



INDRADHANUSH GAS GRID LIMITED (IGGL)

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

GUWAHATI, ASSAM

NORTH EAST GAS GRID PHASE-III OF IGGL

BID DOCUMENT

FOR

SUPPLY OF BARE & COATED PIPES

FOR

NORTH EAST GAS GRID PHASE-III OF IGGL, ASSAM

OPEN DOMESTIC COMPETITIVE BIDDING

TENDER ID: VCS21000017

Tender No.: C2201052-VCS-IGGL-TENDER-001

VOLUME – I OF II



Energising Quality

**PREPARED AND ISSUED BY
VCS QUALITY SERVICES PVT. LTD.**

Noida, India

[In case of any conflict in terms & conditions given in documents uploaded on TENDER WIZARD portal (Vol. I & Vol. II) and provisions/ conditions available at TENDER WIZARD portal (including General terms and conditions (GTC)), the terms & conditions contained in documents uploaded in TENDER WIZARD portal (Vol. I & Vol. II) shall prevail]



MASTER INDEX

**ITEM: SUPPLY OF BARE & COATED PIPES FOR NORTH EAST GAS
GRID PHASE-III OF M/S INDRADHANUSH GAS GRID LIMITED
ASSAM**

TENDER NO. : C2201052-VCS-IGGL-TENDER-001

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SECTION-I

INVITATION FOR BID (IFB)

SECTION-I
"INVITATION FOR BID (IFB)"

TENDER NO. : C2201052-VCS-IGGL-TENDER-001

Date: 28.04.2022

To,

[PROSPECTIVE BIDDERS]

SUB: TENDER DOCUMENT FOR SUPPLY OF BARE & COATED PIPES FOR NORTH EAST GAS GRID PHASE-III OF M/S INDRADHANUSH GAS GRID LIMITED, ASSAM

Dear Sir/Madam,

1.0 M/s VCS Quality Services Pvt. Ltd., 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 PHASE-III**”, invites bids from bidders for the subject supply/job, in complete accordance with the following details and enclosed Tender Documents.

M/s VCS Quality Services Pvt. Ltd., on behalf of M/s 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	SUPPLY OF BARE & COATED PIPES FOR NORTH EAST GAS GRID PHASE-III OF IGGL				
(B)	TENDER NO. & DATE	<u>TENDER NO. : C2201052-VCS-IGGL-TENDER-001</u> Date: 28.04.2022				
(C)	TYPE OF BIDDING	<table border="1" style="margin-left: auto; margin-right: auto;"><tr><td style="text-align: center;">SINGLE BID SYSTEM</td><td style="text-align: center;">X</td></tr><tr><td style="text-align: center;">TWO BID SYSTEM</td><td style="text-align: center;">√</td></tr></table> OPEN DOMESTIC COMPETITIVE BIDDING	SINGLE BID SYSTEM	X	TWO BID SYSTEM	√
SINGLE BID SYSTEM	X					
TWO BID SYSTEM	√					

		Description	Delivery Schedule	Effective Date of Start										
(D)	CONTRACTUAL DELIVERY DATE	Supply of Coated Pipes at Designated Storage yard/Dump Sites/Warehouse	Delivery within 60 weeks. (Progressively Lot Wise from beginning of 16th week and up to end of 60th week.) Lot-1: Week 16 - Week 26 Lot-2: Week 28 - Week 40 Lot-3: Week 50 -Week 60	Date of Issue of Fax of Acceptance (FOA)										
		Supply of Bare Pipe at and keep all bare pipes in pipe Manufacturing Plant for the specified period.	Delivery within 40 weeks. (Progressively Lot Wise from beginning of 16th week and up to end of 40th week.) Lot-1: Week 16 - Week 26 Lot-2: Week 28 - Week 40	Date of Issue of Fax of Acceptance (FOA)										
		Please refer Annexure-I to SCC for Lot-wise delivery schedule.												
(E)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<table border="1" data-bbox="816 1073 1325 1213"> <tr> <td>APPLICABLE</td> <td>√</td> </tr> <tr> <td>NOT APPLICABLE</td> <td>x</td> </tr> </table> <p>EMD Amount: All Bids must be accompanied by EMD amount of:</p> <table border="1" data-bbox="769 1356 1370 1507"> <tr> <td>For Item A1</td> <td>INR 242.36 Lakh</td> </tr> <tr> <td>For Item A2</td> <td>INR 37.01 Lakh</td> </tr> <tr> <td>For Item A3</td> <td>INR 24.91 Lakh</td> </tr> </table> <p>Bidders quoting for more than one Item, EMD requirement shall be on cumulative basis failing which complete offer shall be liable for rejection.</p>			APPLICABLE	√	NOT APPLICABLE	x	For Item A1	INR 242.36 Lakh	For Item A2	INR 37.01 Lakh	For Item A3	INR 24.91 Lakh
APPLICABLE	√													
NOT APPLICABLE	x													
For Item A1	INR 242.36 Lakh													
For Item A2	INR 37.01 Lakh													
For Item A3	INR 24.91 Lakh													
(F)	DECLARATION FOR BID SECURITY	MSEs, CPSEs, Start-ups (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security in bid as per proforma at Form F-2A.												



(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 28.04.2022 to 28.05.2022 (1400 Hrs, IST) on following websites: (i) VCS Tender Wizard Portal (e-Portal):_ https://www.tenderwizard.com/VCS (ii) IGGL Website – https://iggl.co.in/
(H)	Annual registration charges on e-tender portal (Non-refundable, to Tender wizard)	INR 2000 + GST @18% = INR 2360/-
(I)- a	E-Tender Processing Fee (Nonrefundable, to Tender wizard)	INR 3500 + GST @18% = INR 4130/-
(I)- b	Reverse Auction Fee (Nonrefundable, to Tender wizard)	INR 3500 + GST @18% = INR 4130/- per Auction
(J)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 05.05.2022 Time : 1500 Hrs IST Shall be conducted through Video Conferencing Details of VC as under Google Meet joining info Video call link: meet.google.com/vtp-ygbp-ptv
(K)	BID DUE DATE AND TIME (ON OR BEFORE)	Upto 1400 hrs. (IST) on 28.05.2022
(L)	DATE, TIME & VENUE OF UN-PRICED BID OPENING	Date : 28.05.2022 Time : 1500 Hrs (IST) Shall be conducted through Video Conferencing Details of VC as under Google Meet joining info Video call link: meet.google.com/cus-edcn-paq



(M)	CONTACT DETAILS OF TENDER DEALING OFFICER	Head (Contracts & Procurement) M/s VCS Quality Services Pvt. Ltd. Unit no. 1116 - 1121, Tower 4, Assotech Business Cresterra, Plot No. 22, Sector-135, Expressway Noida-201301 Phone No.: +91-8447121518/ 9205366772 e-mail: cp@vcsprojects.com/ ashwani.chandra@vcsprojects.com/ Manohar.joshi@vcsprojects.com
(N)	DEALING IGGL'S OFFICE ADDRESS	M/s Indradhanush Gas Grid Limited 5th Floor , Central Mall G.S. Road, Christian Basti Guwahati , Assam - 781005
(O)	Non Refundable Fee for Mill Audit (As per Production Line per Mill and / or Coating Work)	Rs. 10,00,000/- plus GST as applicable

Note:

Bidders are advised to complete the registration on e-tender portal (<https://www.tenderwizard.com/VCS>) at least two working days prior to bid submission date. In accordance with the general conditions of tender, IGGL/ VCS may amend these dates of the tender process at its sole discretion. In case any of the specified dates are declared a public holiday, the deadline shall be the next working date.

3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III). The IFB is an integral and inseparable part of the Tender Document.

4.0 Bid must be submitted only on Tender Wizard's e-portal (www.tenderwizard.com/VCS) Further, The following documents in addition to uploading in the bid on e-Portal shall also be submitted in Original (in physical form) within 07 (Seven) days from the Bid Due Date provided the scanned copies of the same have been uploaded in Tender Wizard Portal by the bidder along with e-bid within the Bid Due Date & Time, to the address mentioned in Bidding Data Sheet (BDS) [Annexure-IV to Section-III):-

- i) Declaration of Bid Security (for MSEs, CPSEs, Start-ups (to whom exemption is allowed as per extant guidelines in vogue))
- ii) Submission of EMD in Original
- iii) Power of Attorney
- iv) Void
- v) Demand Draft towards Demonstration Fee (if applicable)
- vi) Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products.

5.0 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations/exceptions.

6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its amendment(s) if any from websites as mentioned at 2.0 (F) of IFB and submit their Bid



complete in all respect as per terms & conditions of Tender Document on or before the Bid Due Date & Time.

- 7.0** Bid(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 Bid is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).

The Tender Document calls for offers on single point “Sole Bidder” responsibility basis (except where Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Supply/Specification(s) as specified in Tender Document.

- 8.0** Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 9.0** All the bidders including those who are not willing to submit their bid, are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from the date of receipt of tender information.
- 10.0** This document shall be read in conjunction with Tender No.: **C2201052-VCS-IGGL-TENDER-001**.

11.0 BIDS FROM CONSORTIUM AND MULTIPLE/ALTERNATIVE BIDS

- 11.1 Consortium/Joint bids shall not be acceptable.
- 11.2 A bidder (i.e. the bidding entity) shall, on no account submit more than one bid either directly or indirectly, failing which all bids submitted by such bidder directly & indirectly, shall stand rejected and BID SECURITY shall be forfeited. Alternative bids shall not be acceptable.
- 12.0** Experience of only the bidding entity shall be considered. A job executed by a bidder for its own plant / projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for Subsidiary / Fellow Subsidiary/ Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/ Fellow Subsidiary/ Holding company. Such bidders to submit these documents in addition to the documents specified in the Tender Documents to meet BEC.

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

- 13.0** In case any Indian bidder bids through demonstration route for capability and/or capacity assessment of their mill (for bare pipe manufacturing and / or coating work), the bidder shall be required to deposit, a fee of **Rs. 10 Lakh (Rupees Ten Lakh Only) plus GST as applicable**, per mill per type of pipe, by a demand draft in favor of VCS Quality Services



Pvt Ltd, Noida with letter offering the demonstration. This fee shall be non-refundable, irrespective of the outcome of the demonstration. Further, if a bidder submits his bid through demonstration route and for any reason whatsoever, withdraws from demo, the fee deposited shall not be refunded and it shall not tantamount to withdrawal of his bid. **VCS shall issue invoice to Bidder in respect of above MILL AUDIT FEES.**

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

- 14.0** The bidder shall furnish documentary evidence by the way of track record, copies of work order, completion certificate and Balance Sheet or Audited Financial Statements including Profit & Loss Account etc. along with the Bid to establish his experience and track record meeting qualification criteria. Bidders should ensure submission of complete information/documentation in the first instance itself. Qualification may be completed based on the details so furnished without seeking any subsequent additional information. Subsequent to the submission of bid, bidders are not allowed to change the price or substance of the bid i.e. scope of work, specifications, delivery schedule, completion period etc. including modification of the bid to meet the BEC of the tender.
- 15.0** IGGL/VCS reserves the right to carry out capability assessment of the bidder including referral to in-house information.
- 16.0** No extension in the bid due date/time shall be considered on account of delay in receipt of any document by mail.
- 17.0 BIDDING PROCEDURE:**
- 17.1 Bidding will be conducted through Open Domestic Competitive Bidding basis. Single-stage two bid system is adopted for this tender.
- 17.2 The submission and opening of bids will be through e-tendering mode at <https://www.tenderwizard.com/VCS>. Tender document can be downloaded from the website <https://www.tenderwizard.com/VCS>. Payment of requisite e-Tender Processing Fee (nonrefundable) shall be made to Tenderwizard's account through online mode vide the link on their e-procurement portal as specified in the tender document before bidding. Any bidder who does not pay this processing fee to Tenderwizard's will not be able to proceed further for bid submission. IGGL/ VCS shall not be accountable to any payment made in favour of M/s. Tenderwizard.

Note:

- (1) To participate in the e-tendering, it is mandatory for the bidders to have user ID & Password. For this purpose, the bidder has to register itself with Tenderwizard's website <https://www.tenderwizard.com/VCS>. Please also note that the bidder has to obtain digital signature token for applying in the tender and in general, activation of registration may take 24 hours' subject to the submission of all requisite documents required in the process.
- (2) IGGL/ VCS in no way shall be responsible if the bidder fails to apply due to non-possession of Digital Signature & non registration.



18.0 DOWNLOADING OF TENDER DOCUMENT

The tender document is available for downloading from Tenderwizard's e-procurement website (<https://www.tenderwizard.com/VCS>) or from e-tender link given on official VCS website www.vcsquality.com for viewing / participation of the eligible bidders. Bidders meeting the bid evaluation criteria who intend to submit their bid may download the tender for submission by the bid due date and time. Bidder shall give an undertaking on his letterhead that the contents of the bidding document have not been altered or modified. Bid evaluation criteria shall be applicable for all the bidders.

Payment of requisite e-Tender Processing Fee (non-refundable) shall be made to Tenderwizard's account through online mode vide the link on their e-procurement portal before bidding. Any bidder who does not pay this processing fee to Tenderwizard's will not be able to proceed further for bid submission. IGGL/ VCS shall not be accountable to any payment made in favour of Tenderwizard.

Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the website mentioned above.

Disclaimer clause: Bidders are advised to visit Tenderwizard's e-tendering website and VCS website regularly for any updates on the tender. The ignorance to visit the website, will not be accepted as a reason for any gap / missing information like corrigenda, amendments, clarifications etc.

This is not an Order.

For & on behalf of
Indradhanush Gas Grid Limited

(Authorized Signatory)
Designation: Head (C&P)
E-mail ID : cp@vcsprojects.com /
ashwani.chandra@vcsprojects.com /
manohar.joshi@vcsprojects.com

Contact No.: +91 – 8447121518 / 9205366772



Cut-Out Slip

DO NOT OPEN - THIS IS A QUOTATION

(To be pasted on the envelope containing Original EMD/Declaration of Bid Security, Power of Attorney, etc. as per clause 4.0 of IFB)

Tender No. : C2201052-VCS-IGGL-TENDER-001
Description : SUPPLY OF BARE & COATED PIPES FOR NORTH EAST GAS GRID PHASE-III OF IGGL
Due Date& Time : 28.05.2022 at 1400 Hrs (IST)

From:	To: M/s VCS Quality Services Pvt. Ltd. Head (Contracts & Procurement) Unit no. 1116 - 1121, Tower 4, Assotech Business Cresterra, Plot No. 22, Sector-135, Expressway Noida-201301 Phone No. : +91 – 8447121518/9205366772 e-mail : cp@vcsprojects.com / ashwani.chandra@vcsprojects.com / manohar.joshi@vcsprojects.com
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(To be pasted on the envelope containing Physical documents)

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SECTION-II

BID EVALUATION

CRITERIA & EVALUATION

METHODOLOGY

1. 1.0 Brief scopes of supply and delivery period are as detailed below:

1.1 Scope of Supply:

DIMAPUR-KOHIMA-IMPHAL PIPELINE SECTION AND SILIGURI – GANGTOK PIPELINE SECTION

Item. No.	Size (Inch/m m)	Thk. (mm)	Material	Coating	Method of Manufacturing	Total Qty (Mtr)	Storage Yard /Dump Site/ Warehouse Location	Remarks
								Qty. as per Pipeline Section Wise (m)
COATED LINE PIPE								
A1	12.750 ” (323.8)	7.14	API 5L GR X-70 PSL2	External Coating :3LPE, 3.1 mm thk Internal Coating: Liquid Epoxy 100 µm	SMLS/ HFW	27212 0	DS-1, DS-2A, & DS-3A	136170 m For Dimapur Section
							DS-4A, DS-5A, & DS-6A	135950 m For Siliguri Section
A2	12.750 ” (323.8)	8.38	API 5L GR X-70 PSL2	External Coating :3LPE, 3.1 mm thk Internal Coating: Liquid Epoxy 100 µm	SMLS/ HFW	35800	DS-2B, DS-3B	23000 m For Dimapur Section
							DS-4B, DS-5B & DS-6B	12800 m For Siliguri Section
TOTAL QTY (m) (A1+A2)						307920		
Item. No.	Size (Inch/m m)	THK. (mm)	Material	Coating	Method of Manufacture	Total Qty (Mtr)	Pipe Storage Plant	Remarks
								Qty. as per Pipeline Section Wise (m)
BARE LINE PIPE								
A3	12.750 ” (323.8)	9.53	API 5L GR X-70 PSL2	NA	SMLS/ HFW	30000	Note-a	15000 m For Dimapur Section
								15000 m For Siliguri Section

Abbreviations

- 1) HFW – High Frequency Welding
- 2) SMLS – Seamless
- 3) NA – Not applicable
- 4) DS-Dump Site/Storage yard/Warehouse

Notes:

- a) Line pipe manufacturer shall manufacture & store all bare pipe in their plant for the period of 6 months from CDD or acceptance of last pipe stored in their plant by IGGL (whichever is later).

Details of scope are as follows:

For Item no. A1 & A2:

Manufacturing, inspection, factory testing, Supply of API 5L PSL-2 Carbon Steel Coated Pipe (3LPE External coating with internal liquid epoxy coating), transportation and handling of all Coated to designated dump Site /warehouse / storage yard, including arrangement & maintenance thereof

For Item No. A3:

Manufacturing, inspection, factory testing of API 5L PSL-2, Storage & preservation of Carbon Steel bare Pipe in their Plant for the period as specified in subsequent clause of this documents as per Material Requisition & Tender.

Notes:

1. Bidder quoting for Item-A1, must quote for the full quantity for that item; else bidder's offer shall not be considered for evaluation.
2. Bidder quoting for Item-A2, must quote for the full quantity for that item; else bidder's offer shall not be considered for evaluation.
3. Bidder quoting for Item-A3, must quote for the full quantity for that item; else bidder's offer shall not be considered for evaluation.
4. Bidder can quote individually for A1 or A2 or A3 or for all A1, A2 & A3. Bidder quoting for all items must meet individual qualification criteria for each item.
5. Item No. A1, A2, shall be External 3 Layer Polyethylene (3LPE) Coating and Internal Liquid Epoxy Coating.
6. Item no. A3 shall be supplied in bare conditions only, without any External / Internal Coating.
7. Detailed scope of work and technical specifications are enclosed elsewhere in the tender document.
8. Raw Material Inspection will be witnessed by Vendor appointed TPIA & TPIA shall issue MTC as per EN 10204-3.2 certification.

1.2 Delivery Schedule:

Description	Delivery Schedule	Effective Date of Start
Supply of Coated Pipes at Designated Storage yard/Dump Sites/Warehouse	Delivery within 60 weeks. (Progressively Lot Wise from beginning of 16th week and up to end of 60th week.) Lot-1: Week 16 - Week 26 Lot-2: Week 28 - Week 40 Lot-3: Week 50 -Week 60	Date of Issue of Fax of Acceptance (FOA)
Supply of Bare Pipe at and keep all bare pipes in pipe Manufacturing Plant for the specified period.	Delivery within 40 weeks. (Progressively Lot Wise from beginning of 16th week and up to end of 40th week.) Lot-1: Week 16 - Week 26 Lot-2: Week 28 - Week 40	Date of Issue of Fax of Acceptance (FOA)

1.3 Proposed locations of Storage yard/Dumpsite/Warehouse along with Lot size are as under:

Item No	Pipe Size (Inch/mm)	Thk (mm)	Total Qty (m)	Dump Site location Code	Total Qty (m) Dump Site Wise	Required quantity in each storage Yard/Dump Site/Warehouse Lot Wise		
						Lot-1 (m)	Lot-2 (m)	Lot-3 (m)
COATED PIPE								
A1	12.750" (323.8) (Coated) API 5L X70 PSL 2	7.14	272120	DIMAPUR-KOHIMA-IMPHAL PIPELINE SECTION				
				DS-1	39680	20000	17000	2680
				DS-2A	41920	24000	15000	2920
				DS-3A	54570	30000	20000	4570
				SILIGURI – GANGTOK PIPELINE SECTION				
				DS-4A	56320	33000	20000	3320
				DS-5A	47360	25000	20000	2360
				DS-6A	32270	20000	12270	-

Item No	Pipe Size (Inch/mm)	Thk (mm)	Total Qty (m)	Bare Pipe Sstorage location Code	Total Qty (m) to be kept in Line pipe Manufactur ing Plant	Required quantity to be kept in Line pipe Manufacturing Plant (Lot Wise)				
						Lot-1 (m)	Lot-2 (m)	Lot-3 (m)		
DIMAPUR-KOHIMA-IMPHAL PIPELINE SECTION										
A2	12.750” (323.8) (Coated) API 5L X70 PSL 2	8.38	35800			DS-2B	7680	7680	-	-
						DS-3B	15360	15360	-	-
						SILIGURI – GANGTOK PIPELINE SECTION				
						DS-4B	3800	3800	-	-
						DS-5B	6400	6400	-	-
						DS-6B	2560	2560	-	-
TOTAL QTY (m) (A1+A2)			307920	-	307920	187800	104270	15850		
BARE PIPE										
A3	12.750” (323.8) Bare Pipe API 5L X70 PSL 2	9.53	30000	Note- b below	30000	15000	-	-		
TOTAL QTY (m) (A1+A2+A3)			337920	-	337920	202800	119270	15850		

Abbreviations for Dump Site (DS) Locations

- DS-1 : Dimapur (Nagaland)
- DS-2A & DS-2B: Zakhama (Nagaland)
- DS-3A & DS-3B: Senapati (Manipur)
- DS-4A & DS-4B: : Damdim (West Bengal)
- DS-5A & DS-5B: Lava (West Bengal)
- DS-6A & DS-6B: : Marming (Sikkim)

NOTES:

- a) Site should be within 10 km radius from the chainage locations (Details of which shall be intimated later to the successful bidder) and must be well connected to road.
- b) Line pipe manufacturer shall manufacture & store all bare pipe in their plant for the period of 6 months from CDD or acceptance of last pipe stored in their plant by IGGL (whichever is later).
- c) For Detail Scope of Work for Development of Storage yard/Dump site/Warehouse, refer Doc no C221052-00-PP-SOW-2001 of Technical tender II of II.

2.0 Void

3.0 Bid Evaluation Criteria and Evaluation Methodology:

3.1 Technical Criteria

Bidder quoting for supply of coated pipe should meet the combined qualification of bare line pipe & Coating work as stipulated below:

3.1.1 Qualification Criteria for Bare Line Pipes

The bidder shall either be a Line Pipe manufacturer, or a supplier who has been authorized by a Line Pipe manufacturer.

3.1.1.1 For Line Pipe Manufacturer

- 01 In line with policy issued by Govt. of India, bidder shall have minimum domestic value addition as defined in Amendment to Domestically Manufactured Iron & Steel Policy- Revised, 2019 or latest against the quoted item & has to submit the affidavit as per the policy enclosed with the Bidding Document. Presently, the minimum domestic value addition is 35%.
In absence of above affidavit as per format (Form-1 to Section II, Vol I of II), the offer of bidder shall be summarily rejected and the offer shall not be considered for further evaluation.
- 02 The bidder shall be a manufacturer of API 5L (PSL2) or equivalent quality line pipes and shall have valid license to use API monogram on API 5L line pipes with product specification level PSL-2 quality from the proposed pipe mill (s).
- 03 The bidder should have manufactured and supplied from the proposed pipe mill (s) at least one (1) km of line pipe in a single order as per API 5L, PSL-2 or equivalent that are of same type (manufacturing process) and equal or higher in terms of diameter, wall thickness and material grade for each item number as quoted for, in last seven (07) years reckoned from the due date of bid submission.
- 04 In addition, line pipe manufacturer should have manufactured and supplied from proposed pipe mill for each item number (s) at least 10% of the quoted quantity of line pipes in single order as per API 5L PSL 2 Grade X-65 or higher that are of same type (manufacturing process), equal or higher in terms of diameter, with

minimum wall thickness of 6.4 mm or higher for A1, minimum wall thickness of 7.92 mm or higher for A2, minimum wall thickness of 8.74mm or higher for A3.

Equivalence with API 5L PSL-2 shall be established based on the requirements of four parameters i.e. Specified Minimum Yield strength, Cold expansion, Fracture Toughness & 100% Non-Destructive Examination of weld seam. The individual value shall be same or better.

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

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

The mill capability certificate from one of the above- mentioned reputed agencies for the proposed mill for same or higher size, wall thickness and material Grade as quoted for or higher grade, issued in the last 12 months, reckoned from the bid due date, for any of IGGL/GAIL/ONGC/IOCL/OIL/NRL projects shall be considered acceptable for this project also.

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

The list of accepted HR Coils/ Plates/Billets manufacturer (s) other than specified in the tender document or in case any new domestic steel manufacturer (Coils/ Plates/Billets) is qualified, the same shall be intimated to all techno-commercial qualified bidders prior to price bid opening.

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

- 07 Bidder who do not meet the qualification requirement under clause 3.1.1.1 (03) & 3.1.1.1 (04) above, proposing to manufacture & supply from pipe mill in India, such bidder shall be considered for supply of line pipes covered under scope of supply subject to submission of Pipe mill capacity demonstration certificate (Annexure-I to Section II, Vol I of II) issued by IGGL or its authorized representative based on satisfactory demonstration of the pipe mill (s) capacity for line pipe as per API 5L PSL-2 that are of same type and equal or higher in terms of diameter, wall thickness and material grade as offered for items listed in scope of supply, in the last 24 months reckoned from due date of submission of bid along with their offer.

3.1.2 Qualification Criteria for three-layer Polyethylene Coating Work and internal epoxy coating of line pipe

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

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

For all items: Outside diameter 8” or higher

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

- 3.1.2.2 Coating Plant Qualification: The Bidder shall furnish a certificate for proposed coating plant along with their bid, (which have not

been audited by IGGL /GAIL/ONGC/IOCL/OIL/NRL/ or its authorized representatives or, have not carried out Coating application for IGGL/GAIL/ONGC/IOCL/OIL/NRL of same or higher size during last seven years reckoned from the Due date for Bid Submission, as per Format provided in the tender documents, from a reputed International inspection agency (i.e. CEIL, LLOYDS, BV, DNV, TUV, ABS, MOODY, AIB-Vincotte) certifying that the plant has capability to coat line pipes (external/internal, as applicable) complying with technical requirements specified in tender document. Non-compliance to the above requirement will make the plant liable for rejection.

The above certificate for coating plant qualification from one of the above-mentioned reputed agencies for the proposed coating plant for same or higher size as quoted for and the issue date shall be within 12 months, reckoned from the bid due date, for any of IGGL/GAIL/ONGC/IOCL/OIL/NRL projects shall be considered acceptable for this project also.

3.1.2.3 Bidders who do not meet the qualification under clause 3.1.2.1 above, such bidder shall also be considered for coating of line pipes covered under this enquiry subject to submission of coating plant capability & capacity demonstration certificate issued by IGGL / its authorized agency based on satisfactory demonstration of the coating plant(s) capability for 3 LPE coating of line pipe that are of equal or higher in terms of diameter as quoted, in the last 24 months reckoned from bid due date along with their bid in India.

3.1.2.4 In case the bidder having the Coating plant in India has not carried out such demonstration earlier, he may demonstrate the capability of coating plant, from where coating of line pipes is proposed to be carried out as per the methodology as given in Annexure-II to Section-II, Vol I of II.

3.1.2.5 “Bidders” meeting the Qualification criteria as per clause No 3.1.2.1 or 3.1.2.3 as mentioned above are allowed to relocate the coating plant within India, subject to their meeting corresponding requirement stipulated in the Material Requisition.

3.1.2.6 Bidder can relocate their coating plant near the dumpsite/ storage yard, subject to meeting the following:

- i. Certificate from third party inspection (TPI) Agency for the existing coating plant as specified in 3.1.2.2 above along with the bid.
- ii. A confirmation with the bid that the bidder will provide certificate from one of the above TPI Agency for the relocated coating plant before start of the execution of order from the relocated plant.

