGL'S OFFICE ADDRESS	Indradhanush Gas Grid Limited 5th Floor , Central Mall G.S. Road, Christian Basti Guwahati , Assam - 781005



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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 5 of ITB (Section-III) depending upon Type of Tender [refer Clause no. 2.0 (D) above]. The IFB is an integral and inseparable part of the Tender Document.
- 4.0 In case of E-Tender, bid must be submitted only on Tender Wizard's e-portal (www.tenderwizard.com/MECON) Further, the following documents in addition to uploading the bid on Tender Wizard's e-Portal shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bidding Data Sheet(BDS)[Annexure-I to Section-III]:-
- i) Declaration for Bid Security
 - ii) Power of Attorney
- 5.0 VOID
- 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 alongwith its amendment(s) if any from websites as mentioned at 2.0 (J) 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. 1 of ITB (Section-III).

The Tender Document calls for offers on single point "Sole Bidder" responsibility basis and in total compliance of Scope of Supply /Specification(s) as specified in Tender Document.

- 9.0 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. In case of manual tendering, Clarification(s)/Corrigendum(s) if any shall be sent to the prospective bidder(s) by email/post.



This is not an Order.

For & on behalf of

Indradhanush Gas Grid Limited

(Rakesh Sharma)

Sr.GM (Contracts)

MECON Limited 15th Floor, SCOPE Minar, North Tower

Laxmi Nagar, District Center, Delhi – 110 092

Telephone: +91-11-22401100 / 22401143

Fax: +91-11-22041214/22421310

E-mail: cont-delhi@mecon.co.in



DO NOT OPEN - THIS IS A QUOTATION

Tender No. : 05/51/23VC/IGGL/009A
Description : **PROCUREMENT OF INSULATING JOINTS FOR
NORTH -EAST GAS GRID PIPELINE PROJECT
(PIPELINE SECTION 4, 6, 7, 8, 9, 12, 13 & 14)
OF INDRADHANUSH GAS GRID LIMITED (IGGL)**

Due Date& Time : **Upto 1400 Hrs. (IST) on 11.01.2022**

From: **To:**

	<p>The Sr. General Manager (Contracts) MECON LIMITED 15TH FLOOR, NORTH TOWER, SCOPE MINAR, LAXMI NAGAR, DELHI – 110092 Ph No.: 91-11-22401100 / 22401143 Fax No.: 91-11-22041214 Email : cont-delhi@mecon.co.in</p>
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(To be pasted on the envelope containing Physical documents)

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SECTION-II

BID EVALUATION

CRITERIA & EVALUATION

METHODOLOGY



SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

BID EVALUATION CRITERIA (BEC)

A.0 TECHNICAL CRITERIA

- A.1 The bidder shall be a manufacturer of Monolithic Insulating Joints.
- A.2 Bidder should have designed, manufactured, tested and supplied at least one (1) number of Monolithic Insulating Joint that are of same type, equal or higher in terms of size & pressure rating as quoted for, in the last seven (7) years reckoned from the bid due date.

Note to A:

- (i) 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.
- (ii) Consortium bids are not acceptable.

B.0 FINANCIAL CRITERIA – Not Applicable

C.0 VOID

- D.0.** Only documents (Purchase Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

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

E.0 RELAXATION OF PRIOR TURNOVER AND PRIOR EXPERIENCE FOR STARTUP (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY), AS AMENDMED FROM TIME TO TIME

Not Applicable.



F.0 DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC

Documents/Documentary Evidence required to be provided (upload in Tender Wizard) by participating bidder along with the un-priced bid to qualify/ meet the requirements of BEC:

BEC Clause no.	Description	Documents required for qualification
A	Documents Required-Technical Criteria	
A.1	Technical Criteria	Factory Registration Certificate/ NSIC/ ISO certificate /any other relevant document deemed necessary by bidder showing that bidder is a manufacturer of Monolithic Insulating Joints.
A.2	Technical Criteria	Purchase Order (P.O.) / Work Order (W.O.), Inspection Release Note/ Completion Certificate of relevant previous supplies (having cross reference to P.O.) and any other relevant document deemed necessary by bidder.
Note to A (i)	Jobs executed for Subsidiary / Fellow subsidiary / Holding company	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.

Bidder shall furnish the duly filled and signed Check list for submission of documents for qualification for Bid Evaluation Criteria (BEC) as per format F-8 (B).

G. AUTHENTICATION OF DOCUMENTS SUBMITTED IN SUPPORT OF BID EVALUATION CRITERIA (BEC)

(i) Technical Criteria of BEC:

All documents in support of Technical Criteria of BEC to be furnished by the Bidder shall necessarily be duly certified/ attested by Chartered Engineer and Notary Public with legible stamp.

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

H. Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than fifty percent of the paid up share capital of the bidder company or vice versa:

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



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

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

- (i) An Agreement (*as per format enclosed at Appendix- A1 to Section-II*) between the bidder and the supporting company.
- (ii) Guarantee (*as per format enclosed at Appendix- A2 to Section-II*) by the supporting company to IGGL for fulfilling the obligation under the Agreement along with certificate issued by Company Secretary as per *Appendix- A2A to Section II*.
- (iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (*as per format and instructions enclosed at Appendix- A3 to Section-II*), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.
In cases where foreign based supporting company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa.
In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.
- (iv) Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by supporting company shall be invoked by IGGL due to non-performance of the bidding company.

Notes:

1. In case Supporting Company fails to submit Bank Guarantee as per (iii) above, invoking action as per bid security declaration/SD submitted by the bidder shall be forfeited.
2. The Financial BEC of tender is to be met by bidder on their own.
3. The Supporting Company shall meet conditions of 'Eligible Bidder', as per clause no.2.0 of Section-III (ITB).
4. The clause J as below shall be applicable to above supporting company also.

I. Apart from above, Bidder must submit all other relevant documents/information as specified in the Scope of Work/SCC for Technical Evaluation of bid or specified elsewhere in the Tender Document, towards proof of its responsiveness.



J. PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. **"Bidder from a country which shares a land border with India"** for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
5. **"Beneficial owner"** for the purpose of above (4) will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

7. **SUBMISSION OF CERTIFICATE IN BIDS:**

Bidder shall submit a certificate in this regard as Form-I to Section-II.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.



K. EVALUATION METHODOLOGY:

K.1 The Price Bids of only techno-commercially-acceptable bidders for the techno commercially acceptable items shall be opened and will be considered for evaluation.

Bidder may quote for one or more items and bids will be evaluated on item wise basis. Bidder must quote for full quantity against each quoted item of Material Requisition of tender, otherwise bidder's offer for that item will not be considered for evaluation.

The evaluated prices shall be calculated as under:

K.2 Bids shall be evaluated on the basis of landed cost at Site. The evaluated price shall include the following:

- i) *Ex-works price quoted by the bidder (including packing, forwarding, and GST on components and raw materials but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable).*
- ii) *Inland transportation upto Delivery location and other costs incidental to delivery of goods*
- iii) ***GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (i.e. on sl. no. i and ii above)***
- iv) *Other loading, if any, as specified in Tender Document*

Notes:

- (i) *In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.*
- (ii) *In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid (if applicable as per 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.*
- (iii) *In case any cess on GST is applicable, same shall also be considered in evaluation.*



Form-I to Section II

UNDERTAKING ON LETTERHEAD

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

SUB: PROCUREMENT OF INSULATING JOINTS FOR PIPELINE SECTION 4, 6, 7, 8, 9, 12, 13 & 14 OF NORTH -EAST GAS GRID PIPELINE PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED

TENDER NO: 05/51/23VC/IGGL/009A

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s _____ (*Name of Bidder*) is :

- (i) Not from such a country []
- (ii) If from such a country, has been registered []
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓ or X) above).

We hereby certify that bidder M/s _____ (*Name of Bidder*) fulfills all requirements in this regard and is eligible to be considered against the tender.

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



Appendix-A1 to Section-II

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

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

Whereas

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

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

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

- a) M/s. _____ (Bidder) will submit an offer to IGGL for the full scope of work as envisaged in the tender document as a main bidder and liaise IGGL directly for any clarifications etc. in this context.
- b) M/s. _____ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the IGGL.
- c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
- d) This agreement will remain valid till validity of bidder's offer to IGGL including extension if any and till satisfactory performance of the contract, the same is awarded by IGGL to the bidder.
- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and IGGL.
- f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by IGGL, however without prejudice to any rights that IGGL might have against the Supporting Company



g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severely responsible to IGGL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

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

For and on behalf of
(Bidder)

M/s.

For and on behalf of
(Supporting Company)

M/s.

Witness:

1)

2)

Witness:

1)

2)



Appendix-A2 to Section-II

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

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

FOR

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

TOWARDS

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

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

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

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

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder for successful execution of the same.

