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HIRING OF SERVICES FOR PROVIDING PROFESSIONAL MANPOWER FOR SUPERVISION OF PIPELINE CONSTRUCTION ACTIVITIES IN PHASE-III OF NEGG PIPELINE PROJECT

TENDER NO.: IGGL/GHY/C&P/PROJ/PMP/08-22
(E –TENDER NO: IGGL-100038)

DOMESTIC COMPETETIVE BIDDING THROUGH OPEN E-TENDERING

Issued by
INDRADHANUSH GAS GRID LIMITED (IGGL)
(A Public Limited Company)
5th Floor, Central Mall, G S Road, Christian Basti, Guwahati

ATTENTION

THIS IS AN ELECTRONIC TENDER

For Participation in this tender please visit the web site: Govt. CPP Portal - https://etenders.gov.in.

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SECTION-I

INVITATION FOR BID (IFB)

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SECTION-I

"INVITATION FOR BID (IFB)"

Ref No: IGGL/GHY/C&P/PROJ/PMP/08-22 **Date: 10.08.2022**

To,

SUB: HIRING OF SERVICES FOR PROVIDING PROFESSIONAL MANPOWER FOR SUPERVISION OF PIPELINE CONSTRUCTION ACTIVITIES IN PHASE-III OF NEGG PIPELINE PROJECT

Dear Sir/Madam,

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

2.0 The brief details of the tender are as under:

(A)	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	**HIRING OF SERVICES FOR PROVIDING PROFESSIONAL MANPOWER FOR SUPERVISION OF PIPELINE CONSTRUCTION ACTIVITIES IN PHASE-III OF NEGG PIPELINE PROJECT**
(B)	TENDER NO. & DATE	**IGGL/GHY/C&P/PROJ/PMP/08-22** **(E-Tender No. IGGL-100038)**
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM: ☐ TWO BID SYSTEM: √
(D)	TYPE OF TENDER	E-TENDER: √ MANUAL: ☐ ***E-TENDER NO: IGGL-100038***
(E)	COMPLETION/CONTRACT PERIOD	Twenty-four (24) months from the date of issuance of FOA/LOA or from the date specified in the FOA/LOA

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(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE: √ NOT APPLICABLE: **Amount: INR 15 Lacs** (Refer clause no.16 of ITB)
(F1)	DECLARATION FOR BID SECURITY	MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From: 10.08.2022 to 31.08.2022 upto 14:00 Hrs, (IST) on following websites: IGGL Website – https://iggl.co.in/ Govt. CPP Portal - https://etenders.gov.in
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Not Applicable
(I)	DUE DATE & TIME OF BID-SUBMISSION	Date : 31.08.2022 Time : 14:00 HRS.
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 01.09.2022 Time : 14:00 HRS
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	1) Name: Mr. Apurba Kr. Choudhury, Designation: Deputy General Manager (C&P), I/C Phone No.: 9531101227/8 (Extension 121) E-mail: apurba.k.choudhury@iggl.co.in 2) Name: Mr. Udayan Das, Designation: Deputy General Manager (C&P) Phone No.: 9531101227/8 (Extension 111) E-mail: udayan.das@iggl.co.in 3) Name: Mr. Santanu Bhattacharyya, Designation: Senior Manager (C&P) Phone No.: 9531101227/8 (Extension 113) E-mail: santanu.bhattacharyya@iggl.co.in
(L)	DEALING IGGL'S OFFICE ADDRESS	INDRADHANUSH GAS GRID LIMITED 5th Floor, Central Mall, G.S. ROAD, Christian Basti, Guwahati, Assam - 781005

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

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3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.

4.0 In case of E-Tender, bid must be submitted only on https://etenders.gov.in. Further, the following documents in addition to uploading the bid on e-tender portal shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bidding Data Sheet(BDS):

(i) EMD/Bid Security /Declaration for Bid Security (as applicable)
(ii) Power of Attorney

5.0 In case of Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.

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

7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.

8.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB.
The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.

9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above-mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated. In case of manual tendering, Clarification(s)/Corrigendum(s), if any, shall be sent to the prospective bidder(s) by email/post.

10.0 All the bidders including those who are not willing to submit their bid are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.