3.1.3 Bidder who are line pipe manufacturer and do not have coating plant facility can also participate in the bidding process by submitting their bid along with MOA with coating contractor for External & Internal Coating. In such case, proposed coating contractor shall meet the qualification criteria for coating works as stipulated at cl. no. 3.1.2 of BEC above and shall be firm for execution of the contract and all the activities of the Project for the

entire contract period including Defect Liability Period.

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

- 3.1.4 For Authorized Line Pipe / Coated Line Pipe Supplier - The bidders who are sole selling agents / authorized distributors/ authorized dealers/authorized supply houses of the domestic manufacturers of coated line pipes are eligible to bid on behalf of the domestic manufacturers. However, this shall be subject to the meet the conditions as per Annexure-III of Section-II, Vol I of II.

3.2 **Financial Criteria**

3.2.1 **Annual Turnover**

The minimum annual turnover (i.e. Revenue from Operations) of the bidder as per their audited financial statement in any one of the three immediate preceding financial years shall be as under:-

Item No.	Required Annual Turnover (INR in Cr.)
A1	123.93
A2	18.93
A3	14.70

3.2.2 **Net Worth**

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

3.2.3 **Working Capital**

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

Item No.	Required Working Capital (INR in Cr.)
A1	24.78
A2	3.79
A3	2.94

If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores (or equivalent in USD), confirming the availability of line of credit for working capital amount mentioned herein above. (The line of Credit from Bank to be submitted strictly as per format at F-9).

The Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder.

Note to Clause No. 3.2:

(i) In case a Bidder intends to qualify for more than one item / combination, the bidder shall be required to meet the qualification requirement of Annual Turnover and Working Capital on cumulative basis.

(ii) VOID

(iii) **Annual Turnover:** In case the tenders having the due date for submission of bid up to 30th September* of the relevant financial year, and audited financial results of the immediate 3 preceding financial years are not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that.

Wherever the closing date of the bid is after 30th September* of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years. However, in case bidder is meeting the Annual Turnover criteria of BEC based on Audited Financial Statement of any one of the preceding 3 financial years, the same shall suffice and bidders may submit prescribed format.

(iv) **Net Worth/Working Capital:** In case the tenders having the due date for submission of bid up to 30th September* of the relevant financial year, and audited financial results of the immediately preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for Net worth/ Working Capital calculation.

Wherever the closing date of the bid is after 30th September* of the relevant financial year, Bidder has to compulsorily submit the audited financial results for the immediate preceding financial year.

*The period of 30th September will be as amended from time to time by government.

3.3 Documentation

3.3.1 Bidder shall furnish duly filled-up Form-1 to Section-II. Line pipe Manufacturer shall furnish documentary evidence along with the bid, to establish the above qualification criteria, such as purchase order/ work order, inspection release note/ completion certificates of relevant previous supplies & valid API 5L License to use API monogram on API 5L PSL2 line pipes.

3.3.2 For establishing equivalence as mentioned in paragraphs 3.1.1.1 (02, 03 & 04), bidder shall submit documents as stated in paragraph no. 3.1.1.1 (05).

3.3.3 The bidder who is an authorized supply house of the manufacturer of iron & steel products are eligible to bid on behalf of the domestic manufacturers meeting the Criteria stipulated under clause no. 3.1.4 above shall furnish a "Letter of Undertaking/Authority Certificate" from manufacturer along with the bid in the Format (Appendix-I to Section-II, Vol I of II) in addition to the documents required for qualification of pipeline manufacturers.

3.3.4 Bidder who are line pipe manufacturer and do not have coating facility can submit MOA with coating contractor for External & Internal Coating as specified in clause no. 3.1.3.

3.3.5 Coating applicator shall furnish documentary evidence along with the bid, to establish the above qualification criteria, such as purchase order/work order, inspection release note/ completion certificates of relevant previous supplies.

3.3.6 Bidder shall furnish documentary evidence in the form of duly audited Financial Statements including Auditor's Report, Balance Sheets, Profit and Loss Accounts statements, Notes & schedules etc. of the immediate preceding 3 (Three) financial years along with the Bid to establish Bidder's conformance to Financial Criteria in Clause No. 3.2 above as under:

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

BEC Clause no.	Description	Documents required for qualification
3.2.1	Annual Turn-over	Bidder(s) shall submit copy of Audited Annual Financial Statement including Auditor's report [balance sheet and Profit & Loss Account Statement, notes, schedules etc.] of three (3) preceding Financial year(s) along with un- priced bid.
3.2.2	Net Worth	Bidder(s) shall submit copy of Audited Annual Financial Statement including Auditor's report [balance sheet and Profit & Loss Account Statement, notes, schedules etc.] of last Financial year along with un-priced bid.
3.2.3	Working Capital	Bidder(s) shall submit copy of Audited Annual Financial Statement including Auditor's report [balance sheet and Profit & Loss Account Statement, notes, schedules etc.] of last Financial year(s) along with un-priced bid. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores (or equivalent USD), confirming the availability of line of credit for amount specified in para 3.2.3 above, (Refer format as attached in 'Forms & Formats' for certificate from Bank for Line of Credit).

3.3.7 Authentication of documents to be submitted in support of BEC:

The authentication of documents to be submitted in support of BEC shall be as per Annexure-IV to Section-II, Vol I of II.

Note to Bid Evaluation Criteria (Clause no. 3.0 above):

Exchange rate for Conversion of Currency for evaluation of documents submitted by bidders for BEC which are in other currency than specified in BEC shall be as follows:

(a) BEC (Technical Criteria): Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of order/contract submitted by bidder.

(b) BEC (Financial Criteria):

(i) For Annual Turnover:

The average of Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the First date and Last date of the respective

Financial Year.

(ii) For Net-Worth & Working Capital:

The Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the Last date of the respective Financial Year.

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

<https://www.xe.com/currencyconverter>

<https://economictimes.indiatimes.com/markets/forex/currency-converter>

<https://www.oanda.com/currency/converter>

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

Further, any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be considered as submitted in bid/subsequent response against IGGL/VCS's query, if any. Any information/ documents issued post final bid due date shall not be considered for evaluation.

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

Since the subject package is not falling under list of service indicated in operation guidelines for relaxation of prior turnover & experience norms for startup and also works falls under critical security operations and equipment's category, it is proposed that relaxation of prior experience & prior turnover for start-ups is not envisaged.

6.0 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: Not Applicable

7.0 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.

8.0 Bid Security: Applicable as per Clause 2 (E) of IFB, Section I of Vol I of II of tender document.

9.0 EVALUATION METHODOLOGY:

9.1 Techno-commercial evaluation shall be completed, identifying the items for which the bidders are acceptable. The priced bids for such acceptable bidders shall be opened and prices for the Techno-Commercially acceptable items shall be considered for evaluation by IGGL/VCS.

Based on these opened Prices Reverse Auction shall be conducted as under:

- Reverse auction shall be conducted on item wise basis, i.e.

separately for each item.

- The evaluated price shall be determined after arithmetic correction (if any)

- 9.1.1 Reverse Auction shall be conducted in phase, taking one item at a time. However, Reverse Auction for an item shall be conducted and after conclusion of RA for that item, RA for another item will be conducted and so on.
- 9.1.2 The Evaluated price (including arithmetic Correction, if any) of various bidders for respective item shall be the Bid Opening Price of the respective bidders.
- 9.1.3 During the Reverse Auction, the bidder shall have to bid their evaluated price based on the bid opening price as well as the decrement amount of respective item.
- 9.1.4 The evaluated unit / total prices (item wise) of the short listed bidders based on their price bids submitted initially in e-portal shall be the Ceiling price or the maximum permitted starting bid in reverse auction for respective bidders.
- 9.1.5 The start price of bidders will be automatically populated by system at the time of start of Reverse Auction. The same will be considered as participation by bidder in Online Reverse Auction process. In case any bidder emerges lowest bidder after RA based on their start price (s), the same will be considered as their final price(s) for award of contract / order irrespective of whether bidder had actually logged in RA portal or not. In case bidder does not accept the same, such bidder will be considered as errant bidder and action will be taken against bidder as per provision in this regard.
- 9.1.6 Bid decrement amount for the Reverse Auction shall be minimum 0.5% of the last bid of the respective bidder.
- 9.1.7 Void
- 9.1.8 The due date and time of conducting the Reverse Auction will be informed well in advance to Bidders, through email/ telefax.
- 9.1.9 In order to ensure that adequate communication network is available for the bidders, a dedicated Fax No. as well as two hotline nos. will be made available at the time of reverse auction and shall also be informed to the Bidders.
- 9.1.10 Bidders at their own interest should ensure uninterrupted internet connectivity at their end during the reverse auction with necessary backups to take care of any connectivity problem.
However, in case of failure in connectivity of any of the bidders, the reverse auction time shall be extended against the request of bidders provided such request is received within the auction time. Such extensions shall each be of 10 minutes and no more than two requests per bidder for such extensions shall be entertained in the auction. The extension of auction time shall be communicated to all the bidders through system broadcast message and intimated telephonically to the bidders who are disconnected from Reverse Auction at that point of time.
If IGGL/PMC is unable to extend the auction time due to some unavoidable reasons and the auction happens to end before such extension, IGGL/PMC reserve the right to launch a fresh auction immediately with the last bid price of the respective bidder during earlier auction as starting price.

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

In case, the bidder fails to provide cost break-up sheet of the final prices quoted during the online event, the same shall tantamount to withdrawal of his bid and the necessary actions as per provisions of the tender/ IGGL's procedure shall be taken up against the bidder.

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

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

9.1.21 IGGL shall finalize the tender after conducting Reverse Auction where two or more technically & commercially acceptable offers are available for any item. In case, after techno commercial evaluation in a tender, number of technically & commercially acceptable offer is one then no reverse auction will be conducted (but the IGGL shall take appropriate decision regarding conducting offline price negotiation, if required, for such for any item). Accordingly, the decision to conduct reverse auction for any item shall be communicated to shortlisted bidders prior to opening of price bid.

9.2 After Reverse Auction, Evaluation and comparison of bids shall be done as per clause no. 9.1 to work out the ordering on overall lowest cost to Owner, taking following into consideration:

- i) Bidder's Qualification.
- ii) Evaluated Prices.

9.2.1 Bidder's Qualification

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

9.2.2 EVALUATED PRICES

The Price Bids of only techno commercially acceptable bidders for the acceptable items shall be opened and will be considered for evaluation. The Owner will evaluate and compare the bids which have been determined to be substantially responsive. Prices shall be evaluated on item wise basis for all the items to arrive at the lowest evaluated cost to Owner.

The total evaluated Dumpsite / FOT site price shall be worked out as per the methodology given below, considering the scope of supply defined in the bidding document and as mentioned in the format of Price Schedule:

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

For item nos. A1:

- i) Ex-works price of item A1 quoted by the bidder (including packing, forwarding, cost of Inspection by Third Party Agency (wherever applicable) etc.

Plus

- ii) Inland transportation of item A1 up to Delivery locations (DS-1, DS-2A, DS-3A, DS-4A, DS-5A & DS-6A) including loading and other costs incidental to delivery of goods.

Plus

- iii) Unloading, stacking of pipes, Establishment & maintenance of Storage yard/Dumpsite for item A1 at designated yard DS-1, DS-2A, DS-3A, DS-4A, DS-5A & DS-6A).

Plus

- iv) GST (CGST&SGST/UTGST or IGST) on the finished goods including inland transportation and Establishment & maintenance of storage yard/dumpsite (i.e. on sl. no. i, ii, iii).

For item nos. A2:

- i) Ex-works price of item A2 quoted by the bidder (including packing, forwarding, cost of Inspection by Third Party Agency (wherever applicable) etc.

Plus

- ii) Inland transportation of item A2 up to Delivery locations (DS-2B, DS-3B, DS-4B, DS-5B & DS-6B) including loading and other costs incidental to delivery of goods.

Plus

- iii) Unloading, stacking of pipes, Establishment & maintenance of Storage yard/Dumpsite for item A1 at designated yard DS-2B, DS-3B, DS-4B, DS-5B & DS-6B).

Plus

- iv) GST (CGST&SGST/UTGST or IGST) on the finished goods including inland transportation and Establishment & maintenance of storage yard/dumpsite (i.e. on sl. no. i, ii, iii).

For item nos. A3:

- i) Ex-works price of item A3 quoted by the bidder (including packing, forwarding, cost of Inspection by Third Party Agency, in Line Pipe manufacturer's plant storage for the period of 6 months from CDD or last pipe delivered in his plant (whichever is later).

Plus

- ii) GST (CGST&SGST/UTGST or IGST) on the finished goods including storage of pipes at Line Pipe Manufacturer's plant (i.e. on sl. no. i, above).

9.3 Matching of Prices

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

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

- 9.4 **Placement of Orders:** Based on above, order shall be placed for supply of bare / coated line pipes on L-1 basis

9.5 General

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

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

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

9.6 PREFERENCES

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

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

10.0 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.



Form-I to Section II

UNDERTAKING ON LETTERHEAD

To,
M/s Indradhanush Gas Grid Limited

SUB:
TENDER NO:

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 :

1. Not from such a country []

2. 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:



FORM-1 to Section-II, Vol I of II

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

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

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

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

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

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

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

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

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

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

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

<Insert Name, Designation and Contact No.>



Annexure-I to Section-II, Vol I of II

Methodology for Capability & Capacity assessment for bare line pipes through demonstration route:

Capability Assessment Criteria:

- i) The bidder shall be required to propose the name and details of their line pipe mill/(s) intend to qualify by demonstration of his manufacturing capabilities and capacity.
- ii) Such bidder(s) is required to furnish a certificate as per Format prescribed in the bid document, for proposed pipe mill/(s), issued by one of the reputed international inspection agency as mentioned at clause no. 3.1.1 (05) above certifying that the proposed mill/(s) have capability to produce line pipes complying with technical requirements specified in the bid document, along with their bid.
- iii) The Bidder shall demonstrate the actual pipe mill's capability, from where line pipes are proposed to be manufactured and supplied, by actually manufacturing at least 10 numbers of API 5L PSL2 (or equivalent, as quoted) quality line pipes (with an average length of 12 meter) of same type and equal or higher in terms of diameter, grade and thickness as quoted for.
- iv) The manufacturing shall be performed in a manner similar to normal continuous production in the presence of IGGL or its authorized representatives. The bidder who meets the requirement of higher diameter, grade and thickness of line pipes shall also be considered qualified for same type (manufacturing process) of pipe of lower diameter, grade and thickness of the line pipes as quoted for as per the scope of bid. The bidder shall carry out all test as per bid specifications on two (02) numbers of line pipes manufactured during demonstration and selected randomly by IGGL or its authorized representative. Further, the demonstration shall be completed within fifteen (15) calendar days from the bid due date.
- v) All applicable inspection and tests as per Bid Specifications shall be carried out by the bidder and shall meet the requirements stipulated.
- vi) The demo shall be conducted by VCS/IGGL as per the procedure laid down in the tender document. The certificate to the bidder for the qualified mill will be issued only when the bidder submits their bid for the mill offered through demo for the items quoted.
- vii) Subject to the satisfactory demonstration of the pipe mill(s) capability as above, IGGL or its authorized representative shall decide on the technical acceptability of the Bidder for the supply of line pipes. In case, the mill(s) fail to meet the tender specification requirements during IGGL or its authorized representative witnessed Inspection and testing of the above production demonstration for qualification, the mill(s) shall be disqualified. IGGL or its authorized representative's decision shall be final with respect to the technical acceptability of the Bidder's proposed line pipe mill/(s).

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

In view of the tight demonstration deadline as mentioned in Para i) to viii) above, in case the bidder faces difficulty in

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

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

- ix) Bidder to note that after award of the contract, the HR Coils/ Plates/ Billets procurement as well as pipe manufacturing shall be strictly as per the tender specifications and any special relaxation given for demonstration purpose shall not be permitted during order execution. The bidder shall give an undertaking that they shall not ask for using these special relaxation given for demonstration purpose, at any time during the order execution.

The capability shall be demonstrated in the first attempt. Bidder shall ensure that complete plant and equipment is in fully operational condition to comply with the Bid Specifications. No second attempt shall be permitted.

- x) The Bidder shall demonstrate the pipe mill's capability, from where line pipes are proposed to be manufactured and supplied, by actually manufacturing at least 10 numbers of API 5L PSL2 quality line pipes for hydrocarbon service, of same type (with an average length of 12 meter) of equal or higher in terms of diameter, grade and wall thickness as quoted for, in a manner similar to normal continuous production in the presence of IGGL/ its authorized representative.
- xi) All the critical operations in manufacturing of line pipes shall be complete under IGGL / its authorized representative's inspection at various stages of production.
- xii) The bidder shall submit the following documents in their bid:
- a. Quality plan/inspection and Test Plan
 - b. Manufacturing and Control procedure
 - c. Welding Procedure Specification and consumable control procedure
 - d. Seam annealing procedure specification and control procedure (for HFW/ERW pipes)
 - e. Non-destructive testing procedure including auto UT for welds
 - f. Procedure for burst test



- xiii) The above documents shall comply with the technical requirements of the bid documents and the bidder shall give categorical undertaking that the mill offered for capability demonstration fully complies with the technical stipulations of bid document.
- xiv) During demonstration of pipe mills capability, one pipe of the pilot production, selected at random by the IGGL / its authorized representative, shall be submitted to a bursting test. For this purpose, the hydrostatic test pressure shall be gradually increased till the pipe bursts or equals to the proof test pressure based on actual minimum tensile strength of the subjected pipe. Bidder shall ensure that adequate safety measures are in place prior to conducting the burst test and shall get the procedure approved by IGGL / its authorized representative prior to the test to be conducted along with the capability assessment.
- xv) The rupture has to be examined for the presence of possible imperfection.
- a) If the manufacturer has the intention to apply repair welding in the production, it is required that 5% of the welded length of the pipe on which the bursting test is executed is repaired as per code and approved procedure (for SAWH/SAWL pipes)
- b) Upon successful completion of 10 pipes*, any 2 pipes shall be selected at random by IGGL / authorized representative for First Day Production tests as per specification enclosed with the Bid Document.
- * HFW/ERW pipes: continuous 10 pipes after heat treatment (online seam annealing)
- Testing: All Testing as required by First Day Production shall be carried out under witness of IGGL / Authorized Representative. Retest, if any, shall be carried out as per the specification enclosed with the Bid Document.
- xvi) Rejection / Disqualification Criteria: All the 10 numbers pipes shall meet the specification requirement at all stages of manufacture till final inspection. Failure of any of the pipes at any stage shall call for rejection of total lot and Mill shall be disqualified.
- xvii) Any failure of test sample as per governing specification shall call for rejection of total lot and Mill shall be disqualified.
- xviii) Compliance to the technical requirements shall be verified during the capability assessment. Bidder shall furnish, at the time of capability assessment, data as indicated in the FORMAT enclosed in the bid document.

Capacity assessment criteria:

The capacity of Domestic manufacturer shall be considered for a maximum order quantity based on best of production capacity assessed by IGGL or its authorized representative, in accordance with as follows:

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

in the bidding document).

$$C = [T_c / D_c] \times R$$

Where

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

This shall be converted to the required dia, size.

- ii) Time study of critical operations on a current production ongoing campaign of any size of API 5L PSL-2 (or equivalent, as quoted) of one grade lower or higher pipes of same type by IGGL and / or its authorized agency (Refer Format in the bidding document, which shall be converted to the required dia size as per the formula given at i) above.
- iii) Time study of critical operations by IGGL and/or its authorized agency for production of 10 numbers pipes during pilot production to demonstrate capability of the bidder as per the formula given in the bid document (Refer Format in the bidding document).
- iv) The bidder will be considered for a capacity of line pipes subject to submission of Pipe mill capacity demonstration certificate issued by IGGL/ or its authorized representatives based on satisfactory demonstration of the Pipe mill(s) capacity for line pipe as per API 5L PSL-2 that are of same type and equal or higher in terms of diameter, wall thickness and grade as quoted for, in the last 24 months reckoned from bid due date along with their bid. A bidder's capacity shall be considered separately for different manufacturing processes of pipes, as quoted for. Accordingly, annual production/ other details of quoted type of pipes should be given separately. Further the capacity so assessed shall be considered for respective type of pipes only. (For details please refer ITB)
Bidder shall furnish following documents in respect of the offered campaign:
 - a) Purchase order copy covering the offered campaign. Details shall include pipe diameter, pipe manufacturing process, length, thickness, date of commencement and completion of campaign, number of days of campaign, total ordered quantity and applicable specifications.
 - b) Inspection release note issued by the designated inspection authority covering the offered campaign.
 - c) Daily Production output and number of accepted pipes in form of daily production report signed by purchaser or its authorized agency/ inspection authority.
 - d) Only accepted pipes shall be taken in the offered campaign.

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



Annexure-II to Section-II, Vol I of II

Methodology for Bidders seeking Demonstration of Coating plant Capability and Capacity:

Capability Assessment Criteria:

- i. The capability shall be demonstrated in the first attempt. Vendor shall ensure that complete plant and equipment is in fully operational condition to comply with the Technical Specifications. No second attempt shall be permitted.
- ii. The vendor shall demonstrate the Coating Plant's capability, which is proposed to be qualified through Capability Assessment, by actually carrying out the Coating (as per the Technical Specification) of at least 25 numbers of Carbon Steel Line pipes (with an average length of 12 meter) of same or higher size of Line pipe (as to be qualified for) with minimum wall thickness as 2% of Dia or 6.4mm whichever is higher, in a manner similar to normal continuous coating application in the presence of IGGL/VCS. The 25 Nos of pipes required for this purpose are to be arranged by the party at their own cost.
- iii. All the critical operations for carrying out 3LPE Coating of Carbon Steel Line pipes shall be completed under IGGL/ VCS inspection at various stages of coating.
- iv. The vendor shall submit the following documents along with request for assessment of coating plant:
 1. Plant layout details
 2. Details of location of coating plant
 3. Process flow diagram
 4. Manpower organogram
 5. Quality Plan/ Inspection and Test Plan
 6. Detailed work procedures
 7. Detail of testing equipment/ lab facilities
- v. The above documents shall comply with the technical requirements and specification.
- vi. Upon successful completion of 3 LPE Coating of 25 Nos of pipes, any 5 pipes shall be selected at random by IGGL/ VCS for procedure approval tests as per specification.
- vii. All testing as required by Procedure Qualification Test shall be carried out under witness of IGGL / VCS.
- viii. Rejection/ Disqualification Criteria: All the pipes shall be coated continuously (without stoppage of the Coating Plant) in the first attempt itself and shall meet the specification requirement at all stages of Coating till final inspection.
- ix. The vendor shall furnish a certificate for proposed Indigenous Coating Plant (proposed to be assessed by IGGL/VCS) along with their proposal as per enclosed Format -13A from a reputed International inspection agency (i.e. CEIL, LLOYDS, BV,



DNV, TUV, ABS, MOODY, AIB-Vincotte) certifying that the plant has capability to coat line pipes (external/internal, as applicable) complying with specified technical requirements.

- x. Any failure of test sample as per governing specification shall call for rejection of total lot and Coating Plant shall be disqualified.
- xi. Compliance to the technical requirements shall be verified during the Capability Assessment. Vendor shall furnish, at the time of Capability Assessment, data as indicated in the Format-13C.
- xii. Bidder to plan demonstration in such a manner that the demonstration is completed in all respect including test and result submission within fifteen (15) calendar days from the bid due date.

Capacity assessment criteria:

The capacity of Domestic manufacturer shall be considered for a maximum order quantity based on best of production capacity assessed by IGGL or its authorised representative, in accordance with as follows:

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

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

Where,

C= Capacity (in Km/ day) N=

25 No. of pipes

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

L= Length of pipe (in meters) R= Reliability factor '0.8'

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

Where,

$$G = D_c / D_q$$

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



Annexure-III to Section-II, Vol I of II

Methodology for Authorized Pipe Supplier

The bidders who are sole selling agents / authorized distributors/ authorized dealers/authorized supply houses of the domestic manufacturers of coated line pipes are eligible to bid on behalf of the domestic manufacturers subject to meet the following conditions:

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



APPENDIX-I TO ANNEXURE-III TO SECTION-II

**Authorization Certificate
(To be given in Letterhead and under Seal)**

Ref:

Date: To,

M/s Indradhanush Gas Grid Limited
5th Floor, Central Mall,
G S Road, Christian Basti, Guwahati

Tender Name & No: C2201052-VCS-IGGL-TENDER-001 for “Procurement of Bare & Coated Pipes for North East Gas Grid Phase-III” Project of Indradhanush Gas Grid Limited, Assam
Sub: Authorization certificate to our sole selling agents/ authorized distributors/ Authorized dealers/ authorized supply house

Dear Sir,

Whereas we are the manufacturers of _____ and in accordance with our policy we do not quote directly against enquiries floated in the market.

Whereas, M/s IGGL has floated enquiry for Procurement of Bare & Coated Pipes for North East Gas Grid Phase III Project of Indradhanush Gas Grid Limited, Assam vide bidding document no. _____ and we are aware of specifications contained in the bidding document.

Whereas, M/s _____ is our sole selling agents/ authorized distributors/ authorized dealers/ authorized supply house and under letter of authorization has submitted a Bid No. _____ dated _____ against Bidding Document No. _____ floated by IGGL for _____ Project, we hereby do undertake and guarantee as follows:

1. In the event M/s. _____ qualifies the bidding process and is placed with order against the enquiry floated vide Bidding Document No. _____. We shall supply the items in accordance with the specifications contained in Bidding Document No. _____.
2. We shall fully comply with the guarantee/warranty requirements in accordance with Bidding Document no. _____.
3. This letter of undertaking shall remain valid concurrently with the obligations of M/s _____ the Bidder.

Thanking You,
Sincerely yours,

Manufacturer's name:
Signature:
Seal:

NOTE: This Letter should be duly authenticated in line with Clause no. 3.1.4 of Section-II.

Annexure-IV to Section-II, Vol I of II
Authentication of documents to be submitted in support of BEC

Bidder shall meet the Technical and Financial Evaluation criteria as stated above. Bidders shall furnish all the necessary documentary evidence along with the bid to establish Evaluation criteria and the documents must be authenticated in the following manner:

A. For Technical Criteria:

All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) furnished by the bidders shall be verified and certified by any one of the following independent third party inspection agency:

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

All charges of the Third party for verification and certification shall be borne by the Bidder.

Further, TPIA shall provide in addition a certificate toward verification and certification of documents pertaining to technical Bid Evaluation Criteria (BEC) as per proforma attached at **Appendix-I to Annexure-IV of Section-II, Vol I of II** of tender and the same will be submitted by the bidder in their bid.

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

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

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

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



APPENDIX –I to Annexure-IV of Section-II, Vol I of II

FORMAT FOR UNDERTAKING FROM THIRD PARTY INSPECTION
AGENCY (TPIA)
(on TPIA letter head duly stamped & signed)

Ref.:

Date :

To,
M/s Inradhanush Gas Grid Limited.
Guwahati

Dear Sir,

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

TENDER NO. : C2201052-VCS-IGGL-TENDER-001

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

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

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

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

(Seal of the Company)

Name:

Contact No.....

APPENDIX –II to Annexure-IV of Section-II, Vol I of II

DELETED



Annexure-V to Section-II

(Bidders are required to print this on their Company's letter head and sign, stamp before sending)

To,
M/s Indradhanush Gas Grid Limited
5th Floor, Central Mall, G S Road,
Christian Basti, Guwahati
Sub: Final price quoted during the Online Reverse Auction and price break up.

We confirm that during the Online Reverse Auction conducted on -----
(Tender No. _____) we have quoted the final price as under:

We have also attached the price break up for your record as per Format (if applicable for a package).