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



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

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the IGGL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the IGGL and duly perform the obligations of the Bidder to the satisfaction of the IGGL.
2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
3. The Guarantor shall be jointly and severally responsible to IGGL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non-performance under the contract entered between IGGL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of IGGL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by IGGL.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards IGGL.
7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and IGGL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be Guwahati, Assam, India. The language of arbitration shall be English.
8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to IGGL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of IGGL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, IGGL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of IGGL about performance of the bidder / contractor shall be final



and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

OR

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

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

(Strike through the clause whichever is not applicable)

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

For & on behalf of (Supporting Company)

M/s _____

Signature _____

Name _____

Designation _____

official seal _____

Witness:

1. Signature _____

Full Name _____

Address _____

2. Signature _____

Full Name _____

Address _____



INSTRUCTIONS FOR FURNISHING GUARANTEE

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



Appendix-A2A to Section-II

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

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

The above certificate should be enclosed alongwith the Guarantee.



Appendix-A3 to Section-II

PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY BY FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT (ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

To, M/s Indradhanush Gas Grid Limited	Bank Guarantee No.	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	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 _____ (herein after called CONTRACT/ ORDER) for Indradhanush Gas Grid Limited having registered office at 5th Floor, Central Mall, G S Road, Christian Basti, Guwahati (herein after called the "IGGL" which expression shall wherever the context so require include its successors and assignees).

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

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

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in



- words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by IGGL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by IGGL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.
3. The Bank also agrees that IGGL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that IGGL may have in relation to the 'SUPPORTING COMPANY's liabilities.
 4. The Bank further agrees that IGGL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in IGGL against the said CONTRACTOR/SUPPLIER and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR/SUPPLIER or for any forbearance, act or omission on the part of IGGL or any indulgence by IGGL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
 5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT/ORDER and all dues of IGGL under or by virtue of this CONTRACT/ORDER have been fully paid and its claim satisfied or discharged or till IGGL discharges this guarantee in writing, whichever is earlier.
 6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of IGGL or that of the 'SUPPORTING COMPANY'.
 7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
 8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT/ORDER has been placed.
 9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.
 10. 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.
 11. Notwithstanding anything contained herein:
 12. 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
13. 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
E-mail :
Telephone/Mobile No. :

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 Asaam, India.
2. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser as per format appended below.
3. The Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.



1	BANK GUARANTEE NO	:					
2	VENDOR NAME / VENDOR CODE	:	<table border="1"><tr><td>NAME</td><td></td></tr><tr><td>VENDOR CODE</td><td></td></tr></table>	NAME		VENDOR CODE	
NAME							
VENDOR CODE							
3	BANK GUARANTEE AMOUNT	:					
4	PURCHASE ORDER/ LOA NO	:					
5	BG ISSUED BANK DETAILS	:					
		(A) EMAIL ID	:				
		(B) ADDRESS	:				
		(C) PHONE NO/ MOBILE NO.	:				



SECTION-III

INSTRUCTIONS TO

BIDDERS

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



SECTION-III

INSTRUCTION TO BIDDERS

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INSTRUCTIONS TO BIDDERS [ITB]

[A] – GENERAL

1 SCOPE OF BID& ELIGIBLE BIDDERS

- 1.1 The Purchaser as defined in the "General Conditions of Contract-Goods [GCC-Goods]", wishes to receive bids as described in Invitation For Bid(the “**Tender Document /Bid Document**”) issued by the Purchaser. Purchaser/Owner occurring herein under shall be considered synonymous
- 1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Tender Document
- 1.3 ELIGIBLE BIDDERS: The Bidder should not be put on ‘Holiday’ by IGGL or Public Sector Project Management Consultant (like EIL, Mecon etc. only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on Bid Due Date. Further, the bidder or its allied agencies as defined in tender should not be put on banned/ Blacklisted by IGGL/ Ministry of Petroleum and Natural Gas as on due date of submission of bid.
- 1.4 If the Tender Document is/was issued inadvertently to such Bidder/ downloaded from website by such Bidder (bidder on Holiday/Banned/Blacklist as per 1.3 above), then Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award. In case there is any change in status of the declaration prior to award of Contract (the ‘**Contract / Purchase Order**’), the same has to be promptly informed to IGGL by the Bidder.
- 1.5 It shall be the sole responsibility of the bidder to inform IGGL in case the bidder is put on ‘Holiday’ by IGGL or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per provision of ITB.
- 1.6 (i) A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- (ii) 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.
- (iii) Alternative Bids shall not be considered.
- (iv) The provisions mentioned at sl. no. (i) and (ii) 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.



1.7 **Power of Attorney:**

Power of Attorney (POA) 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. Any consequence resulting due to such signing shall be binding on the 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.

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

- 1.8 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to IGGL promptly. Failure to same shall be considered as misrepresentation by the bidder.

2 **BID PRICES**

- 2.1 The Bidder is advised to visit and examine the site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required supply/job. The costs of visiting the site and cost of bidding shall be borne by the Bidder.
- 2.2 Bidders shall indicate the following in the Price Schedule/SOR format:-

- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
- B) Inland transportation upto Delivery Location and other costs incidental to delivery.

The material is required to be delivered through a registered common carrier as per section 3 of Carriage by the Road Act 2007.

Also, IGGL reserves the right to transport the material with it's own transporter.

- C) GST (CGST & SGST/UTGST or IGST) on the finished goods as well as on inland transportation,
- D) Charges for incidental services and GST (CGST & SGST/UTGST or IGST) on these services as per the Price Schedule/ Schedule of Rates.

The prices shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever; until any price escalation/variation is allowed elsewhere in the Tender Document.

- 2.3 Prices must be filled exactly in the format for "Price Schedule/ Schedule of Rates [SOR]" enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc. is noticed, the Bid is liable to be rejected.
As stated elsewhere in tender, bidder is required to quote all components of Price Schedule. In case, it is found that some of components of Price schedule viz. Freight, Ocean/Air Freight Charges, Incidental Services Component, etc. are left blank or quoted "Nil/Zero" in Price Bid, the same shall be considered inclusive in total quoted price for evaluation and ordering. No confirmation from the bidder shall be sought in this regard.
- 2.4 The delivery basis of the goods is mentioned in BDS. If the Goods are dispatched through dedicated full truck load, date of receipt of Goods by Purchaser at its designated site(s) /Store shall be considered as the date of delivery. Similarly, in case of break-bulk dispatches, the date of LR/GR shall be considered as date of delivery. The delivery terms [other than those mentioned in BDS] shall be interpreted as per INCOTERMS®2020 or its latest version.
- 2.5 Further, Bidder shall also mention the Harmonized System Nomenclature (HSN) at the designated place in Price Schedule/Agreed Terms & Conditions.
- 2.6 For transit Insurance arrangement refer BDS.
- 2.7 Materials are to be transported through a registered common carrier as per Section 3 of Carriage by the Road Act, 2007.
- 2.8 Information related to evaluation of bid shall not be disclosed by Bidder or any other person not concerned with such process. Any effort by a bidder to influence Purchase may result in action as per IGGL's procedure.
- 2.9 PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the original ordered quantity(s) without any change in unit price or other terms and conditions.

BI – TENDER DOCUMENT

3 CONTENTS OF TENDER DOCUMENT

- 3.1 The contents of Tender Document are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s)' issued:
- Section-I : Invitation for Bid [IFB]*
 - Section-II : Bid Evaluation Criteria [BEC] & Evaluation Methodology
 - Section-III : Instructions to Bidders [ITB] & Annexures
 - Section-IV : Forms & Format **
 - Section-V : General Conditions of Contract [GCC]-Goods***
 - Section-VI : Special Conditions of Contract [SCC]
 - Section-VII : Price Schedule/ Schedule of Rates

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

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



Bidder should study complete tender and quote accordingly. Failure to furnish all information as required in the Tender Document is liable for rejection.

4 CLARIFICATION AND AMENDMENT OF TENDER DOCUMENT

- 4.1 Any clarification/ addendum/ corrigendum issued either based on Bidder's query or at IGGL's initiative at any time prior to the 'Due Date & Time of Bid Submission' shall be integral part of the Tender Document and shall be web hosted as per Section I of Tender. The Purchaser, if consider necessary, may extend the bid due date.

[C] – PREPARATION OF BID

5 DOCUMENTS COMPRISING THE BID

- 5.1 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 a language other than English, the same should be accompanied by an English translation duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

5.2 In case of e-tendering:

Bidders are requested to refer instructions for participating in e-Tendering (Annexure-IV to Section III), Ready Reckoner for Bidders and FAQs available in e-portal and bids submitted manually shall be rejected. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney. The Bid must be submitted on Tender Wizard e-Portal as follows:

5.3 PART-I: "TECHNO-COMMERCIAL / UN-PRICED BID"

Comprising all the below mentioned documents should be uploaded in the Tender Wizard e-Portal:

- (a) 'Covering Letter' on Bidder's 'Letter head' clearly specifying the enclosed contents with index.
- (b) All the forms and Format of tender documents duly filled in and signed
- (c) Copy of Price Schedule/ Schedule of Rate (SOR) with prices blanked out but mentioning "Quoted" / "Not Quoted" (as applicable) written against each item, in support of having submitted prices in the Priced Bid/SOR strictly in the format provided in the Tender Document.
- (d) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document.
- (e) Power of Attorney, in favour of the authorized signatory of the Bid, as per clause no.1.7 of ITB.
- (f) Declaration for Bid Security as per Clause 9 of ITB



- (g) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-Tender) by the Authorized Signatory holding POA.
- (h) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document.