11.0 System generated Request for Quotation (RFQ), if any, shall also form an integral part of the Tender Document.

12.0 IGGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of
Indradhanush Gas Grid Limited

(Authorized Signatory)
Name : Apurba Kr. Choudhury
Designation : DGM(C&P), I/C
E-mail ID : apurba.k.choudhury@iggl.co.in
Contact No. : 9531101227/8 (Extension: 121)

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DO NOT OPEN - THIS IS A QUOTATION

Bid Document No.: IGGL/GHY/C&P/PROJ/PMP/08-22(E-TENDER NO. IGGL-100038)

Description : **HIRING OF SERVICES FOR PROVIDING PROFESSIONAL MANPOWER FOR SUPERVISION OF PIPELINE CONSTRUCTION ACTIVITIES IN PHASE-III OF NEGG PIPELINE PROJECT**

Due Date & Time : **31.08.2022 at 14:00 hrs.**

From: **To:**

.....	**DGM (C&P), I/C**
.....	**IGGL, 5th Floor, Central Mall, Guwahati-781005**
	PHONE: :9531101227/8 (Extension: 121)

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

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SECTION-II

BID EVALUATION CRITERIA (BEC) & BID EVALUATION METHODOLOGY

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SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

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

1.0 BID EVALUATION CRITERIA (BEC):

1.1 BEC (TECHNICAL)

1.1.1 The bidder should have past experience of having successfully executed/ completed one similar work* during last 7 (seven) years to be reckoned from the due date of submission of bid, as below:

- Single work order value of similar work costing not less than **Rs. 4.17 Crores**

  Similar work*: "*Deployment of professional manpower, viz. Graduate Engineers and Diploma Engineers, Graduates in any discipline, to Govt. or in any company in Public/Private sector Organization in India for a period of minimum one year*"

1.1.2 The bidder should have valid PF and ESIC registration certificate issued by Employees Provident Fund Organization (EPFO) and the Employees State Insurance Corporation (ESIC) respectively, prior to the due date of bid submission.

1.1.3 Bidders, presently executing any ongoing order of IGGL or having executed any past order of IGGL, has to produce 'certificate of satisfaction' duly certified by the concerned EIC of the contract. IGGL reserves the right to reject any bid, if the performance certificate is not provided or performance not found satisfactory.

1.1.4 In case the bidder is executing a contract which is still running and the contract value executed till one day prior to the due date of submission of the bid is equal to or more than the minimum prescribed value as mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work/supply execution certificate to this effect issued by the end user/owner/authorized consultant.

1.1.5 A job executed by a bidder for its own Plant/Projects will not be considered as experience for the purpose of meeting 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 Bid Document to meet BEC.

1.2 BEC (FINANCIAL):

1.2.1 Annual Turnover: The minimum Annual Turnover (i.e. Revenue from Operations) of the Bidder as per their audited financial results in any one of the three preceding financial years shall be **INR 2,08,74,435/-**

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

1.2.3 Working Capital: The minimum working capital of the bidder as per the preceding audited financial year shall be **INR 41,74,890/-**

Notes:

(i) 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 the amount mentioned herein above. The line of credit letter 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.

(ii) **Annual Turnover:** Preceding 3 financial years mentioned in aforesaid BEC refer to immediate 3 preceding financial years wherever the closing date of the bid is after 30th September (or as amended from time to time by Government) of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September (or as amended from time to time by Government) of the relevant financial year, and audited financial results of the immediate 3 preceding financial years are not available, the audited financial results of the 3 years immediately prior to that will be considered. Further, in case bidder is meeting the Annual Turnover criteria of BEC based on Audited Financial Statement of any one of the preceding 3 financial years (as mentioned above), the same shall suffice and bidder may submit format F-10 accordingly.

(iii) **Net Worth/Working Capital:** Immediate preceding financial year mentioned in aforesaid BEC refer to audited financial results for the immediate preceding financial year wherever the closing date of the bid is after 30th September (or as amended from time to time by Government) of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September (or as amended from time to time by Government) of the relevant financial year, and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered. Bidder is to submit Audited Financial Statement of immediate preceding financial years (as mentioned above) along with format F-10 accordingly for Net worth / Working Capital.
For the bidders whose financial year is calendar year, for such bidders the audited financial results shall be considered as calendar year, in lieu of financial year.