Thanking you and looking forward to your valuable order.
Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

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

- 1.1 The Purchaser as defined in the "General Conditions of Contract-Goods [GCC-Goods]", wishes to receive bids as described in this 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 The successful Bidder (the “**Supplier**”) shall complete delivery of goods alongwith its incidental services (if any) as per Specification, Scope of Supply/Job within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender', 'Offer' & 'proposal' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Purchaser for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in ITB, Clause No. 39” (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on ‘Holiday’ by IGGL or Public Sector Project Management Consultant (like EIL, Mecon etc. only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Annexure-I, Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of IGGL or the Ministry of Petroleum and Natural Gas.
If the Tender Document is/was issued inadvertently/ downloaded from, then Bid submitted by such Bidder shall not be considered for opening/ evaluation/award.
In case there is any change in status of the declaration prior to award of Contract, the same has to be promptly informed to IGGL by the Bidder.
It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.
- 2.3 Bidder shall not be affiliated with a firm or entity:
 - (i) that has provided consulting services related to the work to the Purchaser during the preparatory stages of the work or of the project of which the works/services forms a part of or
 - (ii) that has been hired (proposed to be hired) by the Purchaser as an Engineer/ Consultant for the Contract.
- 2.4 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a Project (except feasibility report) nor its affiliates shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.
- 2.5 Pursuant to qualification criteria set forth in the Tender Document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder’s claim of meeting qualification criteria.
- 2.6 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 / order to successful bidder.

- 2.7 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.

3 BID FROM "CONSORTIUM"– NOT APPLICABLE

4 ONE BID PER BIDDER

- 4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2 More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.
Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.
- 4.3 Alternative Bids shall not be considered.
- 4.4 The provisions mentioned at sl. no. 4.1 and 4.2 shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups/ SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups/ SOR items basis.

5 COST OF BIDDING

- 5.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, IGGL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6 SITE VISIT

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

[B] **- TENDER DOCUMENT**

7 CONTENTS OF TENDER DOCUMENT

- 7.1 The contents of Tender Document are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s) ' issued in accordance with "ITB: Clause- 8&9":
- Section-I : Invitation for Bid [IFB]*
 - Section-II : Bid Evaluation Criteria [BEC] & Evaluation Methodology
 - Section-III : Instructions to Bidders [ITB] & Annexures
 - 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 Section-IV to Section-III i.e. BDS (Bidding Data Sheet)

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

8 CLARIFICATION OF TENDER DOCUMENT

- 8.1 A prospective Bidder requiring any clarification(s) of the Tender Document may notify IGGL in writing or by email in the format "F-11" at IGGL's mailing address indicated in the IFB/BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not scheduled. IGGL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. IGGL may respond in writing to the request for clarification. IGGL's response including an explanation of the query, but without identifying the source of the query will be uploaded on Websites as mentioned at clause no. 2.0 (F) of IFB.
- 8.2 Any clarification or information required by the Bidder but same not received by the Purchaser as per instructions at clause 8.1 above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF TENDER DOCUMENT

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

[C]

- PREPARATION OF BID

10 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and IGGL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in 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.

11. DOCUMENTS COMPRISING THE BID

11.1 The Bid must be submitted on Tender Wizard e-Portal as follows:-:

11.1.1 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 'Letterhead' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) Copy of Price Schedule/ Schedule of Rate (SOR) with prices blanked out but mentioning "Quoted" / "Not Quoted" (as applicable) written against each item, in support of having submitted prices in the Priced Bid/SOR strictly in the format provided in the Tender Document.
- (d) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (e) 'Agreed Terms and Conditions', as per 'Form F-5'
- (f) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document.
- (g) Copy of Power of Attorney in favour of the authorized signatory of the Bid, as per clause no.2.6 of ITB.
- (h) Any other information/details required as per Tender Document
- (i) Declaration for Bid Security (for MSEs, CPSEs, Start-ups (to whom exemption is allowed as per extant guidelines in vogue)), as per Clause 16A of ITB
- (j) Earnest Money Deposit (EMD), as per Clause 16 of ITB
- (k) Undertaking as per *Form-1 to Annexure-V to Section-III* by MSE bidders and Bidders seeking preference under Policy for purchase preference linked with Local Content (PP-LC), if applicable.

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- (l) Undertaking as per *Form-2 to Annexure-V to Section-III* and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per *Form-3 to Annexure-V to Section-III*. In case a bidder is quoting on behalf of a manufacturer, in addition to *Form-2 and Form-3 to Annexure-V to Section-III*, the bidder is required to submit *Form-4 and Form-5 to Annexure-V to Section-III* to be signed by the manufacturer and the statutory auditor /cost auditor/ practicing cost accountant/practicing chartered accountant of that manufacturer respectively.
 - (m) Undertaking as per *Form-I to Section-II* regarding Provisions for Procurement from a Bidder which shares a land border with India
 - (n) All other forms and Formats including Annexures.
 - (o) Tender Document, its Corrigendum/Amendment/Clarification(s)digitally signed by the Authorized Signatory holding POA.
 - (p) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document.
 - (r) Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products to be provided on Rs. 100/- Stamp Paper as per Form-1 of DMI&SP Policy. **This document also needs to be submitted in Original.**
 - (s) Bidder's opting for demonstration route (for bare pipe manufacturing and / or coating work), for qualification need to submit a fee of Rs. 10 Lakh (INR One Million only) each Mill (Bare/Coating) plus applicable GST in the form of Demand Draft in favour of VCS Limited, Delhi. The scanned copy of the demonstration fee shall be uploaded in e-bid and hard copy of the same shall be sent to VCS along with original Declaration of Bid Security.

11.1.2 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 e-Portal (www.tenderwizard.com/VCS). 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.

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- iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from Bidder, while evaluating the un-priced part of the Bid, any of the bidders offers upward revised prices; such Bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- 11.2 In case of bids invited under Single Bid System (clause no. 2.0(C) of IFB refers), all the documents as specified at Clause 11.1.1 & 11.1.2 of ITB can be submitted in single envelope /folder, as per instructions of Tender Document.

12 BID PRICES

12.1 Bidders shall indicate the following in the Price Schedule/SOR format:-

- A) Ex-Storage Yard price including packing and forwarding, all applicable taxes and duties on finished goods (such price to include fabrication /manufacturing of line pipes, external coating of pipes, internal coating , packing & Forwarding, dispatch of coated pipes to warehouse including inland transportation, establishment (hiring /owning) of warehouse, transit and storage insurance, storage and preservation of coated pipes at warehouse for 6 months beyond contractual completion period or date of last coated pipe received at warehouse whichever is later and loading on line pipe laying contractor's carrier).
- 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 its own transporter.
- C) GST (CGST & SGST/UTGST or IGST) on the finished goods as well as on inland transportation,
- D) Establishment and maintenance of storage yard/dumpsite /Stacking of pipes, establishment and maintenance of storage yard at designated yard, wherever applicable.
- E) Charges for incidental services and GST (CGST & SGST/UTGST or IGST) on these services as per the Price Schedule/ Schedule of Rates.

Note: Variation on custom duty (on Built-in Import content) is not applicable/ payable.

- 12.2 It shall be the endeavour of the Purchaser to arrange transit insurance (refer BDS for details).
- 12.3 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.

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- 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.
- 12.4 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.
- 12.5 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services shall be indicated in Agreed Terms & Conditions and the bid prices. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of Work, etc.
- 12.6 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account, whatsoever; unless any price escalation/variation is allowed elsewhere in the Tender Document.
- 12.7 The Bidder shall quote the rates in ‘figures’ & ‘words’, as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.8 Bidder shall also mention the Harmonized System Nomenclature (HSN) at the designated place in Price Schedule.
- 12.9 Bidder shall quote their price considering Merit rate/ under CEPA or any other concessional agreement of custom duty and project rate is not applicable for instant tender. Therefore, Essentiality Certificate shall not be issued by Employer against the instant Tender Document.
- 12.10. Presently, IGGL is not eligible to avail credit with respect to GST (IGST/CGST or SGST)
- 12.10.1. In case a Line Pipe manufacturer’s plant is located in an EOU area or SEZ or any other geographical area in India and eligible for a different or concessional rate of GST, the manufacturer shall provide the details of the Basic Custom duty if applicable and GST.
- 12.10.2. As per rule 138 of CGST rules, e-way bill is to be generated by a person who causes the movement of goods. Effective from 1st Feb. 2018, for all the supplies on FOR/FOT basis, Suppliers/ Vendors are required to prepare e-way bill.
- 12.11. Storage and Preservation of Coated / Bare Line Pipes at Warehouse for 12 Months beyond the free period of 6 months from CDD or Last Pipe (whichever is later)**

12.11.1. After free period of 6 months beyond CDD / from last pipe delivered at dumpsite (whichever is later), Supplier / Contractor will be entitled for payment of Rs.10,500/- (exclusive of GST) per day per dumpsite for storage and preservation of bare / coated line pipes at warehouse maintained by the contractor for 12 months beyond the free period of 6 months. GST shall be payable extra at actual against invoice. Statutory variation on account of GST shall be payable as per tender document.

12.11.2. In case of delay in construction activities, if all the pipes could not be issued to laying contractor within 18 months i.e. (6 months free period + 12 months paid period @ Rs.10500/- (exclusive of GST) per day per dumpsite), then the remaining pipes may be transported to the designated store of IGGL by the Supplier/Contractor.

12.11.3 Dumpsite maintenance period may further be extended at same rates & terms and conditions maximum upto 6 months beyond original 18 months period i.e., total 24 months (18 months + 6 months free period) beyond CDD/from last pipe delivered at dumpsite (whichever is later) in case of non-lifting of pipes.

In case of non-lifting of pipes on expiry of 24 months, line pipe supplier shall hand over the remaining pipes to IGGL/ PMC/IGGL authorized representative, as per direction of EIC. Thus, dumpsite maintenance would end either on 18 months period or on expiry of 24 months period from last pipe supply/contractual delivery date (whichever is later).

12.11.4. The transportation charges to shift remaining pipes to IGGL's designated store will be worked out on pro-rata basis based on available rate in Price Schedule for transportation of coated / bare line pipes from their Coating Plant to dumpsite. The supplier shall be bound to deliver the remaining pipe at IGGL's designated stores on the basis of rates derived, as mentioned below:

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

Unit rate as per SOR x (Distance between dump site and IGGL's designated store)
Distance between coating plant to dumpsite

In case Owner directs the Bidder to Supply the Coated Line pipe from Coating Plant to Dumpsite (Other than that mentioned in Bidding Document)/ IGGL's designated store, following formula shall be used for working out transportation charges on pro-rata basis:

Unit rate as per SOR x (Distance between coating plant to changed dumpsite/
IGGL's designated store)

Distance between coating plant to dumpsite

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

13 GST (CGST & SGST/ UTGST or IGST)

13.1 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.

13.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1 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 e-Invoice/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.

13.3 **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 its applicability with respect to the Contract.

13.4 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.

13.5 Regarding Reconciliation between GSTR 2A and Input Tax Credit

Supplier shall ensure timely submission of correct e-invoice /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 e-invoice/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.

13.6 The supplier shall mention the particulars of Indradhanush Gas Grid Limited, (place specified in BDS) on the e-Invoice/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 e-Invoice/Invoice.

13.7 IGGL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, there 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.

- 13.8 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.

13.9 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 Service Provider may note the above and quote their prices accordingly.

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

- 13.11 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 quoted GST rate. 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.

- 13.12 Wherever TDS under GST Laws has been deducted from the e-Invoices/invoices raised / payments made to the vendors, as per the provisions of the GST law / Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

13.13 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-15** along with documents for release of payment.

14 BID CURRENCIES:

Bidders must submit Bid in Indian Rupees only.

15 BID VALIDITY:

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

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Purchaser may request the Bidder to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without 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 and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY DEPOSIT (EMD)

16.1 Bid must be accompanied with earnest money (i.e. Earnest Money Deposit (EMD) also known as Bid Security) in the form of 'Demand Draft' / 'Banker's Cheque' [in favour of Indradhanush Gas Grid Limited (IGGL) payable at place mentioned in BDS] or 'Bank Guarantee strictly as per the format given in form F 2 of the Tender Document. Bidder shall ensure that EMD submitted in the form of 'Bank Guarantee' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of 'Demand Draft' or 'Banker's Cheque' should be valid for three months.

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.

16.2 IGGL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead.

16.3 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by IGGL as non-responsive.

16.4 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.

16.5 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the

-
- ‘Contract Performance Security (CPS)/ Security Deposit’ pursuant to clause no. 38 of ITB.
- 16.6 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the ‘Period of Bid Validity’
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt of the “Notification of Award” / Fax of Acceptance[FOA]”,
 - (ii) to furnish “Contract Performance Security / Security Deposit”, in accordance with “ITB: Clause-38”
 - (iii) to accept ‘arithmetical corrections’ as per provision of the clause 30 of ITB.
- 16.7 In case EMD is in the form of ‘Bank Guarantee’, the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.8 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.
- 16.9 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker’s Cheque/ Bank Guarantee) mentioned in tender documents for submission of EMD/Bid Bond, the bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter along with tender reference number immediately after remittance of EMD. In absence of submitting/ uploading the remittance details, the bids are likely to be considered as bid not accompanied with EMD. Further, in case of the above online transaction, submission of EMD in original is not applicable.
- 16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by IGGL. The forfeiture amount will be subject to final decision of IGGL based on other terms and conditions of order/ contract.”
- 16.11 EMD/Bid Bond will not be accepted in case the same has reference of ‘remitter’/’financer’ other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

16A DECLARATION FOR BID SECURITY

The MSEs, Startups and CPSEs bidder (to whom EMD exemption is allowed as per extant guidelines in vogue) is required to submit Declaration for Bid Security in bid as per proforma at Form F-2A.

17 PRE-BID MEETING

- 17.1 The Bidder(s) or his designated representative are invited to attend a “Pre-Bid Meeting” which will be held at Date, Time & Venue as specified in IFB. It is expected that a Bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on demonstration of e-tendering process. The Bidder must submit their queries / clarifications to VCS in the format “F-11”, as mentioned at clause no. 8.0 of ITB.
- 17.3 The text of the questions raised and the responses that may become necessary as a result of the Pre-Bid Meeting, will be prepared in the form of Addendum / Corrigendum /Clarification to the Tender Document and will be uploaded on websites of Tender Wizard website, IGGL, Govt. and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

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

19 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 **ZERO DEVIATION:** Deviation to terms and conditions of Tender Document may lead to rejection of Bid. IGGL will accept Bid based on terms & conditions of Tender Document only. Bidder may note, IGGL will determine the substantial responsiveness of each bid to the Tender Document pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Document without deviation(s) or exception(s). IGGL’s determination of a Bid’s responsiveness is based on the content of the Bid itself without recourse to extrinsic evidence. IGGL reserves the right to raise technical and/or commercial query (ies)to the Bidder(s), if required . The response(s) to the same shall be in writing, and no change in the price(s) or substance of the Bid shall be sought, offered or permitted. The substance of the Bid includes but not limited to prices, completion/delivery period, scope, technical specifications etc. Bidder is requested not to take any deviation(s)/exception(s) to the terms &conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame then its Bid shall be evaluated based on the documents available in the Bid.

- 19.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender Document shall lead to summarily rejection of Bid:
- (a) Firm Price
 - (b) Earnest Money Deposit (EMD) / Bid Security declaration (for MSEs, CPSEs, Start-ups (to whom exemption is allowed as per extant guidelines in vogue))
 - (c) Specifications
 - (d) Schedule of Rates / Price Schedule / Price Basis
 - (e) Delivery Period / Period of Contract/ Completion schedule
 - (f) Period of Validity of Bid
 - (g) Price Reduction Schedule
 - (h) Contract Performance Security / Security Deposit
 - (i) Warranty/ Guarantee
 - (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
 - (k) Force Majeure & Applicable Laws
 - (l) Integrity Pact, if applicable
 - (m) Any other condition specifically mentioned in the Tender Document elsewhere that non-compliance of the clause lead to rejection of Bid

IGGL reserves the right to reject any bid, if the performance of the bidder in any ongoing/past order of IGGL is not satisfactory on account of failure to supply at least 50% of ordered quantity within the delivery schedule/ contractual delivery date.

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

20 **E-PAYMENT**

IGGL has initiated payments electronically to Suppliers / Contractors electronically through 'e-banking/ cheque'.

[D] **SUBMISSION OF BIDS**

21 **SUBMISSION, SEALING AND MARKING OF BID**

- 21.1 Bid shall be submitted through e-tender mode in the manner specified in Tender Document. No Manual/ Hard Copy (Original) Bid shall be acceptable.
- 21.2 Physical documents shall be addressed to the owner at address specified in IFB.
- 21.3 Bids submitted under the name of AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE etc. on behalf of a Bidder/Affiliate shall not be accepted.

22 **DEADLINE FOR SUBMISSION OF BID**

- 22.1 The Bid must be uploaded on Tender Wizard's e-Portal not later than the Bid Due Date & Time specified in IFB of the Tender Documents.
- 22.2 IGGL may, in exceptional circumstances and at its discretion, extend the Due Date & Time for Bid submission through a Corrigendum as per clause no. 8.0 and/or 9.0 of ITB. In that case all rights and obligations of IGGL and the Bidder, previously subject to the original Due Date & Time will thereafter be subject to the Due Date & Time as extended. Such Corrigendum for extension of Due Date & Time of Bid submission will be uploaded on websites of IGGL and Govt. and Tender Wizard's e-Portal.

23 LATE BID

- 23.1 Any Bid received after the Bid Due Date & Time of tenders will be treated as late bids. However, e-tendering system shall close immediately after the Due Date & Time of Bid submission and no bids can be submitted thereafter.
In case the physical documents have been received but the Bid is not submitted by the bidder in the e-Portal, such physical documents shall be returned immediately.
- 23.2 Physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BID

- 24.1 The Bidder may withdraw or modify its Bid after bid submission but before the Bid Due Date & Time. No bid shall be modified/ withdrawn after the Bid Due Date & Time.
- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Bid Due Date & Time and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the invocation of action as per Bid Security declaration and rejection of Bid.
- 24.4 The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

[E] BID OPENING AND EVALUATION:

25 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

26 BID OPENING

26.1 Unpriced Bid Opening:

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

26.2 Priced Bid Opening:

- 26.2.1 IGGL will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive.
- 26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened.
- 26.3 In case of Bids invited under the Single Bid System, Bid shall be opened on the Due Date & Time of Bid Opening as specified in the Tender Document.

27 CONFIDENTIALITY

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

28 CONTACTING THE PURCHASER

- 28.1 From the time of Bid opening to the time of placement of order, if any Bidder wishes to contact the Purchaser on any matter related to the Bid, it should do so in writing.
- 28.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's processing of Bid(s) including 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per the IGGL's procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1 The purchaser's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Purchaser will determine whether each Bid:-
- (a) meets the "Bid Evaluation Criteria" of the Tender Document;
 - (b) has been properly signed;
 - (c) is accompanied by the required Earnest Money Deposit (EMD) /Bid Security Declaration (for MSEs, CPSEs, Start-ups (to whom exemption is allowed as per extant guidelines in vogue))
 - (d) is substantially responsive to the requirements of the Tender Document; and
 - (e) provides any clarification and/or substantiation that the Purchaser may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms& conditions, specifications etc. of the Tender Document without any material deviation or reservation or omission, for this purpose Purchaser defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the Tender Documents.
 - b) "Reservation" is the setting of limiting condition(s) or withholding from complete acceptance of the requirement in the Tender Documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document for evaluation of bid.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) affect in any substantial way the scope, quality or performance of the job as specified in Tender Document.
 - ii) limit, in any substantial way, inconsistent with the Tender Document, the Purchaser's rights or the Bidder's obligation under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The Purchaser shall examine all aspects of the Bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 If a Bid is not substantially responsive, it may be rejected by the Purchaser and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30 CORRECTION OF ERRORS

- 30.1 Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors 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.

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

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per Evaluation Methodology mentioned in Section-II of Tender Document on lowest bid basis.

In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LOA will be placed on the bidder who has higher/ highest turnover in last audited financial year. In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LOA will be placed on the startup who is registered earlier with Department for Promotion of Industry and Internal Trade.

33 QUANTITY VARIATION

- 33.1 Where nature of items is such that the items cannot be supplied in exact quantity of the Purchase Order as in case of cables/ steel/ chemicals etc., quantity tolerance upto $\pm 5\%$ may be allowed, if there is no specific quantity variation/tolerance criteria in SCC. For such tolerance, separate amendment to Purchase Order would not be necessary.
- 33.2 The Purchaser reserves the right to delete the requirement of any one or more items of Tender Document without assigning any reason.

34 PURCHASE PREFERENCE

Purchase preference to Central Government Public Sector Undertaking, Micro & Small Enterprises (MSEs); Purchase Preference Linked with Local Content (PP-LC) 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

35 AWARD

Subject to “ITB: Clause-29.0”, IGGL will place order to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that Bidder, is determined to be qualified to satisfactorily perform the Contract.

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

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]

- 36.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by IGGL either by E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on IGGL and successful Bidder (i.e. Supplier/Seller). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Purchase Order /Contract shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. IGGL may choose to issue Notification of Award in form of detailed Purchase Order without issuing FOA and in such case the Contract shall enter into force on the date of detailed Purchase Order only.
- 36.2 Contract/ Delivery/Completion Period shall commence from the date of Notification of Award/FOA or as mentioned therein.
- 36.3 Upon the successful Bidder's / Supplier's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", IGGL will promptly discharge his EMD, pursuant to "ITB: Clause-16".
- 36.4 The order value is subject to Price Reduction Schedule (PRS) clause.

37.0 DISPATCH SCHEDULE

- 37.1 If Purchase Order issued based on FOT (Free on Truck) / FOR (Free on Rail) project site basis, materials shall be delivered at the destination on freight prepaid & door delivery basis and for the cases where order(s) are finalized on Ex-Works basis the transportation will be arranged by supplier(s) / IGGL on 'freight to pay' basis and the freight will be paid at the destination.

Seller shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as per Purchase Order:

- (i) Shipments Schedule
 - (ii) Dimension details of packages
 - (iii) Detailed technical write-up along with Catalogue (if applicable)
 - (iv) Any other document/details, if mentioned in Purchase Order
- 37.2 The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by IGGL, the concerned designated order issuing authority may be contacted in this regard. It will be the responsibility of the supplier to ensure the compliance of the provisions relating to E-Way bill before dispatch of the consignment and any financial implication arising due to non-compliance in this regard will be to the account of the supplier.
- 37.3 It shall be responsibility of the seller to send intimation immediately on dispatch of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier.
- 37.4 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.

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

- 38.1 Within 30 days of the receipt of the notification of award/ FOA from IGGL, the successful Bidder shall furnish the Contract Performance Security/Security Deposit (CPS) in

accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual order value as specified in Notification of Award is less than INR 5Lakh (exclusive GST).

- 38.2 The CPS shall be for an amount as specified in BDS towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of CPS, Contract/Order Value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)**. Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.
- 38.3 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and action as per declaration for Bid Security.
- 38.4 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.
- 38.5 The successful bidder can also submit the SD/CP G 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 SD/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. _____ (contractor/ vendor to specify the FOA/DLOA/PO No.)" under remarks column of such transaction on respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.
- 38.6 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by IGGL. The forfeiture amount will be subject to final decision of IGGL based on other terms and conditions of order.
- 38.7 CPS/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPS/ Security Deposit submitted by the Supplier.

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

- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.
- 39.2 The Fraud Prevention Policy document is available on IGGL's website (<https://iggl.co.in>)
- 39.3 Void
- 39.4 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 and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in IGGL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Indradhanush Gas Grid Limited, to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

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

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

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

- i) 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.

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

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

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

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

40.3 In case Bidder is a Micro or Small Enterprise, 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.

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

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

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

40.4 If against an order placed by IGGL, successful Bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise as per provision mentioned at clause no.40.3 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.

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

40.6 NSIC has initiated a scheme of "Consortia and Tender Marketing Scheme" under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.

Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

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

41 PACKING INSTRUCTIONS

41.1 Packing shall be strong and sturdy such that it can withstand loading/unloading & pushing by mechanical devices. All packaging shall be done in such a manner as to reduce volume

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- and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new.
- 41.2 Fragile articles should have special packing materials depending on type of materials.
- 41.3 All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 41.4 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.
- 41.5 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 41.6 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 41.7 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:
- PURCHASER:
DESTINATION:
Purchase Order No.....
Net Wt..... Kgs,
Gross Wt Kgs.
Dimensions.....X.....X..... CM.
Package No. (Sl. No. of total packages).....
Seller's Name.....
- 41.8 Permits are to be obtained separately for entry/use of vehicles/trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:-
- Vehicle/Equipment etc. should be brought to site in good conditions.
 - Valid Road Tax Certificate, fitness certificate and insurance policy from Competent Authority
 - Valid operating/driving license of driver/operator
 - Any other requirement mentioned elsewhere in Tender Document
- 42 VENDOR PERFORMANCE EVALUATION**
The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as Annexure II to ITB herewith.
- 43 MENTIONING OF PAN NO. IN INVOICE/BILL**
As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for transactions related to procurement of goods / services/ exceeding Rs. 2 Lacs per transaction 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.

44 DISPUTE RESOLUTION MECHANISM

44.1 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.

44.2 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:-

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’.

- 2.0** The cost of arbitration proceedings shall be shared equally by the parties.
- 2.1** The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be Guwahati, Assam, India only.
- 2.2** 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.
- 2.3** 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

45 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 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.45 & 46 shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

46 REPEAT ORDER

Please refer SCC

47 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

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

Not Applicable

49 PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

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

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

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

50 UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

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

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

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

51.1 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.

51.2 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.

51.3 Higher rate of TDS for non-filers of ITR

As per Section 206AB of Income Tax Act, 1961, in case of any vendor/supplier 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%

52 DELETED

53 PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

As per Clause 10 of Section II of Commercial Tender Document.

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 an 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 shall be considered in this category.</p>	02 years
2 2.1	<p>Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices</p> <p>If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning:</p> <p>(i) Repeated once</p> <p>(ii) Repeated twice or more</p>	<p>03 years</p> <p>7 years (in addition to the period already served)</p> <p>15 years (in addition to the period already served)</p>
3	Indulged in unauthorized disposal of materials provided by INDRADHANUSH GAS GRID LIMITED (IGGL)	7 years
4	If act of vendor/ contractor is a threat to the National Security	15 years

C Effect of banning on other ongoing contracts/ tenders

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

- C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and shall be communicated to the agency. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2 During the period of suspension, no new business dealing shall be held with the agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings shall also be communicated to the agency.

D 3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
- D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D.3.3 The existing contract (s)/ order (s) under execution shall continue.

D.3.4 Tenders invited for procurement of goods, works, services and consultancy services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of INDRADHANUSH GAS GRID LIMITED(IGGL) or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.

F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

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

Annexure - II

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 valued items (PO with material code).

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

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

5.1 FOR PROJECTS

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

- iii) Depending upon the Performance Rating, following action shall be initiated by Engineer-in-charge/Project-in-charge:

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

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

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

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) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

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

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

(C) Where Performance rating is “FAIR”:

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

5.2 FOR CONSULTANCY JOBS

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

5.3 FOR OPERATION & MAINTENANCE

i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately

after execution of order/ contract.

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

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

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

iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

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

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

B. 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**

C. 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) /contract (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 subsequence instances of poor/ non- performance in other ongoing order (s)/ contract (s) or new

- (a) **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.

- (b) **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 “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 exatious, 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 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
Failure of severe nature 0 marks
- Moderate nature 5 marks

low severe nature 10-25 marks and safety of the system

iii) Number of deviations

1. No deviation	5 marks
2. No. of deviations \leq 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

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

INSTRUCTIONS FOR ONLINE BID SUBMISSION

1 The bidders are required to submit soft copies of their bid electronically on the E-Tender Portal (<https://www.tenderwizard.com/VCS>) using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the E-Tender Portal, prepare their bids in accordance with the requirements and submitting their bids online on the E-Tender Portal. For more information, detailed guides and FAQs, bidders may visit the E-Tender Portal <https://www.tenderwizard.com/VCS>.