Note: In case of manual tendering, all the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder holding POA.

5.4 **PART-II: Price Bid**

Part-II of the Bid shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender Document as per instructions mentioned hereunder and to be digitally signed and uploaded in SOR attachment in IGGL's e-Portal(www.tenderwizard.com/MECON). IGGL shall not be responsible for any failure on the part of the bidder to follow the instructions given in the Note below.

Note:

- i) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the Bid. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Price Schedule/ Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
 - ii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the Bid.
 - iii) In case, it is observed that any of the Bidder(s) has/have offered *suo-moto* Discount/Rebate after opening of unpriced bid but before opening of price bid, such discount /rebate(s) shall not be considered for evaluation. However, in the event of the Bidder emerging as the lowest evaluated Bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the Bidder shall be considered for Award and the same will be conclusive and binding on the Bidder.
 - iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from Bidder, while evaluating the un-priced part of the Bid, any of the bidders offers upward revised prices; such Bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- 5.5 In case of bids invited under Single Bid System (clause no. 2.0(C) of IFB refers), a single envelope containing all documents specified above shall form the Bid.

6 GST (CGST & SGST/UTGST or IGST)

- 6.1 Within the contractual delivery period, the statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services shall be to IGGL's account. Beyond the contractual delivery 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 Supplier's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Purchaser.



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

In case of statutory variation(s) in the taxes & duties mentioned at clause no. 6.1 above, the Supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid Due Date and on the date of revision. Claim for payment of Statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two [02] months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.

- 6.2 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.
- 6.3 Supplier shall ensure timely submission of correct invoice(s), **as per GST rules/ regulation**, with all required supporting document(s) to enable IGGL to avail input credit of **GST (CGST & SGST/UTGST or IGST)**. Further, returns and details under GST laws & rules should be timely filed by the Supplier. If input tax credit is not available to IGGL for any reason not attributable to IGGL, then IGGL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** claimed in the invoice(s) and shall be entitled to deduct/ setoff /recover such **GST (CGST & SGST/UTGST or IGST)** together with all penalties and interest, if any, against any amounts paid or payable by IGGL to the Supplier.
- 6.4 The supplier shall mention the particulars of Indradhanush Gas Gird Limited, (place specified in BDS) on the Invoice. Besides, if any other particulars of IGGL are required to be mentioned, under **GST rules/ regulations** on the date of dispatch, the same shall also be mentioned on the Invoice.
- 6.5 **Regarding Reconciliation between GSTR 2A and Input Tax Credit**
Supplier shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable IGGL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.
If input tax credit is not available to IGGL for any reason not attributable to IGGL, then IGGL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by IGGL in future to the Supplier/Contractor under this contract or under any other contract.
In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of IGGL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from IGGL to the government



- exchequer, then, that Supplier shall be put under Holiday list of IGGL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on IGGL.
- 6.6 IGGL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** during evaluation of bid (if applicable as per Govt. Act/ Law in vogue). Where IGGL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.
- 6.7 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by IGGL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then IGGL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** to such vendor and shall also be entitled to deduct / recover such **GST (CGST & SGST/UTGST or IGST)** along with all penalties / interest, if any, incurred by IGGL.
- 6.8 **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 bidder may note the above and quote their prices accordingly.
- 6.9 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. 2 and 6 of ITB.
- 6.10 GST, as quoted by the bidder in Price Schedule, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes 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 “Zero” or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.
- In cases where the successful bidder quotes a wrong GST rate, 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.
- 6.11 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).
- 6.12 **Provision w.r.t. E- Invoicing requirement as per GST laws:**
Supplier who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing



under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by IGGL as no ITC is allowed on such invoices.

Therefore, all the payments to such supplier who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by Supplier of Goods with requisite details.

If input tax credit is not available to IGGL for any reason attributable to supplier (both for E-invoicing cases and non-E-invoicing cases), then IGGL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the supplier under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by supplier as per format F-10 along with documents for release of payment.

6.13 *Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of IGGL. However, in case where the GST amount doesn't reflect in Form GSTR-2A of IGGL, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of IGGL.*

7 **BID CURRENCIES:** Bidders must submit Bid in Indian Rupees only.

8 **BID VALIDITY:**

8.1 Bid shall be kept valid for period specified in BDS from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by IGGL as 'non-responsive'.

8.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Purchaser may request the Bidder to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without any actions being invoked as per bid security declaration. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'EMD' for the period of the extension

9 **EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY**

9A **DECLARATION FOR BID SECURITY**

Earnest Money Deposit/Bid Security is not applicable.

However, all the bidder (including MSEs, Startups) is required to submit Declaration for Bid Security in bid as per proforma at Form F-3A.

10.0 **ZERO DEVIATION:** Deviation to terms and conditions of Tender Document may lead to rejection of Bid. IGGL reserves the right to raise technical and/or commercial query(ies) to the Bidder(s), if required. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the Bid shall be sought, offered or permitted. The substance of the Bid includes but not limited to prices, completion/delivery period, scope, technical specifications



etc. Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame then its Bid shall be evaluated based on the documents available in the Bid.

11.0 REJECTION CRITERIA:

Notwithstanding the above, deviation to the following clauses of Tender Document shall lead to summarily rejection of Bid:

- a) Firm Price
- b) Specifications
- c) Bid Security declaration
- d) Schedule of Rates / Price Schedule / Price Basis
- e) Delivery Period / Period of Contract/ Completion schedule
- f) Period of Validity of Bid
- g) Price Reduction Schedule for delay in supply
- h) Contract Performance Security / Security Deposit, if applicable
- i) Warranty/ Guarantee
- 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 & conditions of Tender Document.

- 12. E-PAYMENT:** IGGL has initiated payments electronically to Suppliers / Contractors electronically through ‘e-banking’.

IDI – SUBMISSION OF BIDS

- 13. DEADLINE FOR SUBMISSION OF BID:** Bid must be submitted within the Due Date & Time of Bid submission (Original Bid Due date or Extended Bid Due date) at the address/Venue specified in the Tender Document.

- 14. LATE BID:** Late or 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.

15. MODIFICATION AND WITHDRAWAL OF BID

- 15.1 The Bidder may withdraw or modify its Bid after bid submission but before the Due Date & Time of Bid submission. The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.
- 15.2 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 invocation of action as per Bid Security declaration and rejection of Bid.



[E] **BID OPENING AND EVALUATION:**

16. **PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:** IGGL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the ground for IGGL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which IGGL shall respond quickly.

17. **BID OPENING**

17.1 IGGL will open unpriced bids and priced bid (of techno-commercially qualified 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. Similarly, qualified bidders shall be invited for Priced bid opening.

18. **CORRECTION OF ERRORS**

18.1 Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors in Price Schedule/SOR will be corrected by the Purchaser as follows:

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (i.e. 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 bidder shall be taken as correct and not the amount. 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

18.2 The amount stated in the Bid will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors. If the Bidder does not accept the corrected amount of Bid, its Bid will be rejected and actions shall be invoked as per Declaration for Bid Security.

19. **PURCHASE PREFERENCE:** Purchase preference to Central Government Public Sector Undertaking, Micro & Small Enterprises (MSEs) and Domestically Manufactured Electronic Products / Telecom Products etc. shall be allowed as per Government instructions in vogue, as applicable, from time to time.

[F] – **AWARD OF CONTRACT**

20. **AWARD**

20.1 IGGL will place order to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that Bidder, is determined to be qualified to satisfactorily perform the Contract.



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

IGGL will place the Purchase Order/Contract directly on the successful bidder from whom the bid has been received & evaluated and will not place order on other entities such as subsidiary, business associate or partner, dealer/distributor etc. of the Bidder.

- 20.2 The Purchaser reserves the right to delete the requirement of any one or more items of Tender Document without assigning any reason.
- 20.3 Where nature of items is such that the items cannot be supplied in exact quantity of the Purchase Order as in case of cables/ steel/ chemicals etc., quantity tolerance upto $\pm 5\%$ may be allowed. For such tolerance, separate amendment to Purchase Order would not be necessary.

21 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]:

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 E-mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on IGGL and successful Bidder (i.e. Supplier/Seller). The Notification of Award/FOA will constitute the formation of a Contract/ Delivery/Completion Period shall commence from the date of Notification of Award/FOA or as mentioned therein. Notification of Award/FOA will be followed by detailed order.

Order value mentioned in the FOA/Purchase Order is subject to Price Reduction Schedule clause.

22 DISPATCH SCHEDULE

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



22.4 Wherever, part shipment is allowed (refer BDS), the Supplier is allowed to make part shipment. However, until specified elsewhere in Tender Document, Payment for such part supplied Goods shall be made after supply of complete quantity of respective item.

23 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT [CPS/SD]

23.1 Within 30 days of the receipt of the notification of award/ FOA from IGGL, the successful Bidder shall furnish the Contract Performance Security/Security Deposit (CPS) in accordance with of General Conditions of the Contract (wherever applicable). The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract for the defined %age of contract/ Order value (excluding GST) in the BDS. However, CPS shall not be applicable in cases wherein the individual order value as specified in Notification of Award is less than INR 5 Lakh (exclusive GST).