(iv) Formula for Calculation of Annual Turnover, Net Worth and Working Capital are available in Format F-10

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- **GENERAL CRITERIA:**

a) Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.
Experience of a bidder acquired as a subcontractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.

b) 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's query, if any. Any information/ documents issued post final bid due date shall not be considered for evaluation.

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

d) Bids from Consortium / Joint Venture shall not be accepted.

1.3 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 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

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

Not Applicable

1.5 DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC

BEC Clause no.	Description	Documents required for qualification
1.1	**Documents Required-Technical Criteria**	
1.1.1 & 1.1.4 & 1.1.5	Technical criteria	(a) Detailed work order along with Schedule of Rates. (b) Completion certificate / Execution certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) Note: The completion/execution certificates shall have details like work order no. / date, brief scope of work, completion date, final executed value, etc.
1.1.2		Copies of valid PF and ESIC registration certificates
1.1.3		Copies of 'Certificate of Satisfaction' duly certified by the concerned EIC of the contract
1.2	**Documents Required-Financial Criteria**	
1.2.1, 1.2.2 & 1.2.3	Annual Turn-over, Net Worth and Working Capital	(a) Bidder shall submit "Details of financial capability of bidder" in prescribed formats available in tender documents [Refer Section for Forms and Formats] duly signed and stamped by a Chartered Accountant. (b) Bidder(s) shall submit copy of Audited annual financial statements of preceding 03 (Three) financial years along with un-priced bid.

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

1.6 <u>AUTHENTICATION OF DOCUMENTS SUBMITTED IN SUPPORT OF BID EVALUATION CRITERIA (BEC):</u>

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

(ii) **Financial Criteria of BEC:**
Bidder shall submit "Details of financial capability of Bidder" in prescribed format (F-10) duly signed and stamped by a Chartered Accountant/Certified Public Accountant (CPA).
Further, copy of audited annual financial statements submitted in bid shall be duly certified/attested by Notary Public with legible stamp.

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

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1.7 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 <u>or vice versa</u>:

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

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

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

(i) An Agreement (*as per format enclosed at Appendix- A1* to Section II) between the bidder and the supporting company.

(ii) Guarantee (*as per format enclosed at Appendix- A2* to Section II) by the supporting company to IGGL for fulfilling the obligation under the Agreement along with certificate issued by Company Secretary as per *Appendix- A2A* to Section II.

(iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (*as per format and instructions enclosed at Appendix- A3 to* Section II), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.
In cases where foreign based supporting company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa.
In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

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

<u>Note:</u>

1.0 In case Supporting Company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.
2.0 The Financial BEC of tender is to be met by bidder on their own.
3.0 The Supporting Company shall meet conditions of 'Eligible Bidder', as per clause no. 2 of Section-III (ITB).
4.0 The clause 1.9 as below shall be applicable to above supporting company also.

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1.8 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.

1.9 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.

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1.10 BID EVALUATION METHODOLOGY:

The order shall be finalized on "Least cost to Owner" basis as per the following methodology:

(i) The evaluated Contract Value of the bidders shall include total value inclusive of all taxes, duties, GST etc. as applicable under this contract. Price bids of the techno-commercially acceptable bidders will be evaluated for arriving at lowest cost of IGGL (L-1 offer) basis i.e., considering total quoted price and taxes & duties including GST etc.

(ii) In case a bidder is found to be the lowest (L1), contract will be awarded to that bidder.

(iii) To arrive at the lowest-evaluated bid, the evaluation of all techno-commercially acceptable bids shall be carried out as under:

a) Bidders are required to quote a fixed percentage of Service Charge (with maximum two decimals) (exclusive of GST) in Schedule of Rates (SOR). Bidder offering negative (-) service charges shall not be considered for evaluation and summarily rejected.

b) Bid shall be evaluated based on overall lowest amount (i.e., estimated cost towards providing requisite manpower & other expenses for 24 months + Quoted Service Charge per month per person for 24 months + GST on above estimated cost towards providing requisite manpower & other expenses as well as Service Charges for a period of 24 months).

c) Purchase preference, pursuant to relevant Clause of tender, if applicable.