2 REGISTRATION PROCESS ON ONLINE PORTAL

- i. Bidder has to enrol on the e-Procurement module of the portal <https://www.tenderwizard.com/VCS> by clicking on the link “Vendor Registration”.
- ii. The bidder has to choose a unique username and assign a password for their accounts. Both these are case-sensitive.
- iii. Once the username and password are saved, even if the registration process is not completed in a single go, it can be continued where left. For resuming, click on “retrieve details” button on the Vendor Registration page.
- iv. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the E-Tender Portal.
- v. Bidders will be asked to provide their refund bank account details. These details will only be used for Bid Security refund purpose only in case where Bid Security is paid through e-payment mode on the portal. These details may be updated anytime in the user profile after login.
- vi. Registration charges of Rs. 2000/- plus applicable GST shall be charged by Tenderwizard from all the bidders (non-refundable through their e-payment gateway). Registration shall be valid for 2 years on Tenderwizard.
- vii. Upon enrolment, bidder needs to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing and encryption combo key usage) issued by any Certifying Authority recognized by CCA India with their profile. This step may be skipped while registration, the same will be prompted to be done during first login into the portal. Please note that login can only be done in presence of a valid digital signature.
- viii. Only one valid DSC should be registered by a bidder. This can be however be changed anytime in the user profile after login. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- ix. Bidders must ensure that they have the latest version of Java installed in their local system to enable the portal to access their digital signatures. Refer section “System prerequisites” below for details.
- x. The User ID of bidders will only be activated once they upload correct documents for verification (such as PAN, GST, etc.) and send email to twregdelhi@etenderwizard.com requesting activation mentioning their user ID and attaching their registration payment acknowledgement in the mail.
- xi. Once ID is activated, bidders can then log in to the site through the secured log-in by entering their user ID / password and their DSC / e-Token.
- xii. Foreign bidders are advised to refer “DSC details for Foreign Bidders” on the portal for Digital Signature requirements. Any type of DSC that has valid signing and encryption capabilities are allowed on the portal. Fields not relevant for foreign bidders are optional and can be skipped during registration process.

3 SYSTEM PREREQUISITES

- i. Your system should have Java installed and configured for the portal before logging in to your ID, if not follow the below steps.
- ii. Go to <https://www.java.com> and click on “Download” and run the downloaded setup file.

- iii. Once fully installed, search in your start menu- “Configure Java” and run it.
 - iv. Go to tab “Security” of the window, click on “Edit site list”. Click on “Add” and enter <https://www.tenderwizard.com/VCS> in the new row. Click on “Add” then “Ok” and again “Ok”.
-

19.4 TENDER DOCUMENTS SEARCH

- i. Active tenders can be searched on the portal through various parameters including Tender ref no., description, date, etc.
- ii. After login are , if the bidders not able to see the desired tender on the published tenders page, they may need to update their profile through the Profile tab. On the update profile page, check mark all the procurement categories and save. All tenders should now be visible on their published tender’s page.
- iii. After Logged-In tenders will be visible in “Vendor-Unapplied” category where bidders choose interested tenders and then click on ‘Request tender’ icon to pay the form fees (if applicable). After request procedure bidder will get tenders in “Vendor- In progress” category in which bidders can get the tender documents and price bid. Meanwhile, bidder must require to pay the e-tender processing fee to Tenderwizard through E-payment before bid submission.
- iv. Bidder has to log into the site well in advance before the sale date and time of the tender in over. VCS or Tenderwizard shall not be responsible for any last minute issues regarding processing fee payment.

19.5 BID PREPARATION

- i. Bidders, in advance, should upload the bid documents on the portal well within time as indicated in the tender document. Generally, they are to be in PDF format except some of the documents provided in excel formats (such documents have to be filled and uploaded in excel format only).
- ii. Bidders are required to upload all required documents such as certificates, purchase order details, forms, financial reports, etc. under “Document Library” link on the portal first. These can be later attached as part of their bid documents during bid submission.
- iii. Bidders can merge multiple PDF and upload in a single PDF file as long as it within the size limit of single file i.e. 5 MB.

19.6 BID SUBMISSION

- i. Bidder will be entirely responsible for any last minute issues and Tenderwizard or VCS shall not be held responsible for such default. To prevent this, bidders are advised to upload the documents on the portal well within deadline.
- ii. For Bid Security, bidder has to select the mode of payment (DD) and fill in the required details along with scanned copy. Exempted vendors can select ‘Exemption’ and upload valid certificate for the same.
- iii. A standard SOR format in excel has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format only. Proving the same in any other format such as pdf, shall render the bid liable for rejection.
- iv. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- v. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- vi. It is important to note that the bidder has to click on the ‘Submit the tender form button’, to ensure that the Bid Submission Process is completed. Bids which aren’t submitted successfully are considered as Incomplete/Invalid bids and are not considered for evaluation by the portal.
- vii. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

19.7 ASSISTANCE TO BIDDERS

- i. Any queries relating to the content of the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority as indicated in the tender.
- ~~ii. For e-Procurement technical support or any queries related to the process of online bid~~ submission or queries relating to E-Tender Portal in general may be directed to the 24x7 Tenderwizard Helpdesk. The contact number for the helpdesk are +91-9990210978 and 011-49424365.

19.8 EMAIL SUPPORT:

For any e-Procurement application related service requests and technical issues related to document uploads, encryption/decryption key issues, bidder login issues, new Registration issues, key uploads, DSC key installation, bid submission, system users may please mail to twregdelhi@etenderwizard.com with a copy to dscdelhi@etenderwizard.com. Any issues encountered due to last minute actions by the bidders shall not be the responsibility of VCS or Tenderwizard. Bidders are advised to use the portal in advance so that any issue can be resolved with adequate time before any deadline.

Annexure-IV to Section-III
BIDDING DATA SHEET (BDS)

ITB (SECTION-III) TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

ITB clause	Description				
A. GENERAL					
1.1	The Purchaser is: Indradhanush Gas Grid Limited The consignee details for the goods shall be provided along with Purchase Order				
1.2	The Invitation for Bid/ Tender is for _____ SUPPLY OF BARE & COATED PIPES FOR NORTH EAST GAS GRID PHASE-III OF IGGL, ASSAM				
General	The Purchaser is: Indradhanush Gas Grid Limited The consignee details and Delivery Location for the goods are as under:- Consignee: Shall be intimated alongwith Purchase Order Delivery Location : Please refer Material Requisition, Vol II.				
B. TENDER DOCUMENT					
8.1	For <u>clarification purposes</u> only, the communication address is: Head (Contracts & Procurement) M/s VCS Quality Services Pvt. Ltd. Unit no. 1116 - 1121, Tower 4, Assotech Business Cresterra, Plot No. 22, Sector-135, Expressway Noida-201301. M: 8447121518/9205366772 Email ID : cp@vcsprojects.com / ashwani.chandra@vcsprojects.com / manohar.joshi@vcsprojects.com				
C. PREPARATION OF BID					
11.1.1 (m)	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid): SCC/Scope of Work refers <u>NIL</u>				
12	Additional Provision for Price Schedule/ Schedule of Rate/ Bid Price are as under: <u>NIL</u>				
12& 13	Whether IGGL will be able to avail input tax credit in the instant tender <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;">X</td> </tr> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">√</td> </tr> </table>	YES	X	NO	√
YES	X				
NO	√				

12.2	Transit/marine Insurance shall be arranged by :- <table border="1" data-bbox="464 300 979 506"> <tr> <td data-bbox="464 300 735 405">IGGL</td> <td data-bbox="735 300 979 405">x</td> </tr> <tr> <td data-bbox="464 405 735 506">SUPPLIER</td> <td data-bbox="735 405 979 506">√</td> </tr> </table>		IGGL	x	SUPPLIER	√				
IGGL	x									
SUPPLIER	√									
12.4	Delivery basis shall be <table border="1" data-bbox="464 579 1227 785"> <tr> <td data-bbox="464 579 979 684">FOT/FOR Site, <i>[location as per MR]</i></td> <td data-bbox="979 579 1227 684">√</td> </tr> <tr> <td data-bbox="464 684 979 785">EX-WORKS</td> <td data-bbox="979 684 1227 785">X</td> </tr> </table>		FOT/FOR Site, <i>[location as per MR]</i>	√	EX-WORKS	X				
FOT/FOR Site, <i>[location as per MR]</i>	√									
EX-WORKS	X									
13.7 and 13.8	Details of Buyer: <table border="1" data-bbox="464 858 1263 1705"> <tr> <td data-bbox="464 858 789 1068">Consignee</td> <td data-bbox="789 858 1263 1068"> INDRADHANUSH GAS GRID LIMITED Complete Address - Shall be intimated at the time of award. </td> </tr> <tr> <td data-bbox="464 1068 789 1173">PAN No.</td> <td data-bbox="789 1068 1263 1173">Shall be intimated at the time of Award</td> </tr> <tr> <td data-bbox="464 1173 789 1278">GST no.</td> <td data-bbox="789 1173 1263 1278">Shall be intimated at the time of award.</td> </tr> <tr> <td colspan="2" data-bbox="464 1278 1263 1705"> IGGL Bank details Account Holder's Name: INDRADHANUSH GAS GRID LIMITED (IGGL) Bank Name : State Bank of India Account No. : CURRENT A/C NO. 37967639273 IFSC Code: SBIN0003030 BRANCH : DISPUR </td> </tr> </table>		Consignee	INDRADHANUSH GAS GRID LIMITED Complete Address - Shall be intimated at the time of award.	PAN No.	Shall be intimated at the time of Award	GST no.	Shall be intimated at the time of award.	IGGL Bank details Account Holder's Name: INDRADHANUSH GAS GRID LIMITED (IGGL) Bank Name : State Bank of India Account No. : CURRENT A/C NO. 37967639273 IFSC Code: SBIN0003030 BRANCH : DISPUR	
Consignee	INDRADHANUSH GAS GRID LIMITED Complete Address - Shall be intimated at the time of award.									
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14	The currency of the Bid shall be INR				
15	The bid validity period shall be 04 (Four) months ‘from final 'Bid Due Date				
38.5	<p>IGGL’s Bank a/c details:</p> <p>Bank Name : State Bank of India Account Holder’s Name: INDRADHANUSH GAS GRID LIMITED (IGGL) Account No. : CURRENT A/C NO. 37967639273 IFSC Code: SBIN0003030 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 AND OPENING OF BIDS					
22	The E-Tender No. of this bidding process is: <u>Not Applicable</u>				
22.2	<p>For submission of physical document as per clause no. 4.0 of IFB, the Owner’s address is :</p> <p>Attention: Head (Contracts & Procurement) M/s VCS Quality Services Pvt. Ltd. Unit no. 1116 - 1121, Tower 4, Assotech Business Cresterra, Plot No. 22, Sector-135, Expressway Noida-201301. M: 8447121518/9205366772</p>				
26	The bid opening shall take place at: Refer IFB				
E. EVALUATION, AND COMPARISON OF BIDS					
32	Evaluation Methodology is mentioned in Section-II.				
F. AWARD OF CONTRACT					
36	<p>The following designated authority shall be contacted after receipt of Notification of Award for all contractual matters :-</p> <p>Will be intimated at the time of Award</p>				
37.4	<p>Whether part shipment is allowed:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>YES</td> <td style="text-align: center;">√</td> </tr> <tr> <td>NO</td> <td style="text-align: center;">X</td> </tr> </table>	YES	√	NO	X
YES	√				
NO	X				

38	Contract Performance Security (CPS)/ Security Deposit			
	<table border="1"> <tr> <td>APPLICABLE</td> <td>√</td> </tr> <tr> <td>NOT APPLICABLE</td> <td>X</td> </tr> </table>	APPLICABLE	√	NOT APPLICABLE
APPLICABLE	√			
NOT APPLICABLE	X			

If applicable, the value/ amount of Contract Performance Security/ Security Deposit
 (i) *Procurement of Goods except Rate Contracts: SD/CPBG @ 3% of Total Order/ Contract Value within 30 days of FOA/ notification of award*

Order value as mentioned above will be exclusive of GST.

There is no exemption to MSEs including SSI units from submission of Security Deposit/ Contract Performance Bank Guarantee (CPBG).

39.2 Void

40 Whether tendered item is non-split able or not-divisible :

YES	X
NO	√

44.1 Quarterly Closure of Contract

APPLICABLE	√
NOT APPLICABLE	x

48 Applicability of provisions relating to Startups:

APPLICABLE	x
NOT APPLICABLE	√

ANNEXURE-V TO SECTION-III

POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)

1.0 Ministry of Petroleum & Natural Gas (MoPNG) vide communication no. FP-2013/2/2017-FP-PNG dated 17.11.2020 has forwarded Policy to provide Purchase Preference (linked with Local Content) in all the Public Sector Undertakings under the Ministry of Petroleum and Natural Gas. A copy of the policy is available on website of MoP&NG (i.e. <http://petroleum.nic.in/>).

2.0 DEFINITIONS

2.1 **Oil and Gas Business Activity** shall comprise of Upstream, Midstream and Downstream business activities.

2.2 **Domestic products** shall be goods and/or service (including design and engineering) produced by companies, investing and producing in India.

2.3 **Local Content** hereinafter abbreviated to LC means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

2.4 **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.

2.5 **Supplier of goods and/or provider of service** shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Policy.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Policy.

'Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Policy.

2.6 **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.

2.7 **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.

-
- 2.8 **Purchase preference:** Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.
- 2.9 **Local Content (LC) in Goods** shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
- 2.10 **Local Content (LC) in Services** shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.
- 2.11 **Local Content (LC) in EPC contracts** shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2.12 **Factory overhead cost** shall be indirect costs of Manpower, machine/ working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 2.13 **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- 2.14 **Indian Company** means a company formed and registered under the Companies Act, 2013.
- 2.15 **Foreign company** means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.

3.0 SCOPE

- 3.1 This PP-LC policy is not applicable for goods/ services falling under the list of items reserved for exclusive purchase from Micro and Small Enterprises (MSEs) or Domestically manufactured Electronic Products (DMEP) under the respective policies.
- 3.2 In case a bidder is eligible to seek benefit under Policy to Provide Purchase Preference (Linked with Local Content) (PP-LC) as well as Public Procurement Policy for MSE 2012 (PPP-2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PP-LC and MSE Policy in Form-1. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in respective Purchase Preference Policy.

In case a MSEs bidder opts for purchase preference based on PP-LC, such bidder shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to such MSE Bidder.

While evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PP-LC or PPP-2012) will be considered. For price matching and distribution of quantities among bidders, the precedence shall be in the following order:-

- (a) Public Procurement Policy for MSE 2012
- (b) Policy to Provide Purchase Preference (Linked with Local Content) (PP-LC)

3.3 Further, this policy is not applicable for HP-HT operations for time being. The Charter Hiring of Offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.

3.4 The prescribed local content in the Policy shall be applicable on the date of Notice Inviting Tender/ Issuance of tender.

4.1 **MARGIN OF PURCHASE PREFERENCE:** The margin of purchase preference shall be 20%.

5.0 ELIGIBILITY OF 'CLASS-I LOCAL SUPPLIER'/'CLASS-II LOCAL SUPPLIER'/'NON-LOCAL SUPPLIERS' FOR DIFFERENT TYPES OF PROCUREMENT

5.1 In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier' shall be eligible to bid. Details of such notified goods, services or works is available on <https://dipp.gov.in/public-procurements>

5.2 For all other Domestic Competitive tenders, 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the 'Class-I local supplier'.

5.3 Only 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid, except when Global tender enquiry/International Competitive Bidding has been issued. In Global tender enquiry/International Competitive Bidding, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

5.4 'Class-II local supplier' and 'Non-local supplier' will not get purchase preference in any tender.

5.5 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.

5.6 If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate,

restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.

- 5.7 For the purpose of para 5.6 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

6.0 PURCHASE PREFERENCE- LINKED WITH LOCAL CONTENT (LC)

- 6.1 In procurement of all items not covered by para 5.1, the following provision is to be considered for LC linked Purchase Preference:

6.1.1 The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.

6.1.2 Wherever the goods/ services are procured under this policy, eligible (techno- commercially qualified) 'Class I Local supplier' shall be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference shall be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.

6.1.3 Goods:

- (a) **If the tenders can be split (as specified in BDS)** then the order for 50% ** of the procured quantity would be awarded to the lowest techno-commercially qualified 'Class I Local supplier', subject to matching with L1, if such bidders are available. The remaining will be awarded to L1.

However, if L1 bidder happens to be a 'Class I Local supplier', the entire procurement value shall be awarded to such bidder.

***** If the tendered quantity cannot be divided exactly 50:50, the eligible Class I Local supplier will have right for quantity not less than 50% of tendered quantity.***

- (b) **If the tender cannot be split (as specified in BDS)** then the order shall be awarded to the eligible 'Class I Local supplier' for the entire quantity.

6.1.4 Services/EPC Contracts:

- (a) **In case tender for services/ EPC cannot be split (as specified in BDS)**, The entire contract would be awarded to the lowest techno-commercially qualified 'Class I Local supplier', subject to matching with L1, if such bidders are available.

- (b) **In case tender for services/EPC can be split (as specified in BDS)**, then splitting shall be allowed and specified in tender documents. Such services shall follow the procedure outlined for goods as described in goods above at para at 6.1.3 (a).

6.1.5 For para 6.1.3 and 6.1.4 above, only those ‘Class I Local supplier’ whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.

6.1.6 The procedure for award of contract/ order under the policy is at Enclosure-I.

7.0 Determination of LC: The following process shall be adopted by the bidder to determine the content of LC:

7.1 LC of Goods

7.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.

7.1.2 The criteria for determination of the local content cost in the goods shall be as follows:

- a) in the case of direct component (material), based on country of origin:
- b) in the case of manpower, based on INR component.

7.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

7.2 LC of service

7.2.1 LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.

7.2.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) cost of component (material) which is used:
- b) manpower and consultant cost: cost of working equipment/ facility; and c) general service cost.

7.2.3 The criteria for determination of cost of local content in the service shall be as follows

- a) in the case of material being used to help the provision of service, based on country of origin;
- b) in the case of manpower and consultant based on INR component of the services contract;
- c) in the case of working equipment/facility, based on country of origin: and
- d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
- e) Indian flag vessels in operation as on date.

7.3 LC of the EPC Contracts:

7.3.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.

7.3.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.

7.3.3 The spent cost as mentioned in paragraph 7.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 7.1.1 and service cost in the calculation of LC of services as mentioned in clause 7.2.2.

7.4 Calculation of LC and Reporting

LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

8.0 CERTIFICATION AND VERIFICATION

8.1 Since 'Class I/Class II Local suppliers' are eligible to bid in Domestic Competitive Bidding only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as 'Class-I local supplier' or 'Class-II local supplier':

8.1.1 At bidding stage:

a) Price Break-up:

- The bidder shall provide the percentage of local content in the bid.

b) The bidder shall submit an undertaking [Form -2] from the authorised signatory of bidder having the Power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

(c) In cases of procurement for a value in excess of Rs. 10 crores, the Undertaking [Form-3] submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory Auditors or cost auditor, certificate from practising cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.

(d) In case a supplier is quoting on behalf of manufacturer, in addition to Form -2 and Form-3, the bidder is required to submit Form -4 and Form-5 to be signed by manufacturer and statutory auditor/ cost auditor/ practicing cost

accountant/practicing chartered accountant of the manufacturer as mentioned at (c) herein above.

(Note: sub clause 'd' will be applicable if the same is allowed in Tender condition)

8.1.1 After Contract Award:

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

8.2 Each supplier shall provide the necessary local-content documentation to the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies), which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

8.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

8.4 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of Notice Inviting Tender (NIT)/ Issuance of Tender shall be considered for the calculation of Local Content.

8.5 IGGL shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

9.0 Sanctions

- 9.1** During execution, it shall be the responsibility of the supplier/contractor to ensure fulfillment of the minimum local content specified in the bidding document failing which IGGL shall impose sanction on manufacturers/ service providers. The sanctions shall be in the form of written warning, financial penalty and banning.
- 9.2** In the event that a manufacturer or supplier of goods and/or provider of services does not fulfill his obligation after the expiration of the period specified in such warning, the IGGL shall initiate action for banning such manufacturer/supplier/service provider as per as per IGGL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- 9.3** A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provisions, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty an amount equal to 10% of the Contract Price. This financial penalty shall be over and above the CPBG value prescribed in the contract.
- 9.4** In case a manufacturer and/or supplier of goods and/or provider of services desires to change the origin of sourcing of material/services, the same may be allowed with the understanding that in case this results in non-compliance to minimum local content, the penal action as above shall be applicable.

PROCEDURE FOR AWARD OF CONTRACTS/ ORDERS

A. PROCEDURE FOR AWARD OF CONTRACTS UNDER THIS POLICY SHALL BE AS FOLLOWS (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012. REFER EXAMPLES GIVEN BELOW):

- 1.1. In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price.

In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- 1.2. In the procurement of all items which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

B. Example to deal Various situations in case a bidder is eligible to seek benefit under Policy for Provide Purchase Preference (linked with local content (PP-LC) as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012):

(I) Non divisible item

L1 bidder is non MSE, non-Local supplier/Class-II local supplier as per PP-

LC L2 bidder is Class-I Local supplier as per PP-LC (prices within 20%)

L3 bidder is MSE bidder (prices within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PP-LC).

(II) Divisible item-Case 1

L1 bidder is non MSE, non-Local supplier/ Class-II local supplier as per PP-

LC L2 bidder is Class-I Local supplier as per PP-LC (within 20%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document for MSEs (i.e. 25% of the tendered quantity). For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PP-LC). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(III) Divisible item-Case 2

L1 bidder is non MSE, Non Local supplier/ Class-II as per PP-LC

L2 bidder is Class-I Local supplier as per PP-LC (within 20%)

L3 bidder is MSE bidder (within 15%)

L4 bidder is MSE bidder (within 15%)

MSE bidders shall be given preference to match the L1 price. If bidders matched the L1 price, order shall be placed on each of them for 12.5% of the tendered quantity. In case L3 or L4 bidder refuses, the order shall be placed on remaining MSE bidder who matches the L1 prices for 25% of the quantity. For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PP-LC). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(IV) In case L1 bidder is a MSE bidder, the entire goods/ jobs shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PP-LC.

(V) In case L1 bidder is a Class 1 Local supplier as per PP-LC, purchase preference shall only be resorted to MSE bidder as per PPP 2012.

FORM-I TO ANNEXURE-V TO SECTION-III

UNDERTAKING FOR APPLICABILITY OF POLICY (APPLICABLE FOR CLASS-I LOCAL SUPPLIER ONLY)

To,

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

SUB: SUPPLY OF BARE & COATED PIPES FOR NORTH EAST GAS GRID PHASE-III OF IGGL, ASSAM

Tender No. : _____

Dear Sir

We, M/s _____ (*Name of Bidder*) hereby confirm that following purchase preference to be considered:-

Description	Preference
Purchase Preference under Public Procurement Policy for MSE	
Policy to Provide Purchase Preference (linked with local content)	

Note:

- (i) Please indicate your preference against only one policy.
- (ii) The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- (iii) In case a bidder is eligible to seek benefit under PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy.
- (iv) In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders
- (v) The option once exercised cannot be modified subsequently.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

FORM-2 TO ANNEXURE-V TO SECTION-III

**SELF CERTIFICATION BY BIDDER WHO CLASS-I/CLASS-II LOCAL SUPPLIER
TOWARDS MANDATORY MINIMUM LOCAL CONTENT**

To,

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

**SUB: SUPPLY OF BARE & COATED PIPES FOR NORTH EAST GAS GRID PHASE-III
OF IGGL, ASSAM**

Tender No. : _____

Dear Sir

We, M/s _____ (*Name of Bidder*) confirm that as per the definition of mentioned in PP-LC Policy we are:

Class-I Local supplier []

Class-II Local Supplier []

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

It is further confirm that M/s _____ (*Name of Bidder*)/M/s (**Name of Manufacturer, in case bidder is a supplier quoting on behalf of manufacturer**) (*strikethrough which is not applicable*) meet the mandatory minimum Local content requirement of% specified for Class-I Local supplier/ Class-II Local supplier (*strikethrough which is not applicable*) under Policy to Provide Purchase Preference (linked with local content).

We further confirm that in case we fail to meet the minimum local content, the same shall be treated false information and IGGL will take action as per provision of tender document.

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

FORM-3 TO ANNEXURE-V TO SECTION-III

**CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED
ACCOUNTANT OF BIDDER WHO CLASS-I/CLASS-II LOCAL SUPPLIER TOWARDS
MANDATORY MINIMUM LOCAL CONTENT**

To,

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

**SUB: SUPPLY OF BARE & COATED PIPES FOR NORTH EAST GAS GRID PHASE-III
OF IGGL, ASSAM**

Tender No. : _____

Dear Sir

1. We _____ the statutory auditor/ cost auditor/chartered accountant (not an employee of the company) of M/s. _____ (*Name of the bidder*) hereby certify that as per definition specified in PP-LC policy, M/s. _____ (*Name of the bidder*) is

Class-I Local supplier []

Class-II Local Supplier []

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

2. It is further confirm that M/s _____ (*Name of Bidder*)/ M/s..... (*Name of Manufacturer, in case bidder is a supplier quoting on behalf of manufacturer*) (*strikethrough which is not applicable*) meet the mandatory minimum Local content requirement of.....% specified for Class-I Local supplier/ Class-II Local supplier (*strikethrough which is not applicable*) under Policy to Provide Purchase Preference (linked with local content) quoted vide offer No. _____ dated _____ against tender No. _____ by M/s _____ (*Name of the bidder*).”

Name of Audit Firm: [Signature of Authorized Signatory]

Name:

Date: Designation:

Seal:

Membership no.

Note:

- (i) This certificate it to be furnished by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)
- (ii) The above format is indicative, the statutory auditor/ cost auditor/ cost accountant can modify the format without changing the intent of certification.

FORM-4 TO ANNEXURE-V TO SECTION-III

UNDERTAKING BY MANUFACTURER TOWARDS MANDATORY MINIMUM LC

(IN CASE SEEKING BENEFIT OF PP-LC)

To,

(Name and address of authorized supplier)

**SUB: SUPPLY OF BARE & COATED PIPES FOR NORTH EAST GAS GRID PHASE-III
OF IGGL, ASSAM**

Tender No. : _____

Dear Sir

We, M/s _____ (*Name of Manufacturer*) undertake that we meet the mandatory minimum Local content requirement of..... % specified for Class-I Local supplier/ Class-II Local supplier (*strikethrough which is not applicable*) under Policy to Provide Purchase Preference (linked with local content).

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

Note :

1. The above undertaking is to be submitted by manufacturer to supplier on their letter head in case bid is submitted by a supplier.
2. Authorized Signatory of Manufacturer will be director or Company secretary

FORM-5 TO ANNEXURE-V TO SECTION-III

**CERTIFICATE BY STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY
(IN THE CASE OF COMPANIES) OR FROM A PRACTISING COST ACCOUNTANT OR
PRACTISING CHARTERED ACCOUNTANT (IN RESPECT OF OTHER THAN
COMPANIES) OF MANUFACTURER OF CLASS-I/ CLASS-II SUPPLIER**

To,

(Name and address of authorized supplier)

**SUB: SUPPLY OF BARE & COATED PIPES FOR NORTH EAST GAS GRID PHASE-III
OF IGGL, ASSAM**

Tender No. : _____

Dear Sir

We _____ the statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant of M/s. _____ (*Name of Manufacturer*) hereby certify that M/s. _____ (*Name of Manufacturer*) meet the mandatory minimum Local content requirement of% specified for Class-I Local supplier/ Class-II Local supplier (*strikethrough which is not applicable*) under Policy to Provide Purchase Preference (linked with local content) quoted vide offer No. _____ dated _____ against tender No. _____ by M/s _____ (*Name of the bidder*).”