23.2 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and action as per declaration for Bid Security.

23.3 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to IGGL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by IGGL.

23.4 The successful bidder can also submit the Security Deposit/CPS through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of IGGL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.

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

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

23.6 The supplier will submit covering letter along with CPS as per format at F-8.

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

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

24.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is as available at Annexure-II.

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

24.3 Void



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

Notwithstanding anything contained contrary in GCC or elsewhere in the Purchase Order, in case it is found that the Bidder/ Supplier indulged in fraudulent/ coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in IGGL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-II), the Bidder/Supplier shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Indradhanush Gas Grid Limited, to such Bidder/Supplier. The Bidder /Supplier / understands and agrees that in such cases where Bidder /Supplier 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 the Bidder /Supplier and the 'Arbitration Clause' mentioned in the GCC or elsewhere in the Purchase Order shall not be applicable for any consequential issue /dispute arising in the matter.

25 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSE)

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

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 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.

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

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



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

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

25.3 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit the following :

- (i) 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 benefit under Public Procurement Policy for MSEs-2012.
- (ii) An enterprise registered prior to 30.06.2020 and who is 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.

The above document(s) submitted by the Bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp. If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012. **The benefit of policy are not extended to the traders/dealers/ Distributors/Stockiest/Wholesalers.**

25.4 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 as per provision mentioned at clause no.25.3 above with prior consent in writing from IGGL, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful Bidder at the time of submission of invoice/Bill.

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

25.6 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.



25.7 Void

25.8 Interest payment on delayed payments to MSME is payable in line with Micro, Small and Medium Enterprises Development Act, 2006.

26 MENTIONING OF PAN NO. IN INVOICE/BILL:

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for transactions related to procurement of goods / services/ exceeding Rs. 2 Lacs per transaction or as amended from time to time. Accordingly, Supplier should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case Supplier do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction. Payment of Supplier shall be processed only after fulfilment of above requirement.

27 DISPUTE RESOLUTION

27.1 QUARTERLY CLOSURE OF THE CONTRACT AND SAMADHAN MECHANISM

During execution of 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 related issues /disputes will be monitored and addressed on quarterly basis for resolution. Vendor/ Supplier/ Contractor/Consultant (hereinafter referred 'Vendor') should first refer any issues/disputes to Engineer-in-Charge(EIC) for LOA/contracts/ Dealing C&P Executive for Purchase Orders and co-operate them for smooth execution of the contract and to timely address the issues, if any. For applicability of 'Quarterly Closure', please refer BDS.



27.2 CONCILIATION AND ARBITRATION

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. 2.5 and which cannot be resolved through Conciliation, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below, the remaining clauses from 2.2 to 2.6 shall apply to both Ad-hoc and Institutional Arbitration:-

- 2.1 On invocation of the Arbitration clause by either party, IGGL shall suggest a panel of three independent and distinguished persons (Retd Supreme Court & High Court Judges only) to the other party to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from IGGL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and IGGL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of IGGL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of 'Delhi International Arbitration Centre'.
- 2.2 The cost of arbitration proceedings shall be shared equally by the parties.
- 2.3 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be Guwahati, Assam, India only.
- 2.4 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Guwahati, Assam, India.



2.5 List of Excepted matters:

- a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
- 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. 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

28 DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS

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

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through its administrative Ministry/Department, whose decision will be final and binding on all concerned.

The above provisions mentioned at clause no.27&28 shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

29 PACKING INSTRUCTIONS

29.1 Packing shall be strong and sturdy such that it can withstand loading/unloading & pushing by mechanical devices. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new.

29.2 Fragile articles should have special packing materials depending on type of materials.

29.3 All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.



- 29.4 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.
- 29.5 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 29.6 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 29.7 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:
PURCHASER:
DESTINATION:
Purchase Order No.....
Net Wt..... Kgs,
Gross Wt..... Kgs.
Dimensions.....X.....X.....CM.
Package No. (Sl. No. of total packages).....
Seller's Name.....
- 29.8 Permits are to be obtained separately for entry/use of vehicles/trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:-
a) Vehicle/Equipment etc. should be brought to site in good conditions.
b) Valid Road Tax Certificate, fitness certificate and insurance policy from Competent Authority
c) Valid operating/driving license of driver/operator
d) Any other requirement mentioned elsewhere in Tender Document

30 VENDOR PERFORMANCE EVALUATION

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

31 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS:

To promote cashless transactions, the onward payments by Suppliers to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible.

32 PROVISIONS FOR STARTPUS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) (FOR APPLICABILITY REFER BDS)

Not Applicable



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

Price Reduction Schedule (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 should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier/ contractor has raised the invoice for full value, then supplier/ contractor should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if supplier/ contractor 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 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. 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.

34 **UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS [IF APPLICABLE]**

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.

35 **PROVISION W.R.T. TDS ON PURCHASE OF GOODS UNDER SECTION 194Q OF INCOME TAX ACT**

35.1 TDS as applicable will be deducted by IGGL under section 194Q of the Income Tax Act, 1961 on Purchases exceeds Rs. 50 Lakhs or limit defined therein from time to time during the financial year.

35.2 Since IGGL is liable to deduct Income Tax TDS under section 194Q, the provision of TCS as per section 206C(1H) of the Income Tax Act, 1961 shall not be applicable.

35.3 **Higher rate of TDS for non-filers of ITR**

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

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



ANNEXURE-I TO SECTION-III

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

ITB clause	Description				
A. GENERAL					
GENERAL	The Purchaser is: Indradhanush Gas Grid Limited The consignee details for the goods are Shall be provided along with Purchase Order				
1	The Invitation for Bid/ Tender is for 05/51/23VC/IGGL/009A PROCUREMENT OF INSULATING JOINTS FOR PIPELINE SECTION 4, 6, 7, 8, 9, 12, 13 & 14 OF NORTH -EAST GAS GRID PIPELINE PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED				
2.4	Delivery basis shall be <table border="1" style="width: 100%;"><tr><td>FOT/FOR Site, [location as per MR]</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr><tr><td>EX-WORKS</td><td style="text-align: center;"><input type="checkbox"/></td></tr></table>	FOT/FOR Site, [location as per MR]	<input checked="" type="checkbox"/>	EX-WORKS	<input type="checkbox"/>
FOT/FOR Site, [location as per MR]	<input checked="" type="checkbox"/>				
EX-WORKS	<input type="checkbox"/>				
2.6	Transit Insurance shall be arranged by :- <table border="1" style="width: 100%;"><tr><td>IGGL</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr><tr><td>SUPPLIER</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr></table>	IGGL	<input checked="" type="checkbox"/>	SUPPLIER	<input checked="" type="checkbox"/>
IGGL	<input checked="" type="checkbox"/>				
SUPPLIER	<input checked="" type="checkbox"/>				
B. TENDER DOCUMENT					
General	For clarification purposes only, the communication address is: Attention: <u>Rakesh Sharma, Sr. GM (Contracts)</u> Street Address: <u>MECON LIMITED</u> Floor/Room number: <u>15th Floor, Scope Minor, District Centre , Laxmi Nagar</u> City: <u>Delhi</u> ZIP Code: <u>110092</u> Country: <u>India</u> E-Mail : <u>cont-delhi@mecon.co.in</u>				
C. PREPARATION OF BID					
5.3	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid): SCC/Scope of Work refers <u>NIL</u>				



5.3	<p>Additional Provision for Price Schedule/ Schedule of Rate/ Bid Price are as under: <u>NIL</u></p> <p>Whether IGGL will be able to avail input tax credit in the instant tender</p> <table border="1" data-bbox="683 380 1230 575"><tr><td data-bbox="683 380 969 478">YES</td><td data-bbox="969 380 1230 478"><input checked="" type="checkbox"/></td></tr><tr><td data-bbox="683 478 969 575">NO</td><td data-bbox="969 478 1230 575"><input checked="" type="checkbox"/></td></tr></table> <p>Details of Buyer:</p> <table border="1" data-bbox="440 663 1391 993"><tr><td data-bbox="440 663 800 842">Consignee</td><td data-bbox="800 663 1391 842">INDRADHANUSH GAS GRID LIMITED Complete Address - Shall be intimated at the time of award.</td></tr><tr><td data-bbox="440 842 800 915">PAN No.</td><td data-bbox="800 842 1391 915">AAECI9589F</td></tr><tr><td data-bbox="440 915 800 993">GST no.</td><td data-bbox="800 915 1391 993">18AAECI9589F1ZZ (Assam) 16AAECI9589F1Z3 (Tripura)</td></tr></table> <p>IGGL Bank details</p> <p>Account Holder's Name: INDRADHANUSH GAS GRID LIMITED (IGGL)</p> <p>Bank Name : State Bank of India</p> <p>Account No. : CURRENT A/C NO. 37967639273</p> <p>IFSC Code: SBIN0003030</p> <p>BRANCH : DISPUR</p>	YES	<input checked="" type="checkbox"/>	NO	<input checked="" type="checkbox"/>	Consignee	INDRADHANUSH GAS GRID LIMITED Complete Address - Shall be intimated at the time of award.	PAN No.	AAECI9589F	GST no.	18AAECI9589F1ZZ (Assam) 16AAECI9589F1Z3 (Tripura)
YES	<input checked="" type="checkbox"/>										
NO	<input checked="" type="checkbox"/>										
Consignee	INDRADHANUSH GAS GRID LIMITED Complete Address - Shall be intimated at the time of award.										
PAN No.	AAECI9589F										
GST no.	18AAECI9589F1ZZ (Assam) 16AAECI9589F1Z3 (Tripura)										
8	The bid validity period shall be 04(Four) months from final 'Bid Due Date'.										
9.10&23.4	<p>IGGL's Bank a/c details:</p> <p>Bank Name : State Bank of India</p> <p>Account Holder's Name: INDRADHANUSH GAS GRID LIMITED (IGGL)</p> <p>Account No. : CURRENT A/C NO. 37967639273</p> <p>IFSC Code: SBIN0003030</p> <p>BRANCH : DISPUR</p> <p>Successful Bidder to mention reference no. "CPS/FOA/PO no....." in narration while remitting CPS amount in IGGL's Bank Account.</p>										



D. SUBMISSION

13	For submission of physical document as per clause no. 4.0 of IFB, the Owner's address is : Attention: <u>Rakesh Sharma, Sr.GM (Contracts)</u> Street Address: <u>MECON LIMITED</u> Floor/Room number: <u>15th Floor, Scope Minor, District Centre , Laxmi Nagar</u> City: <u>Delhi</u> ZIP Code: <u>110092</u> Country: <u>India</u>
17	The bid opening shall take place at: Refer IFB

F. AWARD OF CONTRACT

20	The following designated authority shall be contacted after receipt of Notification of Award for all contractual matters :- Will be intimated at the time of Award.				
22.4	Whether part shipment is allowed: <table border="1" data-bbox="441 890 1099 1104"><tr><td>YES</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NO</td><td><input type="checkbox"/></td></tr></table>	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>				
NO	<input type="checkbox"/>				
23	Contract Performance Security (CPS)/ Security Deposit <table border="1" data-bbox="441 1169 1099 1377"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr></table> If applicable, the value/ amount of Contract Performance Security/ Security Deposit <i>SD/CPBG @ 3% of Total Order/ Contract Value within 30 days of FOA/ notification of award.</i> <i>Order value as mentioned above will be exclusive of GST.</i>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
24.3	Void				

25	Whether tendered item is non-split able or not-divisible : <table border="1" data-bbox="441 268 1097 491"><tr><td data-bbox="441 268 776 382">YES</td><td data-bbox="776 268 1097 382">X</td></tr><tr><td data-bbox="441 382 776 491">NO</td><td data-bbox="776 382 1097 491">√</td></tr></table>	YES	X	NO	√
YES	X				
NO	√				
27.1	Quarterly Closure of Contract <table border="1" data-bbox="441 636 1097 810"><tr><td data-bbox="441 636 776 730">APPLICABLE</td><td data-bbox="776 636 1097 730">√</td></tr><tr><td data-bbox="441 730 776 810">NOT APPLICABLE</td><td data-bbox="776 730 1097 810">x</td></tr></table>	APPLICABLE	√	NOT APPLICABLE	x
APPLICABLE	√				
NOT APPLICABLE	x				
32	Applicability of provisions relating to Startups: <table border="1" data-bbox="441 926 1097 1157"><tr><td data-bbox="441 926 776 1060">APPLICABLE</td><td data-bbox="776 926 1097 1060">x</td></tr><tr><td data-bbox="441 1060 776 1167">NOT APPLICABLE</td><td data-bbox="776 1060 1097 1167">√</td></tr></table>	APPLICABLE	x	NOT APPLICABLE	√
APPLICABLE	x				
NOT APPLICABLE	√				

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

A Definitions:

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

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

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

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

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

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

A.6 ”Appellate Authority” shall be as constituted by IGGL.

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

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

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

A.9 “Investigating Agency” shall mean any department or unit of INDRADHANUSH GAS GRID LIMITED(IGGL) investigating into the conduct of Agency/ party; Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

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

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

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

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

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

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

B.2.2 Period of Banning

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

S. No.	Description	Period of banning from the date of issuance of Banning order
1	<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</p>	02 years

	shall be considered in this category.	
2	Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices	03 years
2.1	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: (i) Repeated once (ii) Repeated twice or more	7 years (in addition to the period already served) 15 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by INDRADHANUSH GAS GRID LIMITED (IGGL)	7 years
4	If act of vendor/ contractor is a threat to the National Security	15 years

C Effect of banning on other ongoing contracts/ tenders

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

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

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

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

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

D 3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
 - D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
 - D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works, services and consultancy services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of INDRADHANUSH GAS GRID LIMITED(IGGL) or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

- F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

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

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

1.0 GENERAL

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

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

2.0 OBJECTIVE

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

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

3.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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

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

4.0 EXCLUSIONS:

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

- i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.
- ii) Orders for Misc./Administrative items/ Non stock Non valuated items (PO with material code).

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

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

5.1 FOR PROJECTS

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

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

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

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

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

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) /contact (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 (3) Years.
- (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (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) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on 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 (3) Years.

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

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

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequent instances of poor/ non- performance in other ongoing order (s)/ contract (s) or new order (s) /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 to 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 period of Three Years and they shall also to be considered for Suspension.**

(C) Where Performance rating is “FAIR”:

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

5.2 FOR CONSULTANCY JOBS

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

5.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.

- ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.

- iii) Depending upon Performance Rating, following action shall be initiated:

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:
- A. Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

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

- B. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
- (b) **First Instance: Holiday (Red Card) for Two Years**
- (b) **Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Three Years**
- C. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):

- (d) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/Consultant shall be put on watch list for a period of Three (3) Years.
- (e) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year**
- (f) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on 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)

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

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

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

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

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

(C) Where Performance rating is “FA IR”

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

6.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

7.0 EFFECT OF HOLIDAY

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

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

- 7.3. Effect on other ongoing tendering:

- 7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 7.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re- invited.
- 8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

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

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

10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

11. ERRANT BIDDER

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, IGGL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in retendering 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 sl. no. 2 of para A of Clause no. 5.1 (v) and 5.3 (v).

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

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

**INDRADHANUSH GAS GRID
LIMITED(IGGL) PERFORMANCE RATING
DATA SHEET (FOR PROJECTS/
CONSULTANCY JOBS)**

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

Rejection/Defects Marks to be allocated on 10 marks
 prorata basis for acceptable
 quantity as compared to total
 quantity for normal cases

ii) When quality failure endanger system integration
 - low severe nature 10-25 marks and safety of the system

Failure of severe nature 0 marks
 - Moderate nature 5 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

**INDRADHANUSH GAS GRID
LIMITED(IGGL) PERFORMANCE RATING
DATA SHEET (FOR O&M)**

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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

1.3 RELIABILITY PERFORMANCE**20 Marks**

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



Annexure-IV to Section-III

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

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

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

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

Below mention support topic available in support section:-

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

Bidders may refer these and submit bid.

Notes:

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



SECTION- IV

FORMS & FORMATS



LIST OF FORMS & FORMAT

Form	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	LETTER OF AUTHORITY
F-3A	DECLARATION FOR BID SECURITY
F-4	AGREED TERMS & CONDITIONS
F-5	BIDDER'S EXPERIENCE
F-6	E-BANKING MANDATE FORM
F-7	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-8	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-9	FREQUENTLY ASKED QUESTIONS
F-10	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-11	BIDDER'S QUERIES FOR PRE BID MEETING
F-12	PROFORMA OF POWER OF ATTORNEY
F-13	FORMAT FOR NO CLAIM CERTIFICATE
F-14	UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE SECURITY/ SD WITHIN STIPULATED TIME LINE



F-1
BIDDER'S GENERAL INFORMATION

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

SUB: PROCUREMENT OF INSULATING JOINTS FOR PIPELINE SECTION 4, 6, 7, 8, 9, 12, 13 & 14 OF NORTH -EAST GAS GRID PIPELINE PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED

TENDER NO: 05/51/23VC/IGGL/009A

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm /Public Limited/ Pvt. Limited / Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor/ Partners/ Directors of the firm/company	
3b	Name of Power of Attorney holders of bidder	
4	Number of Years in Operation	
5	Erstwhile Name of Bidder /Details of name change during years of Operation	
6	Address of Registered Office: *In case of Partnership firm, provide current address of the firm for ordering purpose.	City: District: State: PIN/ZIP:
7	Telephone Number & Contact Information of Registered Office	_____ (Country Code) (Area Code) (Telephone No.) Mobile No. : E-mail ID:
8A	Bidder's address where order/contract is to be placed	City: District: State: PIN/ZIP:



8B	Address from where Goods/ Services are to be dispatched/ provided along with GST no. (In case supply of Goods / Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:
9	Telephone Number & Contact Information address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.) FAX No. : E-mail ID:
10	Website	
11	Mobile Number:	
12	ISO Certification, if any	[If yes, please furnish details]
13	PAN No.	
14	GST No. (refer sl. no. 8 above)	
15	Whether Micro or Small Enterprise	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 25)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 25)
	Whether MSE is owned by Women	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 25)
16	Whether Bidder is Startups or not	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No.31)
	In case of Start-up confirm the following: (i) Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration] (ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.100 Crores.	