Name of Audit Firm:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership no.

Note:

1. The above undertaking is to be submitted by statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant of manufacturer on their letter head in case bid is submitted by a supplier on behalf of manufacturer.
2. The above format is indicative, the statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant can modify the format without changing the intent of certification.

ANNEXURE-VI TO SECTION-III

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

1.0 BACK GROUND

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

2.0 DEFINITIONS

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

DMI&SP policy, the margin of purchase preference shall be 20% for items in Appendix B.

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

2.0 IRON & STEEL PRODUCTS

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

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

3.0 TENDER PROCEDURE

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

required to be issued by the domestic manufacturer to the IGGL as per the policy.

4 DOMESTIC VALUE ADDITION REQUIREMENT

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

For Iron and Steel products

% Domestic value addition

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

5.0 CERTIFICATION AND AUDIT

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

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

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

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

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

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

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

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

5.8 In case of misdeclaration by the bidder of the prescribed domestic value addition, in the tender document, IGGL will impose also penalties including forfeiting of the EMD/CPBG

and putting such bidder on banning list as per IGGL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"

5.9 In case of reference of any complaint to MoS by the concerned bidder, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft deposited with the grievance redressal committee under MoS along with the complaint by the complainant. In case, the complaint is found to be incorrect, IGGL reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

6.0 *IMPLEMENTATION MONITORING BY MINISTRY OF STEEL*

6.1 The policy provisions shall be applicable for a period of 5 years from the date of publication. The policy period may further be extended at the discretion of Ministry of Steel.

6.2 MoS shall be the nodal ministry to monitor the implementation of the policy.

7.0 *REFERENCE TO MINISTRY OF STEEL*

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

FORM-1

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

As per Form-1 to Section-II of Commercial Tender

SOME EXAMPLES OF VALUE ADDITIONS IN DIFFERENT SCENARIO

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

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

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

- (a) Affidavit of Domestic Manufacturer as per Form-1 to Section II along with bid
- (b) Documents mentioned at clause no. 3.2 a) of Annexure-III during execution of the order

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

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

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

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

- (a) Affidavit of Domestic Manufacturer as per Form-1 to Section II along with bid
- (b) Documents mentioned at clause no. 3.2 b) of Annexure-III during execution of the order

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

Value addition in such case shall be calculated as under:

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

Document to be submitted by bidder shall be affidavit of Domestic Manufacturer as per Form-1 to Section II along with bid.

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

Sl. No	Issues raised	Decision taken by Standing committee
By Ministry of Railways		
1	Rail as a product should not be included in the list of iron and steel products.	Rail, though produced through complex & specialized processes, have to meet certain specified quality & performance criteria. However, there could always be more than one manufacturer (indigenous or foreign) meeting the above criteria. Therefore, argument put forward on this ground for its exclusion from the Sl. No. 11 of Appendix-A is untenable and therefore, not accepted by the committee.
2	Additional exclusion proposed: i) where conditions of procurement are stipulated by external funding agencies. ii) Non-availability of product meeting performance criteria for use in areas involving public safety. (To be included in para- 3 of the Policy).	i) Where conditions of procurement by external funding agencies are governed by existing contracts/agreement/MoUs, policy provision shall not apply. However, for all futuristic agreements, policy provision shall be applicable unless waiver is taken from standing committee to deal with specific case. ii) Standing Committee clarified that each procurement agency is free to prescribe quality standards. However manufacturers meeting such quality standard need to be considered by the procurement agency as per the provision of DMI&SP Policy. The Committee further noted that where domestic manufacturer is not able to produce a particular grade, a case of waiver can be made in terms of para 3(a) of the Policy.
3	The para 3 does not clarify whether 'such waivers' are granted as a part of the policy or there will be a body which will grant such waivers	Granting of waivers under para -3 shall not be automatic. Standing Committee under Ministry of Steel will review such cases and grant waiver in terms of para 4 (c) of the policy,
By ONGC		
1	Whether mother pipes as input is eligible for procurement under the new policy by carrying out certain activities such as welding the connectors, etc.	All kinds of pipes & tubes have been defined as a finished product in Appendix — A of the policy at sl. 9. Therefore, mother pipe can not be considered as an input material. Hence, work like welding/fixing of connectors on a finished product can not be considered for claiming value addition. The value addition has to be shown in manufacturing of mother pipe.

2	Input for sl no. 10. in Appendix- A i.e. Seamless Tubes and Pipes is Bloom whereas Billets are also utilized as inputs. Clarity is needed on acceptance of bidders using input as "Billet".	The Committee agreed that bloom' shall be replaced by "All types of bloom/billet/rounds".
3	Whether green pipes as input is eligible for procurement under the new policy by carrying out certain activities such as heat treatment and threading, etc.	All kinds of pipes & tubes have been defined 'as a finished product in Appendix - A of the policy at sl. No.9. Therefore, green pipe can not be considered as an input material. Hence, work like heat treatment and threading on a 'finished product can not be considered for claiming value addition. Value addition has to be shown in manufacturing of green pipe.
4	Whether there would be any impact of procuring the green pipes made from billets sourced from Indigenous Vs. foreign manufacturer.	If pipe is made from billets sourced from indigenous and/ or foreign manufacturer, the value addition from imported source must meet the prescribed criteria of minimum 15% as per Appendix —A and para 7.2b of the policy. For indigenous source, it is already beyond the minimum prescribed criteria.
5	Under Lump Sum Turnkey (LSTK) Contracts involving procurement of	Fabrication using finished steel products does not constitute value addition as per
	Steel for use in fabrication, it is not clear if the projects involving installation of offshore platform are covered in the policy.	the para 7.1 and Appendix-A of the policy. Any project which has an aggregate steel products of value Rs. 50 Cr or more, shall be eligible under this policy.
6	Inference made from policy that the aggregate procurement in all types of tenders whether direct or as part of LSTK/ EPC project, has to be at least Rs. 50 Crore for applicability of the policy requires confirmation.	Value of iron and steel products should be Rs. 50 Crore or more as per para 5.1b and para 6.2 of the policy. This can be part of a steel intensive project or overall project.
By IPMA		
1	To make the intent of the policy clear it would be better if in place of "Provides Preference" the word "aims to promote" is substituted.	The committee decided not to consider the suggestion and shall maintain the policy as it is.
2	Nominal return on investment needs to be specified for calculation of net selling price.	It was clarified referring to the definition of 'Net Selling Price' para 2 (vii) that a nominal 5% return on investment has been assumed to cover bare minimum cost of equity and debts to arrive at the net selling price.

3	Our understanding is Rs.50 Crore is project estimated value wherein iron and steel product will be used. Please enlighten.	Rs. 50 Crore is the aggregate estimate value for iron and steel products (and not the project estimate) as per para 5.1b and para 6.2 of the policy, which are going to be used either in steel intensive project or an overall project.
4	Last sentence of Para 6.1 of the policy may be amended to read as "The policy shall come into effect from the date of its notification".	The committee clarified that as per clause 6.1 of the policy, the policy is applicable where price bids have not been opened.
5	In case of foreign bidder, only coating on pipes domestically should not be considered for the purpose of minimum domestic value addition.	Committee clarified that the bare steel pipe does not fall as input as mentioned in Appendix- A. All kinds of steel pipes and tubes are covered as iron and steel products made from inputs (Slab/Plates/HR Coils). So process like coating beyond finished iron and steel products can't be counted for value addition.
6	In case of using a mix of imported and domestic input steel, Kindly clarify as	It was clarified that all imported steel must undergo a minimum prescribed
	how the domestic value addition will be calculated.	value addition of 15% in terms of Para 7.2b read with Appendix -A of the Policy in order to be eligible for bidding under the Policy. Further Para 7.1 of the Policy provide manner of calculation of value addition. Even in mix comprising of imported and domestic steel, the imported portion should separately meet the minimum prescribed value addition criteria of 15% as prescribed in Appendix- A.
7	For domestic value addition, landed cost of imported steel will be considered. Clarifications asked whether all duties i.e. Basic custom duty, safe guard duty (if any), AD (if any), MIP (if any), etc. will be included.	It was clarified that the imported steel will have all the taxes and duties included which are borne by the importer including freight and insurance to bring the material at the plant as per para 2 (vii) and para 7.1 of the policy.
8	IPMA wants heading of the Appendix —A table to be amended as "List of Iron & Steel products and corresponding inputs thereof". SI. No. 9 of the Appendix-A is proposed to be amended to include "Coated steel pipes & tubes".	The committee decided that the heading of Appendix-A' does not require any change. It was further clarified that SI no. 9 of Appendix -A includes coated steel pipes and tubes as well.
Seamless Tubes Manufacturers' Association of India (STMAI)		

1	Input for sl no. 10 in Appendix- A i.e. Seamless Tubes and Pipes is Bloom whereas Billets are also utilized as inputs. STMAI has suggested input to be indicated as Bloom/Billets/Rounds.	It was clarified that 'bloom' shall be replaced by "All types of bloom/billet/rounds" in sl. no. 10 in Appendix-A.
ITECO (Oil Field Supply Group)		
1	Whether welded pipes as input is eligible for procurement under the new policy by carrying out certain engineering/processing activities such as fitting/welding Multistart Thread Connectors, which are considered as a highly specialized engineering output.	All ,kinds .of pipes & tubes have been defined ' as a finished product in Appendix - A of the policy. Therefore, welded pipes cannot be considered as an input material. Hence, work like fitting/welding Multistart Thread Connectors, which are considered as a highly specialized engineering output, cannot be considered for claiming value addition.

SECTION-IV

LIST OF FORMS & FORMATS

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2A	DECLARATION FOR BID SECURITY
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8(A)	CHECK LIST
F-8(B)	CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	FORMAT FOR CERTIFICATE FROM BANKIF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-10A	FORMAT 10A (HFW/ERW) (LINE PIPE MANUFACTURING MILL CAPABILITY CERTIFICATION) FORMAT 10A (LSAW./HSAW) (LINE PIPE MANUFACTURING MILL CAPABILITY CERTIFICATION)
F-10D	CAPABILITY/ CAPACITY ASSESSMENT BY PILOT PRODUCTION OF 10 NOS (SIZE: DIA X THK API 5L GR.X 70) (PSL-2) PIPE OR EQUIVALENT PIPE (ERW) CAPABILITY/ CAPACITY ASSESSMENT BY PILOT PRODUCTION OF 10 NOS (SIZE: DIA X THK API 5L GR.X 70) (PSL-2) PIPE OR EQUIVALENT PIPE (<u>LSAW/HSAW</u>)
F-11	BIDDER'S QUERIES FOR PRE BID MEETING
F-12	E-BANKING MANDATE FORM
F-13	INTEGRITY PACT- NOT APPLICABLE

Form No.	Description
F-13A	3 LPE EXTERNAL / INTERNAL COATING PLANT CAPABILITY ASSESSMENT
F-13C	CAPACITY ASSESSMENT BY PILOT PRODUCTION OF 25 NOS (SAME SIZE DIA OR HIGHER , API 5L OR EQUIVALENT AS PER IFB) PIPE FOR 3LPE COATING
F-14	FREQUENTLY ASKED QUESTIONS (FAQs)
F-15	UNDERTAKING REGARDING SUBMISSION OFELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-16	DETAILS OF QUOTED ITEMS BARE PIPE
F-17	DETAILS OF QUOTED ITEMS (COATING JOB)
F-18	DETAILS OF EMD
F-19	PROFORMA OF POWER OF ATTORNEY
F-20	FORMAT FOR NO CLAIM CERTIFICATE
F-21A	INDEMNITY BOND
F-21B	INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER
F-22	UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE SECURITY/ SD WITHIN STIPULATED TIME LINE
F-23	BANK GUARANTEE

F-1
BIDDER'S GENERAL INFORMATION

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

**SUB: SUPPLY OF BARE & COATED PIPES FOR NORTH EAST GAS GRID PHASE-III
OF IGGL, ASSAM**

Tender No. : _____

1	Bidder Name	M/s.....
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/Others If OthersSpecify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor/Partners/Directors of the firm/company [As per cl.no.4.0 of Section-III of Tender Document]	1. 2. 3.
3b	Name of Power of Attorney holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office: In case of Partnership firm, provide current address of the firm for ordering purpose.	City: District: State: PIN/ZIP:
6	Bidder's address where order/contract is to be placed *	City: District: State: PIN/ZIP:
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no. (In case supply of Goods/ Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:

8	Telephone Number & Contact Information address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.) Mobile No. : e-mail ID:
9	Website	
10	Mobile Number:	_____
11	ISO Certification, if any	[If yes, please furnish details]
12	PAN No.	
13	GST No. (refer sl. no. 7 above)	
14	Whether Micro or Small Enterprise	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
	Whether MSE is owned by Women	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
15	Whether Bidder is Startup or not	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 49)</i>
	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 the address on which order is to be placed at sl.no.6 above.

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

FORMAT F-2A

DECLARATION FOR BID SECURITY

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

**SUB: SUPPLY OF BARE & COATED PIPES FOR NORTH EAST GAS GRID PHASE-III
OF IGGL, ASSAM**

Tender No. : _____

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:

E-3

LETTER OF AUTHORITY

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

Ref:

Date:

To,

M/s INDRADHANUSH GAS GRID LIMITED

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

**SUB: SUPPLY OF BARE & COATED PIPES FOR NORTH EAST GAS GRID PHASE-III
OF IGGL, ASSAM**

Tender No. : _____

Dear Sir,

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

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note:

- (i) This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Pre-Bid Meetings' /'Un-priced Bid Opening' / 'Price Bid Opening'.
- (ii) 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-4

PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s INDRADHANUSH GAS GRID LIMITED 5th Floor, Central Mall, G S Road, Christian Basti, Guwahati	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 Gaurantee 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 VENOOR NAME/ VENDOR CODE
- 3 BANK GUARANTEE AMOUNT
- 4 PURCHASE ORDER/ LOA NO
- 5 NATURE OF BANK GUARANTEE
✓ (Please Tick () Whichever is Applicable

PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
-------------------------------	---------------------	-----	---------

- 6 BG ISSUED BANK DETAILS

(A) EMAIL ID

{B) ADDRESS

(C) PHONE NO/ MOBILE NO.



F-5

AGREED TERMS & CONDITIONS

To,

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

**SUB: SUPPLY OF BARE & COATED PIPES FOR NORTH EAST GAS GRID PHASE-III
OF IGGL, ASSAM**

Tender No. : _____

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name, 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 that the currency of quoted prices is in Indian Rupees.	
4.	Bidder confirms that quoted prices will remain firm and fixed (except where price escalation/variation is allowed in the Tender) till complete execution of the order.	
5.	Bidder confirms that quoted prices are strictly as per Price Schedule format of the Tender Document.	
6.	Bidder specify the Dispatch Point [Location, Dist. & State from where material will be dispatched]:	
7.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
8.	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.	
9.	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.	
10.	Bidder confirms acceptance to Delivery/Completion Period as per Bid Document and the same shall be reckoned from the date of Fax of Acceptance (FOA).	
11.	(i) Bidder confirms acceptance of Price Reduction Schedule (PRS) for delay in delivery as specified in Bid Document.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	(ii) In case of delay, the bills shall be submitted after reducing the price reduction due to delay (refer PRS Clause).	
12.	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.	
13.	Bidder confirms that their offer is valid for period specified in BDS from the final 'Bid Due Date'.	
14.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of IGGL or (ii) the bidder is not a firm in which any Director (in Board of Director) of IGGL or their relative is a partner.	
15.	Bidder confirms that all correspondence must be in ENGLISH language only.	
16.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
17.	Bidder confirms that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti-profiteering clause)	
18.	Bidder confirms that they have quoted GST (CGST & SGST/ UTGST or IGS)in Price Schedule of Price Bid.	
19.	Whether in the instant tender items are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST). If yes, Bidder confirms that they have quoted GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid	Yes/ No
20.	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)in Price Schedule of Price Bid.	
21.	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.	
22.	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.	
23.	Part Order: (a) Bidder confirms acceptance to Part Order. (b) Bidder confirms that any charges quoted extra as lump-sum shall be applicable pro-rata on value basis in the event of part order.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
24.	<p>Testing and Inspection charges:</p> <p>Bidder confirms that goods and services are subject to stage-wise and final Inspection by Owner / Owner's Authorized representative. Travel, Living and Personnel expenses of Owner / Authorized representative shall be borne by Owner / authorized representative.</p>	
25.	<p>No Deviation Confirmation:</p> <p>It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.</p>	
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 there under. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. Bidder expressly agrees, acknowledges and understands that 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."</p>	
27.	<p>Bidder hereby confirms that they are not on 'Holiday' by IGGL or Public Sector Project Management Consultant (like EIL, VCS only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of IGGL or the Ministry of Petroleum and Natural Gas.</p>	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
28.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.	
29.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
30.	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.	
31.	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.	
32.	Void	
33.	Void	
34.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



E-6
ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

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

**SUB: SUPPLY OF BARE & COATED PIPES FOR NORTH EAST GAS GRID PHASE-III
OF IGGL, ASSAM**

Tender No. : _____

Dear Sir,

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

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

Postal Address with Pin Code:

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

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

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :

F-7
BIDDER'S EXPERIENCE

To,

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

**SUB: SUPPLY OF BARE & COATED PIPES FOR NORTH EAST GAS GRID PHASE-III
OF IGGL, ASSAM**

Tender No. : _____

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 Commence ment	Scheduled Completion/ Delivery Period (Months)	Date of Actual Compl- etion	Reasons for delay in execu- tion, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-8 (A)
CHECK LIST

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the Bidder to make sure that the necessary data/information as called for in the Tender Document has been submitted by them along with their offer/Bid. This, however, does not relieve the Bidder of his responsibilities to make sure that his Bid is otherwise complete in all respects.

Please ensure compliance and tick (√) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Confirm that the following details have been submitted in the Un-priced part of the Bid		/
i	Covering Letter, Letter of Submission		
ii	Declaration for Bid Security		
iii	Digitally signed Tender Document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Confirm submission of documents along with unpriced bids as per tender requirement (including cl.no.11.1.1 of Section-III).		/
2.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorized person(s)		
3.0	Confirm that the price part as per Price Schedule format uploaded in e-portal.		
4.0	Confirm that Undertaking as per Form 1 of Annexure-V to Section-III has been submitted (applicable for MSE and PP-LC bidder).		
5.0	Confirm that Undertaking as per <i>Form-2 to Annexure-V to Section-III</i> and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per <i>Form-3 to Annexure-V to Section-III</i> are submitted.		



	In case a bidder is quoting on behalf of a manufacturer, in addition to <i>Form -2 and Form-3 to Annexure-V</i> to Section-III, the bidder is required to submit <i>Form -4 and Form-5 to Annexure-V to Section-III</i> to be signed by the manufacturer and the statutory auditor /cost auditor/ practicing cost accountant/practicing chartered accountant of that manufacturer respectively.		
6.0	Confirm that Undertaking as per Form-I to Section-II have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)		
7.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-8(B)
CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
(refer Section II of Tender document)

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
Technical BEC					
1.	Experience	<p><i>a)</i> Bidder shall furnish duly filled-up Form-1 to Section-II, Vol I of II. Line pipe Manufacturer shall furnish documentary evidence along with the bid, to establish the above qualification criteria, such as purchase order/ work order, inspection release note/ completion certificates of relevant previous supplies & API 5L License to use API monogram on API 5L PSL2 line pipes.</p> <p><i>b)</i> For establishing equivalence as mentioned in paragraphs 3.1.1.1 (02, 03 & 04), bidder shall submit documents as stated in paragraph no. 3.1.1.1 (05).</p> <p><i>c)</i> The bidder who is an authorized supply house of the manufacturer of iron & steel products are eligible to bid on behalf of the domestic manufacturers meeting the Criteria stipulated under clause no. 3.1.4 above shall furnish a “Letter of Undertaking/Authority Certificate” from manufacturer along with the bid in the Format (Appendix-I to Annexure-III to Section-II, Vol I of II) in addition to the documents required for qualification of pipeline manufacturers.</p> <p><i>d)</i> Bidder who are line pipe manufacturer and do not have coating facility can submit MOA with</p>		Yes/No	



BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
		coating contractor for External & Internal Coating as specified in clause no. 3.1.3. e) Coating applicator shall furnish documentary evidence along with the bid, to establish the above qualification criteria, such as purchase order/work order, inspection release note/ completion certificates of relevant previous supplies.			
2.	Job executed for Subsidiary / Fellow subsidiary/ Holding company.	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company.		Yes/No	
Financial BEC					
1.	Annual Turn Over	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year. [In case the Annual Turnover criteria is not met in last Audited Financial Year, then the Audited Financial Statements for previous two years of last Audited Financial Year is to be submitted]	Submitted <i>(Mention specific year.....)</i>	Yes/No	
2.	Net Worth	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.	Submitted <i>(Mention specific year.....)</i>	Yes/No	
3.	Working Capital	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited	Submitted <i>(Mention specific</i>	Yes/No	



BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
		Financial Year. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (in prescribed format) from their bank having net worth not less than Rs.100 Crores, confirming the availability of line of credit for at least working capital requirement as stated above.	year.....) Submitted/ Not Applicable <i>(Bidder to tick appropriate option)</i>		
4.	Format for Details of financial capability of Bidder	Bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA).	Submitted		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-9
FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE

(To be provided on Bank's letter head)

Date:

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

Dear Sir,

This is to certify that M/s (name of the Bidder with address) (herein after referred to as Customer) is an existing Customer of our Bank.

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

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

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

Yours truly

for..... (Name & address of Bank)

(Authorized signatory) Name of
the signatory :
Designation :
Stamp



E-10

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

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

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

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

B. NETWORTH* AS PER AUDITED FINANCIAL STATEMENT OF PRECEDING FINANCIAL YEAR:

Description	Year
	Amount (Currency)
1. Net Worth	

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

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

**Refer Instructions on page 2 of 2*

Notes:

- (i) It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC)
- (ii) We confirm that above figures are after referring instructions at page 2 of 2 of Format F-10.
- (iii) Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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

Membership No.:

UDIN:



Instructions for Format F-10:

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



**TENDER FOR
SUPPLY OF BARE & COATED PIPES
FOR NORTH EAST GAS GRID PHASE-III
OF IGGL, ASSAM**



FORMAT F-10 A (HFW/ERW)

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

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

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

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

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

Overall acceptability

Acceptable / Not Acceptable

For & On behalf of

Signature
Name
Designation

Agency's name & Seal

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

FORMAT F-10A (LSAW/HSAW)**LINE PIPE MANUFACTURING MILL CAPABILITY CERTIFICATION**
(For Indian and Foreign bidders seeking qualification under Ann-I to IFB)

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

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

Sl. No.	Description	Inspection Agency	
		Observation	Remarks on Conformity
1.7	Testing		
2.0	Following shall be certified for Mill capability:		
2.1	<u>Inspection of raw material (Plates/Coils)</u> The machine shall have an inbuilt edge machining and Ultrasonic testing to test about 25mm width on both sides of the plate edges.		
2.2	<u>Forming of the plates/ Coils</u> During Forming and welding the machine should have automatic tracking system to control welding groove and edge offsets.		
2.3	<u>Welding</u> Pipe mill shall have a continuous tack welding arrangement for better dimensional control, minimum repairs and higher production. Weld procedure qualified shall ensure testing of Impact at -20° C for Weld and HAZ.		
2.4	<u>Inspection & Testing</u>		
	Type and location of the testing facility and step-by-step operations followed to achieve High quality product as per technical specifications.		
	List of all relevant NDT procedures (including Acceptance criteria)		
	List of NDT qualified personnel with valid ASNT-1A certificates for level III and Level II operators.		
	Ultrasonic machines being used should ensure tracking of weld seam during testing and representing defects on a printout.		
	All instruments used shall have a valid Calibration certificates.		
	Capability of mill and procedure followed to produce pipes within the technical specifications with special attention to clause number 7.2 of TS (Out of roundness limited to 5 mm).		

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

Overall acceptability

Acceptable / Not Acceptable

For & On behalf of

Signature
Name
Designation
Agency's name & Seal

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



FORMAT – 10D(ERW)

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

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

Notes:

- 12 meter is the average length of the pipe in meter and “T” is the maximum time (average) in minutes, for any of the above listed critical operations. γ is reliability factor 0.8 uniformly taken for all mills.
- Time taken shall be from the beginning of an operation till the commencement of the same operation for the next pipe.



3. Above stages are indicative only.
4. Capacity 'C' thus achieved shall be converted to the required/ quoted diameter size.



FORMAT – 10D (LSAW/HSAW)

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

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

Notes:

- * In case of off Line process, Welding (Inside/Outside) time shall be considered separately.
- 1. 12 meter is the average length of the pipe in meter and “T” is the maximum time (average) in minutes, for any of the above listed critical operations. γ is reliability factor 0.8 uniformly taken for all mills.
- 2. Time taken shall be from the beginning of an operation till the commencement of the same operation for the next pipe.



3. Above stages are indicative only.
4. Capacity 'C' thus achieved shall be converted to the required/ quoted diameter size.

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: SUPPLY OF BARE & COATED PIPES FOR NORTH EAST GAS GRID PHASE-III OF IGGL, ASSAM

Tender No. : _____

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

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

SIGNATURE OF AUTHORISED REPRESENTATIVE OF BIDDER: _____

NAME OF BIDDER : _____

F-12

E-Banking Mandate Form

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

(To be issued on vendors letter head)

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

F-13

INTEGRITY PACT

NOT APPLICABLE



FORMAT – 13A

3 LPE EXTERNAL / INTERNAL COATING PLANT CAPABILITY ASSESSMENT

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

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



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



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



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

Overall acceptability:

ACCEPTABLE / NOT ACCEPTABLE

For & On behalf of

Signature
Name
Designation



Agency's Name & Seal

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



FORMAT – 13C

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

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

Notes:

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

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

Where,

$$G = Dc / Dq$$



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

F-14

FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.
6.0	Are there are any benefits available to Startups?	Refer Clause No. 48 of Instructions to Bidders of Tender Document.
7.0	Can a bidder quote bid validity less than 4 months	No. Change in the tender condition is not permitted.
8.0	Can the Performance Bank Guarantee clause in the tender be modified.	No. Change in the tender condition is not permitted.
9.0	Whether a bidder can quote modified payment terms.	No. Change in the tender condition is not permitted.



10.0	Whether 100% GST amount is released with the initial payment.	Yes. 100% GST amount of the invoice will be paid along with the initial payment
11.0	When the 5% final payment will be released.	Final 5% amount of invoice shall be released progressively within 30 days after handing over of coated pipes to the laying contractor and receipt of final technical document (if any) as specified in the PR.
12..0	Can the Storage Yard/dumpsite Location radius be increased than the distance mentioned in tender	No. Storage Yard/Dumpsite Location radius mentioned in the tender cannot be increased
13.0	Can IGGL consider to modify the scope of dumpsite establishment & maintenance in the scope of pipeline laying contractor.	Dumpsite establishment and maintenance shall be with pipe suppliers only
14.0	Can IGGL consider reduced validity for placement of repeat order	No. the validity for placement of repeat order cannot be reduced.
15.0	Can IGGL consider attestation of technical BEC documents by Chartered Engineer (CE) in place of attestation by Independent TPI as stipulated in tender	No. As mentioned in the tender documents, the technical BEC documents should be duly attested by Independent TPI only. CE attested documents will not be accepted.
16.0	Can a bidder be allowed to alter the local content value after Reverse Auction.	No. Alteration in the declared percentage of Local Content (LC) shall not be allowed after Reverse Auction. The value of LC shall be worked out by applying the percentage reduction (i.e. based on the price received after RA and original evaluation price) on the value of LC quoted in the tender.
17.0	In case of Item-wise evaluation specified in tender and there are different dumpsites, then bidder needs to quote single freight and dumpsite development & maintenance charges. Can a bidder quote different freight rates for different dumpsites.	No. In case of Item-wise evaluation, Dumpsite-wise different freight and dumpsite maintenance rates are not allowed.