Note: * IGGL intent to place the order/contract directly on the address from where Goods are produced/ dispatched. In case, bidder wants order/ contract at some other address or supply of Goods from multiple locations, bidder is required to provide in their bid address on which order is to be placed at sl.no.8A above.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F-2
LETTER OF AUTHORITY

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

Ref:

Date:

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

SUB: PROCUREMENT OF INSULATING JOINTS FOR PIPELINE SECTION 4, 6, 7, 8, 9, 12, 13 & 14 OF NORTH -EAST GAS GRID PIPELINE PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED

TENDER NO: 05/51/23VC/IGGL/009A

Dear Sir,

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

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

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

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

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

Note: This "Letter of Authority" should be on the "**letterhead**" of the 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 "Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening'. Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings' / 'Un-priced Bid Opening'.



F-3A
DECLARATION FOR BID SECURITY

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

SUB: PROCUREMENT OF INSULATING JOINTS FOR PIPELINE SECTION 4, 6, 7, 8, 9, 12, 13 & 14 OF NORTH -EAST GAS GRID PIPELINE PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED

TENDER NO: 05/51/23VC/IGGL/009A

Dear Sir

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

We, M/s _____ (*Name of 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 IGGL in this regard), 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 IGGL during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of 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:



F-4
AGREED TERMS & CONDITIONS

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

SUB: PROCUREMENT OF INSULATING JOINTS FOR PIPELINE SECTION 4, 6, 7, 8, 9, 12, 13 & 14 OF NORTH -EAST GAS GRID PIPELINE PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED

TENDER NO: 05/51/23VC/IGGL/009A

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

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name, Vendor Code of IGGL (if any) and address (FOA/Order shall be released in this name)	Bidder's name : IGGL's Vendor Code: Address:
2	Bidder furnishes bid security declaration	
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).	
4	Bidder confirms quoted prices are strictly as per Price Schedule format of the Tender Document.	
5	Bidder to specify the Dispatch Point [Location, Dist. & State from where material will be dispatched]:	
6	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
7	Bidder confirms that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document, within 30 days of FOA in case of successful bidder.	
8.	Bidder confirms that CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
9	Bidder confirms compliance to Delivery/ Completion Period as specified in Bid Document and the same shall be reckoned from the date of Fax of Acceptance (FOA).	



Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
10.	(i) Bidder confirms acceptance of Price Reduction Schedule (PRS) for delay in delivery as specified in Bid Document. (ii) In case of delay, the bills shall be submitted after reducing the price reduction due to delay (refer PRS Clause).	
11.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections & enclosures). b) Bidder confirms that printed terms and conditions of Bidder are not applicable.	
12.	Bidder confirms bidder's offer is valid for time period specified in BDS from the final 'Bid Due Date'.	
13.	Bidder confirms that the contents of this Tender Document have not been modified or altered by them. In case, it is found that the Tender Document has been modified / altered by the Bidder, the Bid submitted by the bidder shall be liable for rejection".	
14.	Bidder hereby confirms that they are not on 'Holiday' by IGGL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. 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.	
15.	Bidder confirms that they have read and understood the General Conditions of Contract – Goods & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC-Goods.	
16.	Bidder confirms that (i) none of Directors of bidder is a relative of any Director of IGGL or (ii) the bidder is a firm in which any Director of IGGL or his relative is a partner.	
17.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
18.	Bidder hereby confirms that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 6 of ITB (Anti-profiteering clause).	
19.	Bidder confirms that they have quoted GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid.	



Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
20	Whether bidder is liable to raise E-Invoice as per GST Act.	Yes/No
	If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
21.	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) in Price Bid	
22.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account.	
23.	<p>Part Order:</p> <p>(a) Bidder confirms acceptance to Part Order.</p> <p>(b) Bidder confirms any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.</p>	
24.	<p>Testing and Inspection charges:</p> <p>Bidder confirms goods and services are subject to stage-wise and final Inspection by Owner / Owner's Authorized representative. Travel, Living and Personnel expenses of Owner / Authorized representative shall be borne by Owner / authorized representative.</p>	
25.	It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, their Bid may be rejected.	
26.	<p>If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable:</p> <p>Bidder agrees and acknowledges that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights 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. Bidder expressly agrees, acknowledges and understands that</p>	



Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
	the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, Bidder hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	
27	Bidder to ensure all documents as per tender including clause 5 of Section III and Format F-1 are included in their bid.	
28	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 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.	
29	Bidder certifies that they would adhere to the Fraud Prevention Policy of IGGL [available on IGGL's website] 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. 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.	
30	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:
Date:

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



F-5
BIDDER'S EXPERIENCE

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

SUB: PROCUREMENT OF INSULATING JOINTS FOR PIPELINE SECTION 4, 6, 7, 8, 9, 12, 13 & 14 OF NORTH -EAST GAS GRID PIPELINE PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED

TENDER NO: 05/51/23VC/IGGL/009A

Sl. No	Description of the Supply/ Services	PO/ Contr-act No. and date	Full Address & phone nos. of Client.	Postal & nos. of	Value of Contract/ Order (<i>Specify Currency Amount</i>)	Date of Commencement	Scheduled Completion /Delivery Period (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)	

Place:
Date:

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



F-6
E-Banking Mandate Form
(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)



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ACKNOWLEDGEMENT CUM CONSENT LETTER

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

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

SUB: PROCUREMENT OF INSULATING JOINTS FOR PIPELINE SECTION 4, 6, 7, 8, 9, 12, 13 & 14 OF NORTH -EAST GAS GRID PIPELINE PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED

TENDER NO: 05/51/23VC/IGGL/009A

Dear Sir,

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

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

Postal Address with Pin Code:
Telephone Number :
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-8
PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE
SECURITY / SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s INDRADHANUSH GAS GRID LIMITED 5th Floor, Central Mall, G S Road, Christian Basti, Guwahati	Bank Guarantee No.	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	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 having registered office at 5th Floor, Central Mall, G S Road, Christian Basti, Guwahati (herein after called the "IGGL" which expression shall wherever the context so require include its successors and assignees).

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

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to INDRADHANUSH GAS GRID LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to IGGL in such manner as IGGL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.



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

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.
2. The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.2 of ITB [Section-III] of Tender Document.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence or in the Bank Guarantee itself.
5. Supplier shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.



Annexure

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

1	BANK GUARANTEE NO	:					
2	VENDOR NAME / VENDOR CODE	:	<table border="1"><tr><td>NAME</td><td></td></tr><tr><td>VENDOR CODE</td><td></td></tr></table>	NAME		VENDOR CODE	
NAME							
VENDOR CODE							
3	BANK GUARANTEE AMOUNT	:					
4	PURCHASE ORDER/ LOA NO	:					
5	NATURE OF BANK GUARANTEE (Please Tick (✓) Whichever is Applicable	:	<table border="1"><tr><td>PERFORMANCE BANK GUARANTEE</td><td>SECURITY DEPOSIT</td><td>EMD</td><td>ADVANCE</td></tr></table>	PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE				
6	BG ISSUED BANK DETAILS	:					
	(A) EMAIL ID	:					
	(B) ADDRESS	:					
	(C) PHONE NO/ MOBILE NO.	:					



F-9
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
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 1.6 of Instruction to Bidders of Tender Document.
5.0	Void	
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 25 of Instructions to Bidders of Tender Document.
7.0	Are there are any benefits available to Startups?	Refer Clause No. 32 of Instructions to Bidders and BDS of Tender Document.

All the terms and conditions of Tender remain unaltered.



F-10

**UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS
PER GST LAWS)**

(to be submitted on letter head along with documents for release of payment)

To,
M/s INDRADHANUSH GAS GRID LIMITED

.....

SUB:

PO NO:

Dear Sir,

We _____ (Name of the Supplier) hereby confirm that E-Invoice provision as per the GST Law is

(i) Applicable to us []

(ii) Not Applicable to us []

(Supplier is to tick appropriate option (✓ or X) above).