All the terms and conditions of Tender remain unaltered.



F-16

DETAILS OF QUOTED ITEMS (BARE PIPE)

SUB: SUPPLY OF BARE & COATED PIPES FOR NORTH EAST GAS GRID PHASE-III OF IGGL, ASSAM

Tender No. : _____

MR. Item No.	Total Required Quantity (Mtrs.)	Total Quoted Quantity (Mtrs.)	Quantity of Quoted Pipes in Meters				Mil-wise Quantity in Meters					
			HSAW	LSAW	HFW	Seamless	Mill 1*	Qty.	Mill 2*	Qty.	Mill 3*	Qty.

* Please unique identification no. of Mill.

Place:
Date:

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

FORMAT F-18

DETAILS OF EMD SUBMITTED FOR ITEMS QUOTED BY BIDDER

ITEM DESCRIPTION	QUOTED/NOT QUOTED	EMD DETAILS
ITEM A1		
ITEM A2		
ITEM A3		



Format F-19
POWER OF ATTORNEY

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

**SUB: SUPPLY OF BARE & COATED PIPES FOR NORTH EAST GAS GRID
PHASE-III OF IGGL, ASSAM**

Tender No. : _____

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-20

NO CLAIM CERTIFICATE

[On the Letter-head of Contractor]

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

After completion of the above-said Work under the contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills, our balance entitlement under the Contract is to a sum of Rs.

_____ (Rupees _____ only) as per our Final Bill dated _____ towards full and final settlement of all our claims, dues, issues and contentions from Indradhanush Gas Grid Limited.

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

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

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

Signature with Seal of contractor

Dated :



F-21A

INDEMNITY BOND

WHEREAS Indradhanush Gas Grid Limited (hereinafter referred to as “IGGL”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at 5th Floor, Central Mall, G S Road, Christian Basti, Guwahati has entered into a contract with M/s*..... (hereinafter referred to as the “Contractor”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *... ..and on the terms and conditions as set out, inter-alia in the [*mention the work order/LOA/Tender No.*]and various documents forming part thereof, hereinafter collectively referred to as the ‘CONTRACT’ which expression shall include all amendments, modifications and / or variations thereto.

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

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

AND THE CONTRACTOR hereby further agrees with IGGL that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of IGGL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which IGGL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.



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

The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

SIGNED BY :

For [*Contractor*]

Authorised Representative

Place:

Dated:

Witnesses:

- 1.
- 2



F-21B

PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER

(To be executed on non- judicial stamped paper of appropriate value)

WHEREAS Indradhanush Gas Grid Limited. (hereinafter referred to as IGGL) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at 5th Floor, Central Mall, G S Road, Christian Basti, Guwahati has entered into a CONTRACT with__ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for__ on the terms and conditions as set out, inter-alia, in the CONTRACT No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

- i) IGGL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by IGGL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.
- ii) As a pre-condition to the supply of the said materials by IGGL to the CONTRACTOR, IGGL has required the CONTRACTOR to furnish to IGGL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.



NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified IGGL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR upto and until the date of return to IGGL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to IGGL forthwith on demand in writing without protest or demur the value as specified by IGGL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with IGGL'S costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses upto) and aggregate limit of Rs. _____
(Rupees _____).

AND THE CONTRACTOR hereby agrees with IGGL that:

- i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of IGGL arising hereunder upto and until the midnight of _____. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfil the CONTRACT.
- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to IGGL in terms of hereof.



-
- iii) The mere statement of allegation made by or on behalf of IGGL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost , damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of IGGL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by IGGL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by IGGL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to IGGL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated_____.

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the CONTRACTOR



F-22
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: SUPPLY OF BARE & COATED PIPES FOR NORTH EAST GAS GRID PHASE-III
OF IGGL, ASSAM**

Tender No. : _____

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:



F-23

BANK GUARANTEE

(On Non-judicial paper for appropriate value)

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

In consideration of the Indradhanush Gas Grid Limited, having registered office at 5th Floor, Central Mall, G S Road, Christian Basti, Guwahati (hereinafter called 'the Company' which expression shall include its successors and assigns) having awarded to _____ and having its Corporate office at _____ (hereinafter referred to as "The Vendor" which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms interalia, of the Company's Purchase order / Letter of Award No. _____ and the General and Special Purchase Conditions of the Company and upon the condition of vendor's furnishing security for the performance of the vendor's obligations and/or discharge of the vendor's liability under and / or in connection with the said supply contract upto a sum of **INR _____/- (Indian Rupees _____ only).**

We, (Name) (constitution) (hereinafter called "the Bank" which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to the Company in **INR _____/- (Indian Rupees _____ only)** forthwith on demand in writing and without protest or demur of any and all moneys any wise payable by the Vendor to the Company under in respect of or in connection with the said supply contract inclusive of all the Company's losses and expenses and other moneys anywise payable in respect to the above specified in any notice of demand made by the Company to the Bank with reference to this Guarantee up to an aggregate limit of **INR _____/- (Indian Rupees _____ only).**

AND the Bank hereby agrees with the Company that

- i. This Guarantee/undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Company and liabilities of the vendor arising up to and until midnight of _____.
- ii. This Guarantee / Undertaking shall be in addition to any other guarantee or security of whatsoever that the Company may now or at any time otherwise have in relation to the vendor's obligation/liabilities under and / or connection with the said supply contract, and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its liability hereunder.
- iii. The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor's obligations and / or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and / or indulgence to the vendor or to reduce or to increase or otherwise

-
- vary the prices of the total contract value or to release or to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and / or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.
- iv. This Guarantee / Undertaking shall not be determined by the liquidation or winding up or dissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.
 - v. The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee / Undertaking and all the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms of hereof.
 - vi. The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages or costs, charges and or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be and payable by the Guarantor to Company in terms hereof.

Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK



SECTION – V

GENERAL CONDITION OF CONTRACTS

(GCC-GOODS)



GENERAL CONDITIONS OF CONTRACT [Rev.1]
FOR
PROCUREMENT OF GOODS

INDRADHANUSH GAS GRID LIMITED (IGGL)

(GCC-Goods [Rev.1])

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1.0 DEFINITIONS, INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS

1.1 Definitions

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

- 1.1.1 "Approved" means prior approval in writing.
- 1.1.2 The "Bid" or "Tender" "Offer" means the proposal along with supporting documents submitted before Notification of Award by the Bidder for consideration / acceptance by the Purchaser.
- 1.1.3 "Bidder" Designates the person(s) or legal entity / Firm / Company /Corporation /Organisation, and it's legal representatives, successors and permitted assigns which has made a proposal or submitted Bid/Tender/Offer with the aim of concluding a Contract with the Purchaser.
- 1.1.4 "Consultant" or "PMC" [if engaged] shall mean M/s.having its registered office at..... who are the consultant to the Purchaser for this Contract. The term Consultant includes successors, assigns of M/s.
- 1.1.5 "Contract" shall mean all obligations, commitments, promises agreed upon between Purchaser and Supplier for supply of Goods including execution of the Services(if any) as per Purchase Order(PO) and its subsequent amendment(s), if any in writing thereto.
- 1.1.6 "Contract Price" or "Purchase Order Value" shall mean the total sum accepted or the total sum calculated in accordance with the prices accepted in the Contract as payable to the Supplier under the Contract for the full and proper performance of its contractual obligations. The Contract Price /Purchase Order Value is subject to Price Reduction Schedule clause.
- 1.1.7 "Completion Date" shall mean the date on which the supplied Goods are successfully commissioned by the Supplier and handed over to the Purchaser.

"Delivery Date" shall be the date on which Goods are supplied by Supplier as per delivery terms of the Contract.
- 1.1.8 "Commercial Operation" shall mean the condition of the operation in which the complete Goods / equipment covered under the Contract is officially declared by the Purchaser to be available for continuous operation at different loads upto and including rated capacity.
- 1.1.9 "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.



1.1.10 “Delivery” shall mean the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

Delivery terms shall be interpreted as per current edition of INCOTERMS, published by the International Chamber of Commerce before the due date of submission of Bid

1.1.11 “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.

1.1.12 “Engineer” or “Engineer-in-Charge” shall mean the person designated from time to time by Purchaser/Consultant and shall include those who are expressly authorized to act for and on behalf of Purchaser/Consultant for operation of this Contract.

1.1.13 “Fax of Acceptance” shall mean intimation regarding notification of award by the Purchaser/Consultant to the successful Bidder/Supplier through a fax/ letter/ email conveying that the Tender/Bid/Offer has been accepted in accordance with the provisions contained therein.

1.1.14 “Final Acceptance” shall mean the Purchaser’s written acceptance of the Goods supplied and works/Services performed under the Contract after successful completion of performance and guarantee test, at/after the Completion Date.

1.1.15 “Goods” shall mean articles, materials, equipment, machinery, instruments, stores, design and drawings, data and other property to be supplied by Supplier including Services (if any), to complete the Contract and Amendment(s) thereto.

1.1.16 “Inspector” shall mean any person or third party Agency nominated by Purchaser/Consultant to inspect Goods, stage wise as well as final, before dispatch, at Supplier’s works and/or on receipt at Site as per terms of the Contract.

1.1.17 “Initial Operation” shall mean the first integral operation of the complete Goods covered under the Contract with sub-systems and supporting equipment(s) in service or available for service.

1.1.18 “Purchase Order” means the Contract Document/Order collectively the Tender Documents, Designs, Drawings, Specification, Bill of Quantities, Schedule of Rates alongwith its break-up (if any), Fax of Acceptance (if any), agreed variations and amendments (if any) and such other documents constituting the Tender and acceptance thereof.

1.1.19 “Purchaser” shall mean INDRADHANUSH GAS GRID LIMITED (IGGL) having its registered office at 5th Floor, Central Mall, GS Rd, Christian Basti, Guwahati, Assam 781005 (INDIA). The term Purchaser includes successors, assigns of IGGL



- 1.1.20 “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 Purchase Order.
- 1.1.21 “Project” designates the aggregate of the Goods and/or Services to be provided by one or more Suppliers/Contractors.
- 1.1.22 “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.
- 1.1.23 “Supplier” shall mean the successful Bidder whose Bid has been accepted by the Purchaser for supply of Goods and incidental Services (if any). The term Supplier is a synonym of Seller and Vendor/Contractor and also includes its successor(s) and permitted assign(s).
- 1.1.24 “Service” shall mean those services ancillary to the supply of Goods, such as transportation and insurance and any other incidental services such as erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract.
- 1.1.25 “Site” means the land(s) and other place(s) on, under, in or across/through which the Goods and/or Services have to be supplied, erected, assembled, adjusted, tested, arranged and/or commissioned.
- 1.1.26 “Specifications” shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian and/or International) and standard specifications including all addenda/corrigenda published before entering into the Contract, as applicable and specified in the Contract.
- 1.1.27 “Sub-Contract” shall mean order placed by the Supplier, for any portion of the Contract, after necessary consent and prior written approval of Purchaser unless otherwise explicitly mentioned in the Contract.
- 1.1.28 “Sub-Contractor” shall mean the person(s) / firm / Organisation / company (other than the Supplier) and its legal representatives, successors and permitted assigns named in the Contract for supply of any part of the Goods or Service(s) or to whom any part of the Contract has been sub-let by the Supplier with the prior consent in writing of the Consultant/Purchaser unless otherwise explicitly mentioned in the Contract.
- 1.1.29 “Start-Up” shall mean the time period required to bring the Goods 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 Goods and supporting subsystems, initial operation of the complete Goods 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.

1.1.30 “Tests” shall mean such process or processes to be carried out by the Supplier as are prescribed in the Contract or considered necessary by Purchaser or his representative in order to ascertain quality, workmanship, performance and efficiency of Goods or part thereof.

1.1.31 “Tests on Completion” shall mean such tests as prescribed in the Contract to be performed by the Supplier before the complete Goods and Services are taken over by the Purchaser.

1.1.32 "Week" shall mean a period of any consecutive seven Days.

1.2 Interpretations & Priority of Contract Documents

1.2.1 The documents forming the Contract are to be read together and interpreted as mutually explanatory of one another. If there is a direct inconsistency in specific obligation(s), then for the purposes of interpretation, and unless otherwise provided in the Contract, the priority of the Contract Documents shall be in accordance with following sequence:

- (i) Purchase Order
- (ii) Fax of Acceptance
- (iii) Specific Technical Specification/Job Specifications (pertaining to Scope of Supply)
- (iv) Drawings
- (v) Special Purchase Conditions(SPC) / Special Conditions of Contract (SCC)
- (vi) General Technical Specifications (if applicable)
- (vii) Instructions to Bidders (ITB)
- (viii) General Conditions of Contract (GCC)
- (ix) Any other document forming part of the Contract

A Amendment issued to Purchase Order after signing of formal Contract shall take precedence over respective clauses of the formal Contract and its annexures.

The higher priority interpretation shall be adopted only to the extent required to deal with an inconsistency. Specific term(s) agreed take priority over general statement(s) and terms in Contract Document created at a later date govern over terms in earlier Contract Document. Subject to foregoing, the terms of the groups of documents set out above have equal importance within their group.

1.2.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the Specifications or to any other Tender 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 thereof the Contract.



- 1.2.3 Singular and Plural: In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- 1.2.4 Interpretation: Words implying 'Person(s)/Party(ies)' shall include relevant Corporate Companies / Registered Associations/ Body of Individuals/ Firm of Partnership' and any firm/organization having legal capacity, as the case may be.
- 1.2.5 Gender: Where the context so requires, words imparting the masculine gender shall also include the feminine gender and the neuter gender and vice versa.
- 1.2.6 Severability: Should any provision of this Contract be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.
- 1.2.7 Incoterms:
 - (i) The meaning of any trade term and the rights and obligations of Parties thereunder shall be as prescribed by Incoterms® 2020 or its latest version.
 - (ii) EXW, FOB,FCA,CIF, CIP& CPT and other similar terms, shall be governed by the rules prescribed in the Incoterms® 2020 or its latest version, published by the International Chamber of Commerce, applicable as on due date of submission of Bid.

2.0 SUPPLIER TO INFORM

- 2.1 The Supplier 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 Supplier of his responsibility to fulfill his obligation under the Contract.

3.0 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.

4.0 COUNTRY OF ORIGIN

- 4.1 All goods and services supplied under the contract shall have their Origin as quoted by the Bidder and accepted by Purchaser.
- 4.2 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.

- 4.3 In case of Contract with foreign Suppliers, a certificate issued by relevant Chamber of Commerce specifying Country of Origin shall form part of shipping/dispatch documents.
- 4.4 The Origin of goods and services is distinct from the nationality of the Supplier.
- 4.5 In case of any export/re-export control restrictions imposed by parent country of Bidder / country of origin on the Goods offered/supplied regarding Goods' end use or end user, then Bidder shall intimate the same upfront in their offer. In such case, right to accept or reject the Bid of such Bidder shall be decided by Purchaser on its sole discretion.

5.0 SCOPE OF CONTRACT

- 5.1 Scope of the Contract shall be as defined in the Purchase Order/Contract Document(s) and Annexure thereto.
- 5.2 Completeness of the Goods and Services shall be the responsibility of the Supplier. Any equipment, fittings and accessories which may not be specifically mentioned in the Scope, Specifications or drawings, but which are usual or necessary for the satisfactory functioning of the Goods (i.e. successful operation and functioning of the Equipment being Supplier's responsibility) shall be provided by Supplier without any extra cost.
- 5.3 The Supplier shall follow the good engineering practices in the manufacture of Goods/Equipment(s) notwithstanding any omission in the Specifications. The true intent and meaning of these documents is that Supplier shall in all respects, design, engineer, manufacture and supply the Goods, equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of Purchaser.
- 5.4 The Supplier shall furnish three (3) 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. The Supplier shall also furnish the above in computer readable soft copies in PDF format or equivalent by electronic mode.
- 5.5 The documents once submitted by the Supplier shall be firm and final and not subject to subsequent changes unless otherwise explicitly agreed by the Purchaser in writing. The Supplier 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 Supplier shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location
- 5.9 Specifications, design and drawings issued to the Supplier alongwith Tender Document/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 Supplier 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 prior written permission of Purchaser/Consultant. All such details shall be kept confidential.
- 5.10 Supplier shall pack, protect, mark and arrange for dispatch of Equipment as per instructions given in the Contract.
- 5.11 The Supplier on his own behalf and on behalf of Sub-Contractor(s) hereby represents that both have full legal right, power and authority to transfer the ownership of the equipment/material to Purchaser.

6.0 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(s).

7.0 INSTRUCTIONS, DIRECTION & CORRESPONDENCE

- 7.1 The Goods 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.
- 7.2 All instructions and orders to Supplier shall, excepting what is herein provided, be given by Purchaser/Consultant.
- 7.3 All provision of Goods and supply of Services shall be carried out under the direction of and to the satisfaction of Purchaser/Consultant.
- 7.4 All communications including technical/commercial clarifications and/or comments shall be addressed to Purchaser/ Consultant and shall always bear reference to the Purchase Order number.
- 7.5 Invoices for payment against Contract shall be addressed to Purchaser.



7.6 The Purchase Order number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

8.0 CONTRACT OBLIGATIONS

8.1 Purchaser will be the sole judge in the matter of award of Contract and the decision of Purchaser shall be final and binding on the Supplier.

The Acceptance of Tender/Bid will be intimated to the successful Bidder by the Purchaser through notification of award of Contract either by fax / e - mail /letter or like means defined as Fax of Acceptance (FOA). The Contract shall enter into force on the date of Notification of Award and the same shall be binding on Purchaser and Supplier.

8.2 If after award of the Contract, the Supplier does not acknowledge the receipt of FOA/PO or fails to furnish the Contract Performance Security 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.

8.3 Once a Contract enters into force, the terms and conditions contained therein shall take precedence over the Supplier's bid and all previous correspondence.

8.4 Supplier's Responsibilities

8.4.1 The Supplier shall supply all the Goods and incidental Services as per terms and conditions of Purchase Order within the Delivery and Completion schedule mentioned therein.

8.5 Purchaser's Responsibilities

8.5.1 Whenever the supply of Goods and incidental Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

8.6 Joint and Several Responsibility:

8.6.1 Where Supplier's Goods/Equipment(s) or any part thereof are to be used jointly with other equipment(s) supplied by another manufacturer(s), the name of the such manufacturer(s) will be communicated separately to Supplier, the Purchaser/Consultant will hold Supplier and the manufacturer(s) jointly and severally responsible for the perfect operation of the entire group or section of equipment as regard the technical and mechanical characteristics stipulated in the specification. Such responsibility shall also include the mechanical coupling as well as dynamic and starting moment.

8.6.2 Consequently, Supplier shall establish and maintain all necessary contact with the manufacturer to be indicated by Purchaser/Consultant with a view to ensuring the exchange of all relevant data and information.

9.0 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 Based on the requirement, the Purchaser/Consultant in writing shall have the right to change the quantities, specifications, drawings etc. without changing the indented purpose of the Contract. If such changes cause an increase or decrease in the price or time required for the supply, the Supplier shall submit the proposal indicating the implications along with documentary evidence/ back-up documents/ calculations within 7 days, for review and processing of change order/amendment to the Contract by Purchaser/Consultant. On receipt of the amendment to the Contract, Supplier shall execute the change order.
- 9.3 Purchaser/Consultant shall not be bound by any printed conditions or provisions in the Supplier's Bid Forms or acknowledgment of Contract, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to Contract.

10.0 USE OF CONTRACT DOCUMENTS & INFORMATION

- 10.1 The Supplier 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 Supplier 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.
- 10.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in clause no. 10.1. except for purpose of performing the Contract.

11.0 PATENT RIGHTS, LIABILITY & COMPLIANCE OF REGULATIONS

- 11.1 Supplier hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and Supplier 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 Supplier shall, indemnify and hold harmless the Purchaser/Consultant and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser/Consultant may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, industrial design rights or other intellectual property right registered or otherwise by reason of
- (a) the installation or the use of the Goods or any part thereof in the country where the Site is located; and
 - (b) the sale of the products (which is produced by use of the Goods) in any country.
- 11.3 Supplier shall also protect and fully indemnify the Purchaser from any claims from Supplier's workmen/employees or their heirs, dependents, representatives, etc. or from any other person(s) or company(ies) etc. for any acts of commissions or omission while executing the Contract.
- 11.4 Supplier 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.

12.0 CONTRACT PERFORMANCE SECURITY (CPS):

- 12.1 Within 30 days after the Supplier's receipt of FOA, the Supplier shall furnish Contract Performance Security (CPS) in the form of Demand Draft/online direct transfer/Bank Guarantee in the format attached as Appendix-III, for an amount equivalent to defined percentage (mentioned in tender/ FOA) of the total Purchase Order Value excluding GST on finished goods or for the amount mentioned in the Tender Document/FOA.
- 12.2 The proceeds of CPS shall be appropriated by the Purchaser as compensation for any loss resulting from the Supplier'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 CPS shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.

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.

- 12.3 The CPS shall be denominated in the currency of the Contract.
- 12.4 The CPS shall be valid for the duration upto expiry of Warrantee/Guarantee period with claim period as per the format attached as Appendix-III. The Bank Guarantee will be discharged by Purchaser within 3 months from the date of expiration of the Supplier's entire obligations, including any warrantee/guarantee obligations, under the Contract.

- 12.5 All compensation, claim or other sums of money payable by the Supplier to the Purchaser/Consultant under terms of this Contract may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Supplier by the Purchaser/Consultant of any account whatsoever and in the event of his CPS being reduced by reasons of any such deductions or sale of aforesaid, the Supplier shall within ten days thereafter make good in bank drafts/Bank Guarantee as aforesaid any sum or sums which may have been deducted from or realized by sale of his CPS, or any part thereof. The Supplier shall pay to the Purchaser/Consultant on demand any balance remaining due. No interest shall be payable by the Purchaser/Consultant for sum deposited as CPS and no claim whatsoever in this regard shall be entertained by Purchaser.

13.0 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 Supplier 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 Supplier or his sub-contractor(s), at point of Delivery and/or at the Goods' final destination. When conducted on the premises of the Supplier 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 Supplier 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 may 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. Supplier shall allow the Inspector to visit, during working hours, the workshops relevant for execution of the Contract during the entire period of Contract validity.
- 13.6 Any materials/goods covered under scope of Contract, which during the process of inspection by Inspector, at any stage of manufacture/fabrication and subsequent stages, prior to dispatch is found not conforming to the requirements/specifications of the Purchase Order, shall be liable for immediate rejection. 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 Purchaser.

- 13.7 In order to enable Purchaser's representatives to obtain entry visas in time, Supplier shall notify Purchaser two months before assembly, testing and packing of main Equipment. If requested, Supplier shall assist Purchaser's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 13.8 Supplier 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 Supplier 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 Supplier shall be witnessed by the Inspector. Therefore, Supplier shall confirm to Purchaser by fax or e-mail about the exact date of inspection with at least 30 days notice. Supplier 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 Supplier'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 Clause-13 shall in any way release the Supplier from any warrantee/guarantee 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 Supplier.

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 & cost of the 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 from the date of such written Notice, failing which the consignee/Purchaser will either return the materials to the Supplier on freight to pay or otherwise dispose them off

at the Supplier's risk and cost. The Purchaser shall also be entitled to recover handling & storage charges, as per Clause No. 27.4

14. TIME SCHEDULE & PROGRESS REPORTING

14.1 Time Schedule Network/Bar Chart

14.1.1 Together with the Contract confirmation, Supplier 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 Supplier'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 or as agreed with Purchaser.

14.2 Progress Trend Chart/Monthly Report

14.2.1 Supplier 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.

14.2.4 Purchaser's/Consultant's representatives shall have the right to inspect Supplier's premises with a view to evaluating the actual progress of Contract execution on the basis of Supplier's time schedule documentation.

14.2.5 Irrespective of such inspection, Supplier shall advise Consultant, with copy to Purchaser, at the earliest possible date of any anticipated delay in the progress.

14.3 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per time schedule and is not satisfactory in the opinion of the Purchaser/Consultant which shall be conclusive or Supplier shall neglect to execute the Contract with due diligence and expeditiousness or contravenes the provisions of the Contract, Purchaser/Consultant may give notice of the same in writing to the Supplier calling upon him to make good the failure, neglect or contravention complained of. Should Supplier 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 cancel the Contract wholly or in part out and make alternative arrangements to obtain the requirements and completion of Contract at the Supplier's risk and cost and recover from the Supplier, all extra cost incurred by the Purchaser on this account. In such event Purchaser/Consultant shall not be responsible for any loss that the Supplier may incur and Supplier shall not be entitled to any gain. Purchaser/Consultant shall, in addition, have the right to encash Contract Performance Security in full or part.

15. DELIVERY & DOCUMENTS AND DISPATCH SCHEDULE

- 15.1 Delivery of the Goods shall be made by the Supplier in accordance with terms specified in the Contract, and the goods shall remain at the risk of the Supplier until delivery has been completed.
- 15.2 Delivery shall be deemed to have been made:
- (i) In the case of FOB/FCA, CFR/CPT& CIF/CIP Contracts, when the Goods have been put on board the ship/flight, at the specified port of loading and a clean Bill of Lading/Airway Bill is obtained. The date of Bill of Lading/Airway Bill shall be considered as the delivery date.
 - (ii) 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.
 - (iii) In case of FOT site (for Indian bidders) Contract, date of receipt of Goods by Purchaser/Consultant at the designated site(s) shall be considered as the date of delivery.
 - (iv) For Contracts involving Services, the delivery/completion period for such Services mentioned in Contract shall commence from zero date as intimated by the Purchaser/Consultant in writing or as mentioned in SCC or elsewhere.
- 15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of Purchaser/Consultant. Any request concerning delay will be void unless accepted by Purchaser/Consultant through a modification to the Contract.
- 15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by Purchaser/Consultant.
- 15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Clause- 26 shall apply. The Contract shall be continued to be in force till the delivery of Goods or written Notice from Purchaser to Supplier for termination of Contract.
- 15.6 It should be noted that if a Contract is placed on a higher bidder as a result of this tender, in preference to the lowest acceptable offer, in consideration of an earlier delivery, the Supplier will be liable to pay to IGGL the difference between the contract rate and the rate

quoted by the lowest acceptable bidder in case of failure to complete the supply in terms of such Contract within the date of delivery specified in the Tender Document and incorporated in the Contract. This is without prejudice to other rights and remedies available to IGGL, under terms of Contract.

- 15.7 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.
- 15.8 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- 15.9 The Supplier should comply with the Packing, Marking and Shipping Documentation Specifications.

15.10 **Dispatch Schedule**

15.10.1 **Indian Bidder:**

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.

Supplier 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

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.

It shall be responsibility of the Supplier 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.

15.10.2 **Foreign Bidder:**

Where the Supplier is required under the Contract to deliver the Goods on CFR or CIF, transportation 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



Supplier and the for the cases where order(s) are finalized on FOB or FCA basis the transportation will be arranged by IGGL.

Supplier 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

It shall be responsibility of the Supplier to send intimation and Original Shipping Documents immediately on dispatch of the material so that necessary arrangements can be made at Destination Port. Delays on account of the same shall solely be attributable to the Supplier.

All equipments / materials are to be insured by IGGL for transit/marine risks unless specified otherwise in the purchase order, to cover the damages during the transportation etc.

Any such damage during the transportation shall be immediately notified to under-writers as well as the transporter, for further necessary action for recovery of transit damages.

For the purpose of arranging transit/marine insurance of the goods despatched / shipped, vendors are required to furnish the despatch / shipping particulars to the Insurance Company giving complete details of despatches along with Policy No. etc.

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 The Purchaser shall arrange transit risks Insurance for the Goods supplied by indigenous Supplier unless specified otherwise in the Purchase Order, to cover the risk & damages during the inland transportation. Further, where delivery is on FOB/FCA or CFR/CPT basis, marine insurance shall be the responsibility of the Purchaser.

Any such damage during the transportation shall be immediately notified to under-writers as well as the transporter under intimation to consignee, for further necessary action for recovery of transit damages.

16.3 Insurance Requirements:

Indigenous Supplier: Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by IGGL unless specified otherwise in the Purchase Order.



Immediately after shipment, the Supplier shall inform the Purchaser's insurance agent and Purchaser/Consultant giving the details of shipment regarding LR number and date, invoice no. & date with value, number of packages/cases, gross/net weight, value of goods and Purchase Order number along with Insurance policy no., for arranging insurance of the consignment against transit risk from the despatch point to the Site/warehouse of the consignee.

Foreign Supplier : Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by IGGL, in case of EXW, FOB/FCA, CFR/C&F orders as per INCOTERMS.

Immediately after shipment, the Supplier shall inform the Purchaser's insurance agent and Purchaser/Consultant giving the details of shipment regarding name of vessel, B/L or AWB number and date, invoice no. & date with value, packing details including number of packages/cases&gross/net weight, value of goods and Purchase Order number & date, ETD & ETA of vessel at ports along with Insurance policy no., for arranging necessary insurance.

The Supplier shall ensure that in effecting despatch of Goods, 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 Supplier shall furnish the cost of materials against each equipment.

Purchaser's Insurance Agent & Insurance policy no.:

[The name and address of Insurance Agent and Insurance policy no. shall be mentioned in Tender Document/Purchase Order]

17. PACKING & SHIPPING INSTRUCTIONS AND TRANSPORTATION

17.1 Packing & Marking:

The Supplier shall dispatch the materials in worthy/Sea worthy/Air worthy packing conforming to the international norms of packing/ prescribed standards in force to withstand air/ocean/land journey and ensuring the safety of cargo en-route and also arrival of materials at ultimate destination in good condition. Hazardous/dangerous cargo ordered along with other material, against a particular supply order, the hazardous/dangerous cargo should be packed in a separate identifiable box to avoid payment of excess freight and delay in clearance. The consignment shall be comprehensively insured against all risks by the Supplier in case of contracts with transit insurance in Supplier's scope from Supplier's warehouse to ultimate consignee's ware-house basis and each case/packing shall have on its outer side the following marking in English in indelible ink:

- (i) Purchase Order No. and date
- (ii) Country of origin (Applicable for Foreign Suppliers)
- (iii) Name of Supplier
- (iv) Case number (running number upon total number of boxes).
- (v) Gross and net weight in Kilogram on each box.
- (vi) Dimension of packages
- (vii) Port of destination (Applicable for Foreign Suppliers)
- (viii) Consignee
- (ix) TOP/DON'T TURNOVER/HANDLE WITH CARE (as applicable)
- (x) The equipment which cannot be packed shall bear metal tags with above marking indicated thereon. Each box shall contain one copy of packing list and Material Safety Data Sheet (if applicable) in English.

In case of hazardous chemicals / materials the bidder will provide Material Safety Data Sheets along with quotation and also while dispatching the materials. The bidder will also provide special hazard identification symbols / markings on each packing of hazardous chemicals.

The Supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection. Packaged equipment or material showing damage, defects or shortages resulting from improper packaging material or packing procedures or having concealed damage or shortages, at the time of unpacking shall be to the Supplier's account.

17.2 **Shipping Instructions:**

The Supplier shall notify the Purchaser/Consultant & all concerned and also the port as well as ultimate consignee by e-mail the Bill of Lading/Airway Bill number and date, the name of ship/flight, ship manifest, the date of departure of the ship/flight, the port of loading and destination, brief description of materials, gross/net weight and total number of packages, quantity, value and Purchase Order number and date within 2 days from the departure of the ship or within 24 hours from the departure of the flight from the port of loading.

- 17.3 Copies of dispatch documents should reach Purchaser/Consultant well in advance failing which any demurrage/wharfage etc. incurred on account of late/ non-receipt of dispatch document/wrong dispatches of consignment will be recovered from Supplier. In case of documents through Bank, it may be noted that the documents will be retired only if the dispatches are made as per the terms of the Purchase Order.
- 17.4 Where the Supplier is required under the Contract to deliver the Goods on FOB/FCA basis, 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 Supplier and the cost thereof shall be included in the Purchase Order Value.
- 17.5 Where the Supplier is required under the Contract to deliver the Goods on CFR/CPT or CIF/CIP basis, transport of the Goods to the port of discharge or such other point in the



country of destination as specified in the Contract shall be arranged and paid for by the Supplier and the cost thereof shall be included in the Purchase Order Value.

- 17.6 Where the Supplier is required under the Contract to deliver the Goods on FOT destination point basis, transport of the Goods upto the destination point shall be specified in the Contract shall be arranged and paid by the Supplier and the cost thereof shall be included in the Purchase Order Value.
- 17.7 As per the Section 3 of the “Carriage by Road Act 2007”, no person can engage in the business of a common carrier unless granted a certificate of registration to do so and any transportation of goods through unregistered common carrier is illegal. Accordingly, Goods should be transported through registered common carriers only.

18. INCIDENTAL SERVICES

18.1 The Supplier 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 Supplier of any warranty/guarantee obligations under the Contract.

18.1.4 Training of the Purchaser’s personnel at the Supplier’s premise 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 Supplier for the preceding incidental Services, shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

18.3 When required, Supplier shall depute necessary personnel for supervision and/or erection of the Goods/Equipments at site for duration to be specified by Purchaser on mutually agreed terms. Supplier’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 If the cost of incidental Services is not shown separately in the Price Schedules /t Schedule of Rates, then the same shall be considered included in the quoted prices.

19. SPARE PARTS, MAINTENANCE TOOLS ETC.

19.1 Supplier may be required to provide any or all of the following materials and notification pertaining to Spare parts (including standby equipments, accessories, sub-assemblies/assemblies etc.)manufactured or sourced by the Supplier. Such Spares shall be

supplied directly by Supplier and the responsibility shall not be passed on to his dealers/distributors/stockists or Indian associates.

19.1.1 Such Spare parts as the Purchaser may opt to purchase from the Supplier, provided that his option shall not relieve the Supplier 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 such Spares, and
- ii) Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested.

19.2 Supplier shall supply item wise list with value of each item of Spare parts and maintenance tools requirements, along with full details of all manufacturers/ sub-supplier(s) for spares/maintenance tools sourced by Supplier.

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 & workmanship and also shall be completely interchangeable with the corresponding parts.

19.4 Type and sizes of FILTER ELEMENTS 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 above conditions, their Bid may be rejected.

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 Supplier pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by Purchaser/Consultant) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by Purchaser/Consultant) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfil in all respects all operating conditions, if any, specified in the Contract.

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior twelve(12) months from the date of the first commercial operation of the Goods/Equipments or twenty four (24) months from the date of last shipment whichever period shall first expire, and the Supplier is notified thereof, Supplier shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees. However, in no case, warranty of repaired/replaced part shall exceed 24 months from the date of commissioning of original equipment or 36 months from last supply, whichever is earlier. This period excludes repair/replacement/rectification period of defective goods.

Purchaser/Consultant may, at his option, remove such defective materials, at Supplier's expense in which event Supplier shall, without cost to Purchaser/Consultant and as promptly as possible, furnish and install proper materials.

In case defects are of such nature that Goods shall have to be taken to Supplier's works for rectification etc., Supplier shall take the Goods at his costs after giving necessary undertaking or security as may be required by Purchaser/Consultant. Purchaser/Consultant may, if so required by the Supplier, dispatch the Goods by quickest mode on "Freight-to-pay" basis to the Supplier's works. After repairs Supplier shall deliver the Goods at Site on freight pre-paid basis. All risks in transit to and fro and all expenses on account of to and fro freight, insurance, customs clearance, transportation and handling, port charges and customs duty etc. shall be borne by the Supplier.

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 (including guarantee period) and rectification is required at site, Purchaser/Consultant shall notify the Supplier giving full details of differences. The Supplier 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 Supplier fail to attend meeting at Site within the time specified above, Purchaser/Consultant shall immediately rectify the work/materials and Supplier shall reimburse Purchaser all costs and expenses incurred in connection with such trouble or defect.

20.2 Performance Guarantee of Equipment

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

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

21. TERMS OF PAYMENT

21.1 In case of supply, payment shall be released **within 15 days** after receipt and acceptance of goods and submission of relevant documents complete in all respects through e-banking unless otherwise specifically mentioned in the Special Conditions of Contract.

21.2 The type(s) of payment to be made to the Supplier under this Contract shall be as mentioned above unless otherwise specifically specified in the Special Conditions of Contract.

21.3 The Supplier'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.

21.4 Payment will be made in the currency or currencies in which the Contract Price has been stated in the Supplier's bid, as well as in other currencies in which the Supplier 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 alongwith exchange rates used in such calculations these exchange rates shall be maintained.

21.5 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 Lakhs 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.

21.6 Foreign Suppliers should ensure submission of Tax Residency Certificate(TRC), Form 10F or Permanent Establishment(PE) information within specified time.

General Notes:

- (i) All foreign currency payments to foreign bidder shall be released through Cash against Documents (CAD) through bank, If Supplier insists payment 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 acknowledgement of Letter/Fax of Acceptance/Purchase Order together with Contract Performance Security.

- (ii) For dispatches on FOT dispatch point (in India) basis involving payment through bank, the payment shall be through Purchaser's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.
- (iii) All bank charges incurred in connection with payments shall be to Supplier's account in case of Indian bidders and to respective accounts in case of Foreign bidder.
- (iv) Unless otherwise specifically stated in Bid Document, all payments shall be made in the currency quoted.
- (v) No interest charges for delay in payments, if any, shall be payable by Purchaser.
- (vi) 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 alongwith invoicing itself.
- (vii) 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 and after completion of its role & responsibility by such agent.
- (viii) Wherever buy-back is involved, 5% payment towards supply of new item shall be made only after uplifting the buy-back items.

22. **PRICES**

- 22.1 Prices charged by the Supplier 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 Supplier in his bid.

23. **SUBLETTING & ASSIGNMENT**

- 23.1 The Supplier 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 Supplier from any obligation, duty or responsibility under the Contract.
- 23.2 There is no obligation on part of Purchaser/Consultant to release any payment to Sub-Contractor.

24. TIME AS ESSENCE OF CONTRACT

24.1 The original or extended time 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 SUPPLIER'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 Supplier shall be liable without limitation for such hire charges plus overhead charges @ 15% thereupon; or
- ii) terminate /cancel the Contract in whole or in part without liability for termination/cancellation charges. In that event, Purchaser may procure from elsewhere goods which Purchaser's opinion would meet the same purpose as the Goods for which Contract is cancelled and Supplier 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.

25.2 Any inexcusable delay by the Supplier or his sub-contractor shall render the Supplier liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions:

- forfeiture of Contract Performance Security,
- imposition of price reduction for delay in delivery
- and ○ termination of the contract for default.

As per Performance Evaluation procedure (Appendix-II), the Supplier's non-performance or poor performance shall affect the future business relationship with IGGL and its PMCs.

26. PRICE REDUCTION SCHEDULE (PRS) FOR DELAYED DELIVERY

26.1 Subject to Clause-29, if the Supplier fails to deliver any or all of the Goods or performance of 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:

- A. For order including only supply of Goods/Equipment/Package



In case of delay in delivery of equipment/materials or delay in completion, PRS shall be applicable ½ % (half percent) of the order value per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the Total Contract Price/ Order Value.

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. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @1/2 % of the delayed delivery value maximum up to 5% of total Purchase Order Value.

Decision of the Purchaser in the matter of usage for commercial operation shall be final and binding.

Note: When installation and/or commissioning is in Supplier's scope, the above clause 'A' will not be applicable, in such cases clause 'B' below will be applicable.

- B. For order including both supply of Goods and Services (i.e. supervision, installation, erection, commissioning etc.)

For delay in supply:

The PRS shall be applicable @ ½ % (half percent) of price of respective goods/equipment / package (including spares etc. even if prices are indicated separately in the order but excluding value of Services) per week of delay or part thereof subject to maximum 5% (five percent) of Total Contract/ Order Value excluding value of Services.

For delay in Services (i.e. supervision, installation, erection, commissioning etc.):

The PRS shall be applicable @ ½ % (half percent) of Total Contract/ Order Value of respective equipment / package (including value of spares, Services etc. even if prices are indicated separately in the Contract) per week of delay or part thereof subject to maximum 5% (five percent)of Total Contract/ Order Value including value of Services.

In no case, total PRS shall exceed 5% (five percent)of Total Contract/ Order Value (Supply +Services).

However, if the completion of supply and services together are achieved within the overall completion period, no PRS shall be applicable.

For specific provision relating to supervision by Supplier (wherever applicable), refer SCC.

- 26.2 Both Supplier and Purchaser agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the Purchaser would have suffered on account of delay/breach on the part of the Supplier 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/EIC in the matter of applicability of price reduction shall be final and binding.
- 26.3 In case of delay in delivery on the part of Supplier, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.
- 26.4 In the event the invoice value is not reduced proportionately for the delay, the Purchaser may deduct the amount so payable by Supplier, from any amount falling due to the Supplier or by recovery against the Contract Performance Security.
- 26.5 In case of Annual Rate Contract (ARC), the PRS shall be applicable on the value of Release Order /Individual Order(s) and not on the entire value of ARC.
- 26.6 In case of FOT Site /dispatch point order, the value referred in PRS clause is the EXW value (i.e. excluding GST and Freight/Inland Transportation) for delay in supply. In case of Import, PRS shall be applicable on FOB amount (except EXW orders) for delay in supply.
- 26.7 PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, Supplier should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If Supplier has raised the invoice for full value, then Supplier shall issue Credit Note towards the applicable PRS amount with applicable taxes.
- In such cases if Supplier fails to submit the invoice with reduced value or does not issue credit note as mentioned above, IGGL will release the payment to Supplier after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material.”
- In case any financial implication arises on IGGL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of Supplier. IGGL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by IGGL in future to the Supplier under this contract or under any other contract.
27. **REJECTIONS, REMOVAL OF REJECTED EQUIPMENT & REPLACEMENT**
- 27.1 Preliminary inspection at Supplier's works by Inspector shall not prejudice Purchaser's/Consultant's claim for rejection of the Goods / Equipment on final inspection at Site or claims under warranty provisions.
- 27.2 If the Equipments are not of specification or fail to perform specified duties or are otherwise not satisfactory the Purchaser/Consultant shall be entitled to reject the



Equipment/Material or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at Supplier'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 Supplier of his obligations under the Contract.
- 27.4 Goods/Equipment rejected by the Purchaser/Consultant shall be removed by the Supplier at his cost within 14 days of notice after repaying the amounts received against the Supply. Failure or any delays of Supplier for removal of Goods/Equipment, the Purchaser shall also be entitled to recover handling and storage charges @5% of the estimated value of such Goods for each month or part of a month without relieving the Supplier from any other related liability. In the event of the Supplier's failure to remove the same within a period of 6 months or as decided by the Purchaser, the Purchaser may take action for removal through auction or sale on behalf of the Supplier and at his risk in all respects. The Supplier shall be liable to pay the Purchaser the handling & storage charges as mentioned above plus overhead charges @ 15% of sale value of such materials. The decision of Purchaser w.r.t. such removal and the amount of the proceeds shall be final and binding on the Supplier. 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 Supplier'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 Supplier, terminate the Contract in whole or in part:

- (i) If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract; or
- (ii) If the Supplier fails to perform any other obligation(s) under the Contract, and
- (iii) If the Supplier, in either of the above circumstances, does not cure his failure within a period of 30 days (or any such 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 clause no. 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 Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

28.1.3 In case of termination of Contract herein set forth (under clause 28) [except under conditions of Force Majeure (under clause 29)], the Purchaser is entitled to put Supplier on under Suspension and/or Holiday as per provisions of “Procedure for Action in Case of Corrupt/Fraudulent/Collusive/Coercive Practices (Appendix-I)” and “Procedure for Evaluation of Performance of Vendor/ Supplier/ Contractor/ Consultant” of Tender Document (Appendix-II)”.

28.2 Termination for Insolvency

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

28.3 Termination for Convenience including short-closure

28.3.1 The Purchaser may, by written notice/communication to the Supplier, may short-close/terminate the Contract, in whole or part, at any time for his convenience. The notice/communication to the Supplier shall specify that short-closure/termination is for the Purchaser’s convenience, the extent to which performance of work under the Contract is short-closed/terminated and the date upon which such short-closure/termination becomes effective.

28.3.2 The Goods that are complete and ready for shipment within 30 days after the Supplier’s receipt of notice/communication of termination/short-closure shall be purchased by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may opt:

- (i) to have any portion completed and delivered at the Contract terms and prices, and /or
- (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

28.4 Termination of Contract for Corrupt/Fraudulent/ Collusive/Coercive Practices and Non-Performance

If the Bidder/Supplier is found to have indulged in Corrupt/Fraudulent /Collusive/Coercive practices, the Contract shall be terminated and the Bidder/ Supplier shall be banned for future business with IGGL. The detailed procedure for banning including suspension in this regard is attached as Appendix-I to this GCC.

Due to non- performance of the Supplier leading to termination of the Contract, the Supplier shall be put on suspension list and also on holiday list of Purchaser for a period mentioned in the detailed procedure. The detailed procedure for evaluation of performance in this regard is attached as Appendix-II to this GCC.

29. FORCE MAJEURE

29.1 Force Majeure shall mean and be limited to the following:

- (i) Act of terrorism;

- (ii) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
- (iii) Ionizing, radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- (iv) Pandemic, Epidemics, earthquakes, flood, natural fire/wildfire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- (v) Freight embargo, strikes at national or state-wide level or industrial disputes (more than 7 consecutive days) at a national or state-wide level where supplier's Works is located.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than conditions mentioned above at sl. no. (i) to (v)) or commercial hardship shall not constitute a Force Majeure event.

The Supplier shall advise Purchaser/Consultant by a registered letter/courier duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within ten (10) days of the occurrence and cessation of such Force Majeure Conditions.

The extension of time for a period upto the period of delay attributable to the causes of Force Majeure shall be the sole remedy of the Supplier for any delay under this clause and the Supplier shall not be entitled in addition to or in lieu of such extension to claim any damages or compensation on any account whatsoever whether under the law governing contracts or any other law in force, and the Supplier hereby waives and disclaims any and all contrary rights.

In case force majeure conditions persists for period exceeding 02 (Two) Months, the Purchaser reserves the right to cancel the Purchase order or part of it.

Supplier 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 Supplier 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 Supplier without being subject to price reduction for delayed deliveries, as stated elsewhere.

Payment in case of termination due to Force Majeure

In case of termination of Order/contract due to Force Majeure, the Supplier will get payment of goods supplied and/ or services performed as at the date of the commencement of the relevant event of Force Majeure.

The Supplier has no entitlement and Purchaser has no liability for:

- (i) Any costs, losses, expenses, damages or the payment of any part of the Order/ Contract Price during an event of Force Majeure; and
- (ii) Any delay costs in any way incurred by the Supplier due to an event of Force Majeure.

30. DISPUTE RESOLUTION

MECHANISM 30.1 Conciliation

IGGL (India) Limited has framed the Conciliation Rules 2010 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 2010 as amended from time to time. A copy of the said rules have been made available on IGGL’s web site i.e. www.IGGLonline.com.

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 IGGL (India) Limited Conciliation Rules, 2010. 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.

30.2 Arbitration

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 30.2.6 and which cannot be resolved through Conciliation, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 30.2.1 below or Institutionalized Arbitration as provided at Clause 30.2.2 below, the remaining clauses from 30.2.3 to 30.2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

30.2.1 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 from the Panel of Arbitrators maintained by ‘Delhi International Arbitration Centre (DIAC) 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’.

OR

30.2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e. ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Supreme Court/High Court Judge to be

appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

30.2.3 The cost of arbitration proceedings shall be shared equally by the parties.

30.2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be Guwahati, India only.

30.2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Guwahati.

30.2.6 List of Excepted matters:

- (i) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
- (ii) Dispute(s)/issue(s) relating to indulgence of Supplier/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.
- (iii) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/IGGL has been made final and binding in terms of the Contract.

30.2.7 Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:-Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at Guwahati.

30.3 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 for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract.

30.4 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. 30.1 to 30.4 shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned elsewhere in tender document.

30.5 Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract and no payment due or payable to the Supplier shall be withheld on account of such proceedings.

30.6 Non-Applicability of Arbitration Clause in Case of Banning of Vendors/ Suppliers / Bidders 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" (Appendix-I), the Bidder/Supplier shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by IGGL (India) Ltd., 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.

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. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
- 31.2 The Supplier shall ensure that the language/terminology/description of Goods used in Purchase Order/Bill of Lading/Airway Bill/Invoice is verbatim in English and not at variance.

32. NOTICES

- 32.1 **TO THE SUPPLIER:** Any notice to be given to the Supplier may be served by the Purchaser/Consultant by facsimile / e-mail or through registered post/Courier at the address/contact information furnished by the Supplier. Proof of issue of any such notice could be conclusive of the Supplier having been duly informed of all contents therein.
- 32.2 **TO THE PURCHASER/CONSULTANT:** Any notice to be given to the Purchaser/Consultant under the terms of the Contract may be served by the Supplier, by facsimile / e-mail or delivering the same through registered post /Courier at the concerned site office.
- 32.3 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33. TAXES & DUTIES

- 33.1 A foreign Supplier 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 Supplier shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the Purchaser. However, GST on finished products shall be reimbursed by Purchaser.
- 33.3 Customs duty payable in India for imported Goods ordered by Purchaser on foreign Supplier shall be borne and paid by Purchaser.
- 33.4 Any income tax payable in respect of supervisory services rendered by foreign Supplier under the Contract shall be as per the Indian Income Tax Act and shall be borne by Supplier. It is upto the Bidder/Supplier to ascertain the amount of these taxes and to include them in his Bid price.

33.5 TDS

- 33.5.1 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.
- 33.5.2 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.
- 33.5.3 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 Rs. 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%

34. BOOKS & RECORDS

34.1 Supplier 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 Contract Performance Security. 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 Supplier 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 Supplier 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 Supplier's personnel to undertake any work at Site 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 Supplier'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 Supplier.

36.3 Recovery of sums due

All costs, damages or expenses which the Purchaser/Consultant may have paid, for which under the Contract Supplier 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 Supplier under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the sums due to the Supplier be not sufficient to recover the recoverable amount, the Supplier 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 Supplier or relieve the Supplier of his obligation for the due fulfillment of the Contract.

36.5 Cut-off Dates

No claims or correspondence on claims on this Contract shall be entertained by the Purchaser/Consultant after 90 days after expiry of the Contract Performance Security (from the date of final extension, if any)

36.6: Indemnity

The Supplier hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified the Purchaser/IGGL and all its employees, agents and assigns from and against all losses, penalties interests, costs etc., which may arise out of breach of any terms and conditions of this Contract by the Supplier and the employees' /personnel/sub-contractors/agents or any third party appointed by the Supplier for the purpose of implementation of their obligations under this Contract. The Supplier undertakes to compensate the Purchaser/IGGL forthwith on demand without protest any loss suffered by the Purchaser/IGGL together with direct/indirect expenses . This Indemnity shall remain valid and irrevocable for all claims of the Purchaser/IGGL arising from any such case or court case filed for which Purchaser/IGGL or its employees has been made party until now or here -in- after.

36.7 Paragraph heading

The paragraph heading in these conditions shall not affect the construction thereof.

36.8 Retired Purchaser's Director

No Director of IGGL is allowed to participate in tender for a period of 1 (one) year after his retirement from the employment of IGGL, without the prior permission of IGGL. The Contract if awarded is liable to be cancelled if the tenderer is found at any time to be such a person and has not obtained the permission of IGGL before submission of the tender. Any tender by a person aforesaid shall carry a disclosure thereof on the tender, and shall be accompanied by a copy of the document by which the requisite consent is given. Such disqualifications shall apply to every partner of a partnership firm.

The tenderer is required to state whether he is a relative of any Director of IGGL, or whether the tenderer is a partnership firm, whether a Director of IGGL or its relative is a partner in the firm, or whether the tenderer is a Company, whether a Director of IGGL or relative of such Director is a substantial member holding more than 10% (ten percent) of the paid up capital in the Company, or a Director of the Company. The definition of relative shall be as per The Companies Act, 2013 and its amendment(s).

37. IMPORT LICENSE

37.1 No import license is required for the imports covered under this Contract.

38. FALL CLAUSE

The following Fall Clause shall be applicable in the Contract, only if there is a specific mention of its applicability in ITB or SCC of Tender Document.

- 38.1 The price charged for the Goods supplied under the Contract 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 Goods 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 Contract.
- 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 Contract, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued the Purchase Order and the price payable under the Purchase 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:

- (i) Exports by the Supplier or
 - (ii) Sale of Goods as original equipment at prices lower than the prices charged for normal replacement
 - (iii) 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 Contract whichever is later, at a price lower than the price charged to the IGGL under this Purchase Order”.

Such a certificate shall be obtained, except for quantity of items/Goods/materials categories under sub-clause (i), (ii) & (iii) of sub-para 38.2 above, of which details shall be furnished by the Supplier.

39. **PUBLICITY & ADVERTISING**

- 39.1 Supplier 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 up to 50% of the original quantity 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 Supplier, excluding his liability towards infringement of patent, trade mark or industrial design rights under the contract or otherwise shall be limited to 100% of value of Purchase order, except that this clause shall not limit the liability of the Supplier for following:

- (i) In the event of breach of any Applicable Law;
- (ii) In the event of fraud, Willful Misconduct or illegal or unlawful acts, or gross Negligence of the Supplier or any person acting on behalf of the Supplier; or
- (iii) In the event of acts or omissions of the Supplier which are contrary to the most elementary rules of diligence which a conscientious Supplier would have followed in similar circumstances; or
- (iv) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- (v) For any damage to any third party, including death or injury of any third party caused by the Supplier or any person or firm acting on behalf of the Supplier in executing the Contract.

However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

42. **COMPLETION CERTIFICATE AND EXECUTION CERTIFICATE**

42.1 No Completion Certificate shall be issued against orders for supply of goods only. However, for these cases, a copy of Good Receipt (GR) duly signed by concerned Store-in-charge will be forwarded to the Supplier.

42.2 Completion Certificate, in case of Purchase Orders for supply of Goods along with associated/incidental Services (like erection, installation, commissioning etc.) should be issued after completion of supplies/services in accordance with Contract.

42.3 Completion of supplies, for issuance of completion certificate, shall be completion of supply and acceptance of Goods in all respect as per provisions of Contract.

42.4 **Application for Completion Certificate:** When the Supplier fulfills his obligation under the Contract he shall be eligible to apply for Completion Certificate. The Purchaser/Consultant shall normally issue to the Supplier the Completion Certificate within one month after receiving any application thereof from the Supplier after verifying from the completion documents and satisfying himself that the supplies have been made in accordance with and as set out in the Contract.

42.5 **Completion Certificate:** Within one month from receipt of application from Supplier after the completion of the Supplies in all respects as specified above at clause no. 42.4, the Supplier shall be furnished with a certificate by the Purchaser/Consultant such

completion. Purchaser's/Consultant's certification about completion of supplies in all aspects shall be binding and conclusive.

- 42.6 **Execution Certificate:** Execution Certificate during currency of Rate contract can be issued by Purchaser/Consultant against written request from Supplier.

43.0 PROVISIONS FOR BUY-BACK ITEMS:

The following provision for Buy-Back shall be applicable in the Contract, only if there is a specific mention of its applicability in ITB or SCC of Tender Document.