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice issued without following this process, such invoice can-not be processed for payment by IGGL as no ITC is allowed on such invoices. We also confirm that If input tax credit is not available to IGGL for any reason attributable to Supplier (both for E-invoicing cases and non-E-invoicing cases), then IGGL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier under this contract or under any other contract.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

F-11
BIDDER'S QUERIES FOR PRE BID MEETING

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

SUB: PROCUREMENT OF INSULATING JOINTS FOR PIPELINE SECTION 4, 6, 7, 8, 9, 12, 13 & 14 OF NORTH -EAST GAS GRID PIPELINE PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED

TENDER NO: 05/51/23VC/IGGL/009A

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

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

SIGNATURE OF AUTHORISED REPRESENTATIVE OF BIDDER: _____
NAME OF BIDDER : _____

Format F-12
POWER OF ATTORNEY

(to be submitted on the letter-head of company)

SUB: PROCUREMENT OF INSULATING JOINTS FOR PIPELINE SECTION 4, 6, 7, 8, 9, 12, 13 & 14 OF NORTH -EAST GAS GRID PIPELINE PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED

TENDER NO: 05/51/23VC/IGGL/009A

Name of Bidder: _____

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

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

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

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)



SIGNATURE OF THE AUTHORIZED PERSON/(S)

(Name of person)

E-mail id:

Digital token no. used for uploading the bid:

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



Format F-13

NO CLAIM CERTIFICATE

[On the Letter-head of Contractor]

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

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

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

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

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

Signature with Seal of contractor

Dated :



F-14

**UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE SECURITY/
SD WITHIN STIPULATED TIME LINE
(to be submitted on letter head of bidder)**

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

**SUB: PROCUREMENT OF INSULATING JOINTS FOR PIPELINE SECTION 4, 6, 7, 8, 9, 12,
13 & 14 OF NORTH -EAST GAS GRID PIPELINE PROJECT OF M/S INDRADHANUSH
GAS GRID LIMITED**

TENDER NO: 05/51/23VC/IGGL/009A

Dear Sir,

We hereby confirm that we have clearly understood the requirement of Contract Performance Security/
SD specified in the tender document.

We also hereby confirm that in case of award of contract / order, we will submit Contract Performance
Security/ SD within 30 days from the date of Fax of Acceptance.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Bidder Name:

Seal:

SECTION – V

**GENERAL CONDITION OF GOODS –
(GCC-Goods)**

General Conditions of Contract - GOODS

INDEX

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41	Limitation of Liability

1. Definitions

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

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



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

1.12 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.

1.13 PURCHASER shall mean IGGL having its registered office at IGGL, 5th floor, Central Mall, Christian Basti, GUWAHATI, Assam, PIN -781005 (INDIA). The term PURCHASER includes successors, assigns of IGGL.

1.14 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.

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

Quantities – Bills of quantities

Bills of quantities

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

1.15 SELLER shall mean the person, firm or company with whom PURCHASE ORDER/CONTRACT is placed/entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.

1.16 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.

1.17 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.

1.18 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.

1.19 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.



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



General Conditions of Contract (Goods)

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

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



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



General Conditions of Contract (Goods)

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

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

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



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

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

14. Time Schedule & Progress Reporting

14.1 Time Schedule Network/Bar Chart

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

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

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

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

14.2 Progress Trend Chart/Monthly Report

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

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

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

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

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

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



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CONSULTANT.

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



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



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

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

20. Guarantee

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

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

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

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

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

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

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

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

20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/CONSULTANT shall



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have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfill the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER/CONSULTANT in this regard shall be to SELLER's account.

21. Terms of Payment

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

General Notes:

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



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- Indian bidders and to respective accounts in case of Foreign bidder.
- v) Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
 - vi) No interest charges for delay in payments, if any, shall be payable by PURCHASER.
 - vii) In case of Indian bidder, variation, if any, on account of customs duty on their built-in-import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site(s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER along with invoicing itself.
 - viii) Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.
- 22. Prices** 22.1 Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid.
- 23. Subletting & Assignment** 23.1 The contractor shall not without previous consent in writing of the PURCHASER authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.
- 24. Time As Essence of Contract** 24.1 The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.
- 25. Delays In The Seller's Performance** 25.1 If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule the PURCHASER has the right to:
- i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; or
 - ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT



General Conditions of Contract (Goods)

- is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or
- iii) hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.
- 25.1 Any inexcusable delay by the SELLER or his sub-contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, imposition of price reduction for delay in delivery and termination of the contract for default.
- 26. Price Reduction Schedule For Delayed Delivery**
- 26.1 Subject to Article -29, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.
- 26.1.1 Deductions shall apply as per following formula:
In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by **½ % (half percent)** of the total contract price per complete week of delay or part thereof subject to a maximum of **5%(five percent)** of the total contract price.
- 26.2 In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.
- 26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee.
Both seller and PURCHASER agree the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.
- 27. Rejections, Removal of Rejected Equipment & Replacement**
- 27.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's/CONSULTANT's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.



General Conditions of Contract (Goods)

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

28. Termination of Contract

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



General Conditions of Contract (Goods)

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

28.2 Termination for Insolvency

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

28.3 Termination for Convenience

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

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

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

29. Force Majeure

29.1 Shall mean and be limited to the following:

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

The SELLER shall advise PURCHASER/CONSULTANT by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay

within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, PURCHASER/CONSULTANT reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.

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

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

30. Resolution of Disputes/ Arbitration

30.1 The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

30.3 Legal Construction

The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated within Guwahati.

30.4 Arbitration

All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by a sole arbitrator. The PURCHASER IGGL shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator.



General Conditions of Contract (Goods)

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

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

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

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

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

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| 31. Governing Language | 31.1 | The Contract shall be written in English language as specified by the PURCHASER/CONSULTANT in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties. |
| 32. Notices | 32.1 | Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax, telex/cable confirmed in writing. |
| | 32.2 | A notice shall be effective when delivered or on the notice's effective date, whichever is later. |



General Conditions of Contract (Goods)

- 33. Taxes & Duties**
- 33.1 A foreign shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the PURCHASER's country.
- 33.2 A domestic Seller shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on finished products shall be reimbursed by PURCHASER.
- 33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.
- 33.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.
- 34. Books & Records**
- 34.1 SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER/CONSULTANT or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lumpsum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.
- 35. Permits & Certificates**
- 35.1 SELLER shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.
- 36. General**
- 36.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.
- 36.2 Losses due to non-compliance of Instructions
- Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER/CONSULTANT in connection with the contract execution shall be recoverable from the SELLER.



General Conditions of Contract (Goods)

- 36.3 Recovery of sums due
- All costs, damages or expenses which the PURCHASER/CONSULTANT may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.
- 36.4 Payments, etc. not to affect rights of the PURCHASER
- No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER/CONSULTANT shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.
- 36.4 Cut-off Dates
- No claims or correspondence on this Contract shall be entertained by the PURCHASER/Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any).
- 36.6 Paragraph heading
- The paragraph heading in these conditions shall not affect the construction thereof.
- 37. Import License** 37.1 No import license is required for the imports covered under this document.
- 38. Fall Clause** 38.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any Persons/Organizations including the Purchaser or any Department of the Central Govt. or any Department of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.
- 38.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Deptt. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand

correspondingly reduced.

The above stipulation will, however, not apply to:

- a) Exports by the Contractor/Supplier or
- b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement
- c) Sale of goods such as drugs which have expiry dates.

38.3 The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order:-

“I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the IGGL under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Deptt. of Central Govt. or any Deptt. of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the IGGL under the order”.

Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a), (b) & (c) of sub-para 38.2 above, of which details shall be furnished by the supplier.

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| 39. Publicity & Advertising | 39.1 | Seller shall not without the written permission of PURCHASER/CONSULTANT make a reference to PURCHASER/CONSULTANT or any Company affiliated with PURCHASER/CONSULTANT or to the destination or the description of goods or services supplied under the contract in any publication, publicity or advertising media. |
| 40. Repeat Order | 40.1 | PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the total order value without any change in unit price or other terms and conditions. |
| 41. Limitation of Liability | 41.1 | Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production. |

SECTION – VI

**SPECIAL CONDITIONS OF
CONTRACT – GOODS
(SCC - GOODS) & ANNEXURE TO
SCC**

1. DEFINITIONS

- 1.1. In addition to meaning ascribed to certain capitalized terms in Section V “GCC - GOODS”, following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in Section V “GCC - GOODS”, the meaning ascribed to such term hereunder shall prevail:
- 1.1.1. Definitions
- Bidding Documents shall mean documents issued to the bidder pursuant to documents listed in ITB.
- Effective Date shall mean the date on which Seller’s obligations will commence and that will be date of Fax of Acceptance (FOA).
- Warehouse / Dump yard / Dump site shall mean a place hired/owned by Owner for the purpose of storing the materials / equipment to be procured.
- 1.2. Interpretations
- 1.2.1. Where any portion of the GCC - Goods is repugnant to or at variance with any provisions of the SCC - Goods then, unless a different intention appears, the provisions of the SCC - Goods shall be deemed to govern the provisions of the GCC - Goods and SCC - Goods provisions shall prevail to the extent of such repugnancy, or variations exist.
- 1.2.2. In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- 1.2.3. Notwithstanding the sub-division of the Contract Documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Agreement so far as it may be practicable to do so.
- 1.2.4. All headings, subtitles and marginal notes to the clauses of the GCC - Goods, SCC - Goods or to the Specifications or to any other part of Bidding Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
- 1.2.5. The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalised term.
- 1.2.6. Except the obligation of payment to Seller, Consultant may discharge all other Purchaser’s obligations.
In Bidding Documents at all such places where obligations are confined to Purchaser alone such provision to read as ‘Purchaser/Consultant’s’ obligation to the extent the context so means/ requires.
- 1.3. In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence :
- i) Contract Agreement
 - ii) Detailed Letter of Acceptance along with Statement of Agreed Variations.
 - iii) Fax / Letter of Intent / Fax of Acceptance.
 - iv) Schedule of Rates as enclosures to Letter of Acceptance.
 - v) Job / Particular Specifications.
 - vi) Drawings
 - vii) Technical / Material Specifications.
 - viii) Special Conditions of Contract.