- 43.1 Old materials will be handed over to the Supplier in terms of the contract with proper documentation on "as is where is basis". The Supplier is required to take away such materials out of IGGL immediately after handing over to them.
- 43.2 The Supplier will not sell these materials to any Purchaser's employee without written permission of Purchaser/HR Department-Purchaser, to be obtained by the Purchaser employee(s). Even after such permission is obtained by employee(s), the Supplier is free to take decision whether to sell such item(s) to Purchaser employee(s) or not.
- 43.3 The Supplier will maintain a separate record for such sales to Purchaser employees and will make the same available as and when required by Purchaser.
- 43.4 The Supplier will accept payment only by Cheque/Demand Draft/e-banking (NEFT) for sale of old item(s) to IGGL employee(s).
- 43.5 The Supplier is required to take away the buy-back items out of IGGL premises at his cost within 14 days of notice. Failure or any delays of Supplier for removal of buy-back items, the Purchaser shall be entitled to recover handling and storage charges @5% of the buy-back value of such items for each month or part of a month without relieving the Supplier from any other related liability. In the event of the Supplier's failure to remove the same within a period of 6 months, the Purchaser will take action for removal through auction or sale on behalf of the Supplier and at his risk in all respects. The buy back amount deducted from payment and proceed of such action or sale will be adjusted towards handling, storage and overhead charges of IGGL. The decision of Purchaser w.r.t. such removal and the amount of the proceeds shall be final and binding on the Supplier. The Purchaser shall in no way be responsible for any deterioration or damage to the Equipment under any circumstances whatsoever. Further, such action shall be considered as poor-performance and action will be taken as per procedure in this regard.

44.0 CONFIDENTIALITY:

The Supplier, it's Sub-Contractor and their personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information related to work / Project, this Contract, or Purchaser's business or operations without the prior consent of the Purchaser.

45.0 INTELLECTUAL PROPERTY RIGHT:

The Supplier shall retain the copy right and other intellectual property rights in the Supplier's document and other design documents made by (or on behalf of) the Supplier.

Subject to the confidentiality obligations, by signing the Contract, within the value of Contract, the Supplier shall be deemed to give to the Purchaser a non-terminable, transferable, non-exclusive and royalty-free right to copy, use and communicate the Supplier's documents for the operation, maintenance, repair of the Goods/Work / Plant, training and Statutory purposes, but not for any other purpose. Such documents of the Supplier shall not be used, copied or communicated to a third party by or on behalf of the Purchaser for the purposes other than those permitted, without the Supplier's Consent.

46.0 ACTION IN CASE OF CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES AND POOR PERFORMANCE:

The procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices containing provisions for putting a Bidder/Supplier on suspension and/or banning list (as the case may be) if such an agency has indulged in Corrupt/ Fraudulent/ Collusive/ Coercive Practices. The Procedure is also enclosed as Appendix-I to this GCC.

Further, Bidder/Supplier accepts and solemnly affirms that they would adhere to the Fraud Prevention Policy of IGGL and shall not indulge themselves or allow others (working in IGGL) to indulge in fraudulent activities and that they would immediately apprise the Owner/IGGL/Employer / Organization(s) of the fraud/ suspected fraud as soon as it comes to their notice. Concealment of facts regarding Bidder/Supplier's 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. The Fraud Prevention Policy document is available on IGGL's website (www.IGGLonline.com).

47.0 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 Appendix II to this GCC.

APPENDIX-I

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

A Definitions:

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

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

A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of Contract/ Purchase 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 Purchaser/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/Service Provider” is herein after referred in this Appendix as “Agency”

A.6 ”Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency(ies) and Banning of business dealings with Agency(ies) and shall be the “Director” concerned.

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

- (a) Whether the management is common;
- (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.



- (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

A.9 “Investigating Agency” shall mean any department or unit of IGGL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the IGGL, 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 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, action shall be initiated for putting the agency on banning list.

After conclusion of process and issuance of Speaking order for putting party on banning list, 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. Further such order/ contract will be closed following the due procedure in this regard.

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.

Suspension of order/ contract:

Further, only in the following situations, the concerned order (s)/ contract(s) (where Corrupt/Fraudulent/ Collusive/ Coercive Practices are observed) and payment shall be suspended after issuance of Suspension cum Show Cause Notice:

- (i) Head of Corporate Vigilance Department/CVO based on the investigation by them, recommend for specific immediate action against the agency.



- (ii) Head of Corporate Vigilance Department/CVO based on the input from investigating agency, forward for specific immediate action against the agency.

Suspension cum Show Cause Notice being issued in above cases after approval of the competent authority (as per provisions mentioned under Clause no. D) shall also include the provision for suspension of Order (s)/ Contract (s) and payment. Accordingly, after issuance of Suspension cum Show Cause Notice, the formal communication for suspension of Order (s)/ Contract (s) and payment with immediate effect will be issued by the concerned person of IGGL.

During suspension, Contractor/ Service Providers will be allowed to visit the plant/ site for upkeep of their items/ equipment, IGGL's issued materials (in case custody of same is not taken over), demobilizing the site on confirmation of EIC, etc.

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

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

Further, the CPS submitted by agency against such order (s)/ Contract (s) shall be forfeited.

(iii) After expiry of DLP/ Warranty/Guarantee Period

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

B.2.2 Period of Banning

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

Sl. No.	Description	Period of banning from the date of issuance of Banning Order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday in IGGL/PSU's PMC or banned by	02 years



	PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	
2	Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices	03 years
2.1	If an agency again commits Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning: (i) Repeated once (vi) 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 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 sametender/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) Corporate Vigilance Department, IGGL based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department, 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 and also to Corporate Vigilance Department. 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 sametender/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 Bidder confirms/undertakes that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of IGGL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

- F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. 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', 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' (Appendix I) shall prevail.

APPENDIX-II**PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS****1.0 GENERAL**

A system for evaluation of Vendors/Suppliers/Contractors/ Consultants(*referred elsewhere as "Seller*) and their performance is a key process and important to support an effective purchasing & contracting function of an organization.

Performance of all participating Seller need to be closely monitored to ensure timely receipt of supplies, completion of an assignment or complete execution of order by Seller 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 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 (PRDS)**

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 Seller would be computed and graded accordingly. The measurement of the performance

of the Seller 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 Seller. Response of Seller would be considered before deciding further course of action.

iv) Implementation of Corrective Measures:

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

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

4.0 **EXCLUSIONS:**

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

- i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.
- ii) Orders for Misc./Administrative items/ Non stock Non valued items (PO with material code ending with 9).

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 Seller 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 of Purchaser shall prepare a PRDS (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 Seller shall be examined. In case of satisfactory reply, PRDS 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

(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 subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

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

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

(C) Where Performance rating is “FAIR”:

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

5.2 FOR CONSULTANCY JOBS

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

5.3 FOR OPERATION & MAINTENANCE

i) Evaluation of performance of Seller in case of Operation and Maintenance shall be done immediately after execution of order/ Contract.



- ii) After execution of orders a PRDS (Format at Annexure-2) shall be prepared for Purchaser Orders by Site C&P and for 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 Seller shall be examined. In case of satisfactory reply, PRDS 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):
 - (b) **First such instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Three (3) Years.**
 - (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**
- 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 subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.
- b. **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.
- c. **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.**
- (C) **Where Performance rating is “FAIR”:**
Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

6.0 **REVIEW & RESTORATION OF SELLER 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 Seller is put on holiday due to quality, and new order is placed on bidder after restoration of Seller, such order will be properly monitored during execution stage by the concerned site.

7.0 EFFECT OF HOLIDAY

- 7.1 If a Seller is put on Holiday, such Seller shall not be considered in ongoing tenders/future tenders.
- 7.2 However, if such Seller 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/CPS 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 (unpriced bid), the bid submitted by the Seller shall be ignored.
- 7.3.2 after opening Technical Bid but before opening the Price Bid, the Price Bid of the Seller shall not be opened and BG/EMD submitted by the Seller shall be returned to the party.
- 7.3.3 after opening of price, BG/EMD made by the Seller shall be returned; the offer of the Seller shall be ignored & will not be further evaluated. If errant Bidder/Seller emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- 8.0 While putting the Seller on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Seller shall not be considered for putting on holiday list.

Any Bidder/Seller, 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 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 receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

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 if 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 IGGL that a 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 as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants enclosed with the tender document.



IGGL (India) Limited
PERFORMANCE RATING DATA SHEET
(FOR PROJECTS/ CONSULTANCY JOBS)

Annexure-1

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure:	40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases 10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature 0 marks - Moderate nature 5 marks - low severe nature 10-25 marks
iii) Number of deviations	1. No deviation 5 marks 2. No. of deviations ≤ 2 2 marks 3. No. of deviations > 2 0 marks

1.3 RELIABILITY PERFORMANCE
20 Marks

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



IGGL (India) Limited
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

APPENDIX-III

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

To, M/s IGGL (India) Limited _____	Bank Guarantee No.	
	Date of BG	
	BG Valid up to (expiry date)	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "Contractor/Supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____ dated _____ for IGGL (India) Limited having registered office at 5th Floor, Central Mall, GS Rd, Christian Basti, Guwahati, Assam 781005 (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.[or currency of Contract] _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify IGGL (India) 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 IGGL (INDIA) LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse or reference to the contractor to IGGL in such manner and at time, 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 or dissolution or changes of constitution or insolvency of the said supplier/contractor or any change in the legal constitution of the Bank or of IGGL 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.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.
10. Notwithstanding anything contained herein:
 - a) The Bank's liability under this Guarantee shall not exceed(currency in figures)
... (currency in words only)



b) This Guarantee shall remain in force upto _____ (this date should be expiry date of defect liability period / guarantee 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 03 months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of IGGL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Yours faithfully,

Bank by its Constituted Attorney

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



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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence.
5. In case claim period is not mentioned or same date is mentioned against validity and claim period, then the date of validity of BG shall be considered as three months prior to such date.
6. Supplier shall submit attached cover letter (Annexure) while submitting Contract Performance Security

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" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">NAME</td> <td style="width: 70%;"></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" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">PERFORMANCE BANK GUARANTEE</td> <td style="width: 25%;">SECURITY DEPOSIT</td> <td style="width: 25%;">EMD</td> <td style="width: 25%;">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. :					

SECTION – VI
SPECIAL CONDITION OF CONTRACTS
(SCC)
&
ANNEXURES to SCC

**SPECIAL CONDITIONS OF CONTRACT –
GOODS
(SCC- GOODS)**

1. DEFINITIONS

In addition to meaning ascribed to certain initial capitalised terms in Section V "GCC - Goods", following initial capitalised terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in Section III "GCC-Goods", the meaning ascribed to such term hereunder shall prevail:

1.1 Definitions

1.1.1 Bid Documents shall mean documents issued to the Bidder pursuant to document listed in ITB.

1.1.2 Effective Date shall mean the date on which Sellers obligations will commence and that will be the date of Fax of Acceptance (FOA).

1.1.3 Warehouse / Dump Yard / Dump site / Storage Yards shall mean a placed hired / owned by Contractor at Employer / Consultant specified location for the purpose of storing the Coated Pipes and delivering the coated pipes to Laying Contractor.

1.2 Interpretations

1.2.1 Where any portion of the GCC - Goods is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears, the provisions of the SCC-Goods shall be deemed to govern the provisions of the GCC - Goods and SCC-Goods provisions shall prevail to the extent of such repugnancy, or variations exist.

1.2.2 In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

1.3 Notwithstanding the sub-division of the Contract Documents into separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Agreement so far as it may be practicable to do so.

1.4 All headings, subtitles and marginal notes to the clauses of the GCC - Goods, SCC or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.

1.5 The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalised term.

1.6 Except the obligation of payment to Seller, Consultant may discharge all other Purchasers obligations. In Bid Documents, at all such places where obligations are confined to Purchaser alone such provision to read as Purchaser/ Consultants obligation *to* the extent the context so means/ requires.

1.7 **Clause related to new pipe mill: Deleted**

1.8 **Clause related to steel source:**

To ensure the timely execution of the contract, order/s for supply of steel plate/coil/Billets etc. needs to be placed in time. Successful vendor will ensure placement of order for procurement of steel plate/coil/etc. within the 45 days from the date of notification of award and will submit a copy of order/LC copy in support of the same. Failure in submitting the documents within the stipulated period shall be treated as non-fulfillment of contractual obligations and the same shall be dealt as per provisions of tender in this regard.

1.9 In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- i) Contract Agreement
- ii) Detailed Letter of Acceptance along with Statement of Agreed Variations.
- iii) Fax / Letter of Intent / Fax of Acceptance.
- iv) Schedule of Rates as enclosures to Letter of Acceptance.
- v) Job / Particular Specifications.
- vi) Drawings
- vii) Technical / Material Specifications.
- viii) Special Conditions of Contract.
- ix) Instruction to Bidders
- x) General Conditions of Contract.
- xi) Indian Standards
- xii) Other applicable Standards

2. SCOPE OF SUPPLY / WORK

The scope of supply shall be as given at Material Requisition (Vol. II) and Price Schedule enclosed with this tenderenquiry.

3. PACKING, MARKING AND SHIPMENT

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

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

4.0 DELIVERY SCHEDULE

4.1 All Goods under the scope of the seller shall be shipped as per tender documents.

4.1.1 **Void**

4.1.2 **Bare / Coated Pipe Line Pipe- Indian Bidder**

4.1.2.1 The lot wise delivery Schedule for each item shall be as per **Section II of Commercial Tender**. *In case bidder submits bid for part quantities or get award for part quantity of item, the item-wise per lot delivery schedule shall be proportional to quoted/ awarded quantities per dumpsite.*

4.1.2.2 Delivery of Bare / Coated Line Pipes shall be on the basis of receipt and acceptance by IGGL /VCS of Bare / Coated Line Pipes at Ex-Warehouse Location specified in the MR. The date of handing over and receipt of Bare / Coated Line Pipes by Pipe Laying Contractor shall be considered as the date of delivery for release of balance payment as per payment terms in SCC.

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

4.3 Lot quantity wise Price Reduction Schedule (PRS) shall be applicable as per clause 17 of SCC Goods

4.4 Delivery period as detailed in IFB, shall be the essence of Agreement and no variation shall be permitted.

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

5 DESPATCH INSTRUCTIONS

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

6. INDEPENDENT SELLER

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

7. LIEN

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

8. RECOVERY OF GST

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

9. RECOVERY ON FAILURE OF PIPE UNDER FIELD HYDRO TEST

Price reduction schedule on failure of pipe under field hydro-test and/ or during guarantee/ warranty period and/ or defect liability period as applicable shall be as follows (for pipe supplier):-

- 9.1.1 Pursuant to General Conditions of Contract as per Volume-I and clause 14 (new) of the Technical Specification owner shall be reimbursed by the successful bidders for any pipe supplied against this order that fails under field hydrostatic test and/ or during guarantee/ warranty period and/ or defect liability period as applicable, if such failure is caused by a defect in pipes which is outside the acceptance limits of the specifications. The reimbursement cost will be the landed cost of the defective pipes including all cost incurred upto delivery thereof at site and shall also include but not limited to cost of all duties, freight, insurance, labour, material, charges for cutting, removing, re-coating, replacement and relaying of defective pipeline including cost of incidental activities as well as losses suffered by IGGL. The recovery cost shall be calculated at actual but will be subject to the minimum values given below. Recovery shall be applied on the actual or minimum pre-determined rate, whichever is higher. The minimum pre-determined rate shall not need any justifications. The minimum pre-determined reimbursement cost of each pipe shall be as under:-

- i) For 30" & above**
Rs. 25,00,000/- (Rs. Twenty Five Lacs only) for bidder quoting in Indian Rupees.
- ii) For 18" to 28"**
Rs. 20,00,000/- (Rs. Twenty lacs only) for bidder quoting in Indian Rupees.
- iii) For 10" to 16"**
Rs.16,00,000/- (Rs. Sixteen Lacs only) for bidder quoting in Indian Rupees.
- iv) For 8" and below**
Rs.12,80,000/- (Rs. Twelve Lacs Eighty Thousand only) for bidder quoting in Indian Rupees.

The above cost shall be for each pipe, payable by the vendor to the Owner on demand without necessity of any proof of replacement/ reimbursement cost. Further, in case, the amount payable by the vendor to IGGL become more than what can be adjusted through price reduction, IGGL may recover at its discretion through deduction from any payment due or becomes due to the contractor or by en-cashing the Bank Guarantee(s) furnished by contractor, the unrecovered part of such payment will be paid by the contractor to IGGL within 15 days of date of notification by IGGL to him.

In the event of conflict between the stipulations of this article and anything contained in the Technical Specification (Material Requisition), the stipulations of this article shall govern.

Necessary tests to establish cause of failure of pipes shall be carried out at Welding Research Institute, Trichi, India and shall be binding on the both IGGL and the pipe supplier.

10. REJECTION

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

11. LIMITATION OF LIABILITY

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

12. INSURANCE

- 12.1 Supplier shall, at his own expense arrange, secure and maintain insurance as may be necessary with reputable insurance companies to the satisfaction of the

Employer. Bidder's failure in this regard shall not relieve him of any of this responsibilities and obligations under Contract. The Contractor will insure the Goods for its full replacement value till the coated pipes are handed over to erection contractor.

- 12.2 Employer will be co-insured in the Policy.
- 12.3 Any damage or loss or short receipt noted by the Employer on receipt of material at Warehouse or at the time of taking delivery at Warehouse, as the case may be, the Employer might immediately inform the Contractor through e-mail/ fax/ letter. The documentary evidence shall be forwarded to Contractor in due course.
- 12.4 The Contractor shall take immediate step to lodge claims with its insurer and arrange to make good or immediate replacement of damaged/ lost/ short receipt material without waiting for insurance claim settlement.
- 12.5 In case the damage is repairable and carried out by the Employer to save time, the Contractor will reimburse the cost of repair, immediately on demand.

13. GOVERNING LAW

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

14. Void

15. EMPLOYER'S RIGHT AND REMEDIES

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

16. GUARANTEE

In partial modification to GCC-Goods Clause 20.0, Guarantee shall be twenty four (24) months starting from the date of receipt of last bare / coated pipe at warehouse.

17. PRICE REDUCTION SCHEDULE (PRS)

- 17.1 In partial modification of provisions of GCC-Goods 26.0 and pursuant to clause 4 of SCC, in case of delay in delivery of any specified item wise per lot quantity of line pipes as given in delivery schedule for respective item as specified in Clause 4 of SCC, the contract price shall be reduced by ½% (half percent) of the total price of undelivered quantity of line pipe covered in per lot quantity for which delivery is delayed, per week or part thereof of delay subject to a maximum of 5% (five percent) of total Contract Price.
- 17.2 Lot wise quantity specified in delivery schedule shall be considered separately

for applying PRS in case of delay as described above. The total amount of PRS shall be limited to 5% of the total contract price.

- 17.3 The value referred in PRS clause is excluding taxes and duties reimbursable by IGGL.

The value on which PRS clause is applicable is as follows

Total Order Value excluding taxes and duties, GST shall be considered for PRS

18. TERMS AND MODE OF PAYMENT

- 18.1 The terms and mode of payment shall be as per Annexure-II to SCC-Goods.

19. REPEAT ORDER

- 19.1 In partial modification to GCC clause no. 40, Repeat Order shall be applicable upto 20% of the ordered quantity within contractual delivery period or 03 (three) months from the date of Fax of acceptance, whichever is earlier.

The contractual delivery date of repeat order quantity shall also remain same as given in the original purchase order & no extension will be given in lieu of repeat order quantity.

The repeat order quantity shall be divided proportionally in month wise lots schedule given in the tender.

20. ORIGIN OF GOODS

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

21. FALL CLAUSE

In partial modification to GCC clause no. 38.0, Fall Clause is not applicable for this package.

22. QUALITY ASSURANCE/QUALITY CONTROL

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

- 22.2 The Contractor shall establish document and maintain an effective quality assurance system outlined in recognized codes.

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

23. CERTIFICATION

The vendor shall be completely responsible for the design, materials, fabrication, coating, testing, inspection, preparation for shipment, loading of the above item strictly in accordance with the Material Requisition and all attachments thereto. All items shall be provided with EN 10204, 3.2 Certification. The steel plate/coil required for pipe manufacturing shall also be certified as per EN 10204, 3.2 Certification.

24. THIRD PARTY INSPECTION AGENCIES

Vendor shall appoint anyone of the following TPIA for inspection purpose. Vendor has to proposed minimum 4 names of below listed agencies to be approved by IGGL / VCS.

- 1) Det Norske Veritas (DNV)
- 2) Germanischer Lloyd
- 3) Bureau Veritas
- 4) Moody International
- 5) SGS
- 6) Certification Engineer International Ltd (CEIL)
- 7) Technische Ulierwachungs Verein (TUV)
- 8) American Bureau Services (ABS)
- 9) AB-Vincotee
- 10) Lloyd Register of Industrial Services
- 11) Meenar Global

Apart from inspection by TPIA, Inspection shall also be performed by IGGL and or its authorised representative / VCS, as set out and specified in the codes and particular documents forming this MR

25. All post-order correspondence shall be addressed to:

- a) Project Manager
M/s VCS QUALITY SERVICES PVT. LTD.
Unit no. 1116 - 1121, Tower 4, Assotech Business Cresterra, Plot No. 22,
Sector-135, Expressway Noida-201301.
- b) Chief Project Manager,
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

26. Deployment of Trailer by Owner / Consultant

In case coated & bare pipe supplier fails to transport pipes as per the Contractual

Delivery Schedule on pro-rata basis, then in such case, Owner / Consultant reserves the right to arrange transportation of pipes at the risk and cost of the coated & bare pipe supplier.

Accordingly, transportation charges along with administrative expenses @ 10% on the transportation charges incurred by owner/consultant shall be recovered from the coated & bare pipe supplier.

Further, coated & bare pipe Supplier shall be obliged to meet all contractual obligations like loading, unloading, transit insurance, repair of transit damages, Price Reduction Schedule (PRS) etc, as these would have been applicable otherwise.

In no circumstance, coated & bare pipe supplier, shall get relieved from the responsibility / obligation of the contract.

27. PAYING AUTHORITY:

Shall be intimated to the successful bidders.

28. Bill to /Consignee Address:

“Consignee /Bill to address (Respective States) is as follows:

Shall be intimated to the successful bidders.

29. IGGL GSTIN

Shall be intimated to the successful bidders.

30. E-Way Bill

The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by Supplier, 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.

Annexure-I to SCC

LOT-WISE DELIVERY SCHEDULE

For details refer Section II of Commercial Vol I of II of Tender Document.

NOTE:

- 1.** IGGL/VCS has the right to revise the priority of pipe required lot wise on particular dumpsite due to site exigency & same will be Intimated to the manufacturer in advance prior to dispatch. However, item wise & dumpsite wise total allocated quantity shall remain Unchanged as mentioned and over all quantity asked for all dumpsites in particular weeks (lot wise) also remain same.
- 2.** Further, at the end of the delivery, item wise & dumpsite wise total allocated quantity may also vary +/- one (1) length due to pipe length. However total quantity of each items remain unchanged as per Scope of supply and terms & conditions of the contract.

Annexure-II to SCC

**PAYMENT TERMS AND MODE OF
PAYMENT**

1. TERMS OF PAYMENT

1.1. Supply of Coated Line Pipes

1.1.1 Indian Bidder

1.1.1.1 90% of Invoice value will be paid progressively against receipt of coated pipes at warehouse/storage yard/dumpsite by Purchaser/ Consultant after adjustment against monthly PRS and against submission of invoice in triplicate as per GST Act along with:

- i) Final Inspection release note by Third Party Inspection Agency.
- ii) Final Dispatch Clearance Note by Purchaser/Consultant.
- iii) VCS/ IGGL certified documents in support of receipt of coated pipes at warehouse.
- iv) Packing List
- v) Indemnity bond for the total price of delivered items as per format provided in bidding document.
- vi) Documents as specified in Technical Requisition / Material requisition
- vii) Confirmation on Adequacy of Insurance Coverage as per clause no. 12 of SCC-Goods duly certified from PMC

1.1.1.2 The Supplier shall raise invoices on fortnightly basis after adjustment against PRS.

1.1.1.3 The payments to the Supplier will be released within a period of 15 days from the date of receipt of the complete invoice duly certified by Purchaser/Consultant as per the terms and conditions of the Contract.

1.1.1.4 Balance 10% amount of the invoice value shall be paid progressively within 30 days after handing over of coated pipes to the laying contractor/owner managed dumpsite and receipt of final technical document (if any) as specified in the PR.

However, in case pipes could not be lifted even 6 months beyond CDD / from last pipe delivered at dumpsite (whichever is later), 10% payment may be released to Line pipe supplier against submission of equivalent amount of BG (as per Form F-23) with a validity of minimum 6 months which can be further extended upto handing over of last pipe to the laying contractor / IGGL's designated store / IGGL authorized agencies.

Maintenance of Warehouse/ Dumpsites (After free period)

- I. After expiry of the free period of 6 Month from date of receipt of last pipe or the contractual delivery date, whichever is later, Pipe Manufacturer will be entitled for payment of Rs.10,500/-(exclusive of GST) per day for storage and preservation of coated line pipes at warehouse for 18 months (12 months paid period + 6 months extended paid period) which shall be payable on monthly basis. GST shall be payable extra at actual against invoice. Statutory variation on account of GST shall be payable as per tender document.
- II. 100% payment will be released against monthly invoice.

1.2. Supply of Bare Line Pipes

1.2.1 Indian Bidder

1.2.1.1 90% of Invoice value will be paid progressively against acceptance of bare pipes and stacking at Line Pipe Manufacturer's plant/warehouse by Purchaser/ Consultant after adjustment against monthly PRS and against submission of invoice in triplicate as per GST Act against monthly PRS and against submission of invoice in triplicate as per GST Act along with:

- i) Final Inspection release note by Third Party Inspection Agency.
- ii) Final Dispatch Clearance Note by Purchaser/Consultant.
- iii) VCS/ IGGL certified documents in support of acceptance of bare pipes and stacking at Line Pipe Manufacturer's plant/warehouse.
- iv) Indemnity bond for the total price of stacked items as per format provided in bidding document.
- v) Documents as specified in Technical Requisition / Material requisition
- vi) Confirmation on Adequacy of Insurance Coverage as per clause no. 12 of SCC-Goods duly certified from PMC

1.2.1.2 The Supplier shall raise invoices on fortnightly basis after adjustment against PRS. For calculation of PRS for Bare Pipes, the delivery date shall be considered as the date of Final Inspection release note by Third Party Inspection Agency or Final Dispatch Clearance Note by Purchaser/Consultant (whichever is earlier).

1.2.1.3 The payments to the Supplier will be released within a period of 15 days from the date of receipt of the complete invoice duly certified by Purchaser/Consultant as per the terms and conditions of the Contract.

1.2.1.4 Balance 10% amount of the invoice value shall be paid progressively within 30 days after handing over of bare pipes to the laying contractor/ Owner managed dumpsites and receipt of final technical document (if any) as specified in the PR.

However, in case pipes could not be lifted even 6 months beyond CDD / from last pipe stacked at manufacturer's plant (whichever is later), 10% payment may be released to Line pipe supplier against submission of equivalent amount of BG (as per Form F-23) with a validity of minimum 6 months which can be further extended upto handing over of last pipe to the laying contractor / IGGL's designated store / IGGL authorized agencies.

2. The Invoice shall be made after adjusting the following:

2.1 PRS pursuant to GCC – Goods clause 26.0, if applicable.

2.2 Indian agents commissioning, if applicable.

3. Mode of Payment

3.0 Indian Bidders: Payment will be released through E-payment as detailed in ITB.

4. The INVOICE shall be raised in favour of OIC, IGGL (work centre) to be informed at the time of placement of order.

5. Deduction at Source

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

- 6. The payment of bill or invoice of the supplier shall be disbursed in line with Lot Wise Delivery Schedule of Line pipe (as specified in Section II of Commercial Volume).

Notes: All invoices shall be raised in line with GST Act / Rules in vogue.

SECTION – VII
PRICE SCHEDULE

Attached Separately

[(Bid Sheets (Price Schedule (Price Bid)/ Price Schedule (Unpriced Bid)) must be downloaded only from www.tenderwizard.com/VCS for bid submission on the e- portal.)]