- ix) Instruction to Bidders
- x) General Conditions of Contract.
- xi) Indian Standards
- xii) Other applicable Standards

2. SELLER'S SCOPE

(GCC - Goods Clause No. 5.0)

2.1 Supply of **Insulating Joints for Pipeline Section 4, 6, 7, 8, 9, 12, 13 & 14 of North -East Gas Grid Pipeline Project of M/s IGGL**

2.2 Seller's scope shall include (a) manufacturing of **Insulating Joints for Pipeline Section 4, 6, 7, 8, 9, 12, 13 & 14 of North -East Gas Grid Pipeline Project of M/s IGGL** as per Material Requisition technical specifications; (b) preparation of Quality Assurance / Quality control programme; (c) obtaining Owner's approval; (d) arranging Inspection and Testing certification; (e) Inspection by Purchaser's/Agency Designated by Purchaser and obtaining Inspection Release Note; (f) obtaining dispatch clearance; (g) Packing; and (h) Loading on truck/trailer for Indian Bidder / loading on ship at FOB Port of Exit including stowing as applicable for foreign Bidder.

3. PACKING, MARKING AND SHIPMENT

3.1. The Seller, wherever applicable shall after proper painting, pack and crate all goods for sea/air/road/rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse. The Seller shall be held responsible for all damages due to improper packing. The Seller shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration.

3.2. Seller shall comply with the Packing, Marking and Shipping Instructions and Special Packaging Requirement as per Attachment II of this Bidding Document.

4. DELIVERY SCHEDULE

4.1 All goods under the scope of the seller shall be as given in IFB:

4.1.1 **For Indian Bidder:**

Delivery of Goods shall be FOT Site basis. The date of receipt of all components under the respective item of price schedule of supply at designated IGGL's store/stores as per MR shall be considered as date of delivery.

4.1.2 **Void**

4.1.3 Failing to meet delivery schedule will be subject to Price Reduction and/or other remedies available to the Purchaser in Bidding Documents.

4.1.4 Price Reduction Schedule (PRS) shall be applicable as per clause 14 below.

4.1.5 Delivery period as detailed in Clause 4.1 of SCC-Goods, shall be the essence of Agreement and no variation shall be permitted.

4.1.6 The delivery period shall be reckoned from the date of Fax of Acceptance.

4.2 ***The delivery location of the material is as indicated in Material Requisition.***

5. DESPATCH INSTRUCTIONS

- 5.1. Seller shall obtain dispatch clearance from the Purchaser prior to each dispatch.
- 5.2. Copy of Inspection Release Certificate, Dispatch Clearance and Statement showing the name of the vessel/transporter, description and weight of material and shipping marks etc. to be submitted along with the documents.

6. INDEPENDENT SELLER

- 6.1. It is expressly understood and agreed that Seller is an independent party and that neither the Seller/ its personnel are servants, agents or employees of Purchaser nor the Seller has any kind of interest in other sellers.

7. LIEN

- 7.1. Seller shall ensure that the Scope of Supply supplied under the Agreement shall be free from any claims of title/liens from any third party. In the event of such claims by any party, Seller shall at his own cost defend, indemnify and hold harmless Purchaser or its authorised representative from such disputes of title/liens, costs, consequences etc.

8. RECOVERY OF GST

- 8.1. In case, the statutory variation entitles the Employer to recover the amount (irrespective of Contractual Delivery) such amount will be recovered from any bill of the Contractor, immediately on enforcement of such variation, under intimation to the Contractor.

9. REJECTION

- 9.1. Any materials/goods covered under scope of supply, which during the process of inspection by appointed third party, at any stage of manufacture/fabrication and subsequent stages, prior to dispatch is found not conforming to the requirements/specifications of the Purchase Requisition/Order, shall be liable for immediate rejection.
- 9.2. Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to EMPLOYER.

10. LIMITATION OF LIABILITY

- 10.1. Notwithstanding anything contrary contained herein, the aggregate total liability of Supplier under the Contract or otherwise shall be limited to 100% of contract value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

11. INSURANCE

Insurance is in the scope of bidder.

12. GOVERNING LAW

- 12.1. Laws of India will govern the Agreement and Guwahati courts will have exclusive jurisdiction on all matters related to Agreement.

13. PURCHASERS'S RIGHTS AND REMEDIES

- 13.1. Without prejudice to PURCHASER's right and remedies under Agreement, if SUPPLIER fails to commence delivery as per agreed schedule and/or in reasonable opinion of the PURCHASER, SELLER is not in a position to makeup the delay to meet the intended purpose, the PURCHASER may terminate the AGREEMENT in full or part at SUPPLIER's default and may get supplies from other sources at SUPPLIER's risk and cost.

14. PRICE REDUCTION SCHEDULE (PRS)

"Clause 26.0 of GCC shall stand modified to the following extent:

14.1. *In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period.*

14.2. *The value referred in PRS clause is excluding taxes and duties.*

14.3. "As mentioned in GCC, in case delay in supply/ execution of contract, supplier/ contractor/ service provider will raise invoice for reduced value as per Price Reduction Clause. If supplier/ contractor/ service provider has raised the invoice for full value, then supplier/ contractor/ service provider will issue Credit Note towards the applicable PRS amount.

In case supplier/ contractor/ service provider fails to submit the invoice for reduced value or does not issue credit note as mentioned above, IGGL will release the payment to supplier/ contractor/ service provider after effecting the PRS clause.

In the event of 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.

15. TERMS AND MODE OF PAYMENT

The terms and mode of payment shall be as per Annexure to SCC.

16. VOID

17. ORIGIN OF GOODS

(In partial modification to GCC)

A certificate issued by relevant Chamber of Commerce to this effect shall form part of shipping documents.

18. FALL CLAUSE

Fall Clause under Clause 38 of IGGL's GCC Goods stand deleted.

19. QUALITY ASSURANCE/QUALITY CONTROL

19.1. The Bidder shall prepare a detailed quality assurance plan for the execution of Contract for various facilities, which will be mutually discussed and agreed to.

19.2. The Bidder shall establish document and maintain an effective quality assurance system outlined in recognized codes.

19.3. The Purchaser, while agreeing to a quality assurance plan shall mark the stages where they would like to witness the tests; review any or all stages of work at shop/site as deemed necessary for quality assurance.

20. PERFORMANCE EVALUATION

REFER ITB.

21. VOID

22. .3RD PARA OF CLAUSE NO. 20 OF GCC SHALL STAND MODIFIED AS PER FOLLOWING:-

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

23. POST ORDER CORRESPONDENCE

All post-order correspondence shall be addressed to:

- a) Project Coordinator / GM (Inspection & Expediting)
MECON Limited
13th Floor, SCOPE Minar, North Tower, Laxmi Nagar District Centre,
Delhi 110092
- b) DGM (Project),
M/s Indradhanush Gas Grid Limited (IGGL)
IGGL Office, 5th Floor, Central Mall,
G S Road, Christian Basti, Guwahati
- c) DGM (C&P)
M/s Indradhanush Gas Grid Limited (IGGL)
IGGL Office, 5th Floor, Central Mall,
G S Road, Christian Basti, Guwahati

ANNEXURE TO SCC

PAYMENT TERMS AND MODE OF PAYMENT

1. TERMS OF PAYMENT

The following shall be read in conjunction with Article 21 of GCC (Goods)

- 1.1 90% of Invoice value including transportation with 100% taxes and duties will be paid progressively on receipt of material at storage yard after adjustment against PRS and against submission of invoice in triplicate along with:
- i) Inspection release note by Purchaser/Purchaser's agency.
 - ii) Copy of LR
 - iii) Packing List
 - iv) Dispatch instructions/clearance by Purchaser/Purchaser's agency

The invoice as per GST Act / Law shall be raised in the name of Officer-in-Charge, Indradhanush Gas Grid Limited as per PO

- 1.2 Balance 10% amount of Invoice value shall be paid within 30 days on receipt and acceptance of complete materials at storage yard against submission of Claim Advice / Supplementary Invoice along with:
Confirmation by Purchaser/Purchaser's agency against receipt of documents as specified in Vendor Data Requirement in MR."

2. THE INVOICE SHALL BE MADE AFTER ADJUSTING THE FOLLOWING:

- 2.1. PRS pursuant to GCC - GOODS Clause 26.0 and SCC (Goods) – Clause 14.1, if applicable.
- 2.2. Indian agents commission, if applicable.

3. MODE OF PAYMENT

Please refer clause no. 20 of ITB.

4. DEDUCTION AT SOURCE

- 4.1. Purchaser will release the payment to the Seller after effecting deductions as per applicable law in force.
- 4.2. Purchaser will release payments to the Contractor after offsetting all dues to the Purchaser payable by the Contractor under the Contract.

5. PAYING AUTHORITY:

Shall be intimated to the successful bidders.

SECTION-VII

PRICE SCHEDULE

ATTACHED
SEPERATELY