(iv) In case of a tie of evaluated price, the bidder having highest Turnover in the last audited Financial Year shall be considered for award.

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Form-I to Section II

UNDERTAKING ON LETTERHEAD

To,

M/s Indradhanush Gas Grid Limited (IGGL)
_____

SUB: **HIRING OF SERVICES FOR PROVIDING PROFESSIONAL MANPOWER FOR SUPERVISION OF PIPELINE CONSTRUCTION ACTIVITIES IN PHASE-III OF NEGG PIPELINE PROJECT**

TENDER NO: **IGGL/GHY/C&P/PROJ/PMP/08-22**

Dear Sir

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

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

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

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

Place:
Date:

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

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Appendix-A1 to Section II

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

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

Whereas

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

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

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

a) M/s._____ (Bidder) will submit an offer to IGGL for the full scope of work as envisaged in the tender document as a main bidder and liaise IGGL directly for any clarifications etc. in this context.

b) M/s. _____[Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the IGGL.

c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.

d) This agreement will remain valid till validity of bidder's offer to IGGL including extension if any and till satisfactory performance of the contract, the same is awarded by IGGL to the bidder.

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e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and IGGL.

f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by IGGL, however without prejudice to any rights that IGGL might have against the Supporting Company

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

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

For and on behalf of (Bidder) M/s.	For and on behalf of (Supporting Company) M/s.
Witness: 1) 2)	Witness: 1) 2)

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Appendix-A2 to Section II

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR
(to be executed on plain paper)

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

FOR

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

TOWARDS

M/s Indradhanush Gas Grid Limited, a company duly registered under the law of India having its Registered Office at 5th Floor , Central Mall G.S. Road, Christian Basti Guwahati , Assam - 781005, India, and having Purchase center at …… hereinafter called "IGGL" which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

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

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

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

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

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

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

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the IGGL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the IGGL and duly perform the obligations of the Bidder to the satisfaction of the IGGL.
2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
3. The Guarantor shall be jointly and severally responsible to IGGL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non-performance under the contract entered between IGGL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of IGGL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by IGGL.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards IGGL.
7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and IGGL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the

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same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be Guwahati, Assam, India. The language of arbitration shall be English.

8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to IGGL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/Supplier. The Guarantor hereby expressly agrees that if in the opinion of IGGL, the Bidder / Supplier has failed to perform its obligations under the contract in any manner, IGGL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of IGGL about performance of the bidder/Supplier shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

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

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

(Strike through the clause whichever is not applicable)

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

For & on behalf of (Supporting Company)
M/s _____

Signature_____
Name_____
Designation _____
official seal_____

Witness:
1.Signature_____
Full Name _____
Address_____

2.Signature_____
Full Name _____
Address_____

INSTRUCTIONS FOR FURNISHING GUARANTEE

1. The official(s) executing the guarantee should affix full signature(s) on each page.

2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee

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Appendix-A2A to Section II

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

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

The above certificate should be enclosed along with the Guarantee

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Appendix-A3 to Section II

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

To,

To, Indradhanush Gas Grid Limited _____	**Bank Guarantee No.**	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "SUPPLIER" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA/FOA No. _____dated_____ (herein after called CONTRACT) for Indradhanush Gas Grid Limited having registered office at 5th Floor , Central Mall G.S. Road, Christian Basti Guwahati , Assam - 781005 (herein after called the "IGGL" which expression shall wherever the context so require include its successors and assignees).

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

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

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

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the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.

10. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

11. Notwithstanding anything contained herein:

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
E-mail :
Telephone/Mobile No. :

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Guwahati.

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

1	**BANK GUARANTEE NO**	:	
2	**VENDOR NAME / VENDOR CODE**	:	**NAME** / **VENDOR CODE**
3	**BANK GUARANTEE AMOUNT**	:	
4	**PURCHASE ORDER/ LOA NO**	:	
5	**BG ISSUED BANK DETAILS**	:	(A) **EMAIL ID** : (B) **ADDRESS** : (C) **PHONE NO/ MOBILE NO.** :

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SECTION-III

INSTRUCTION TO BIDDERS

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

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SECTION-III

INSTRUCTION TO BIDDERS

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

[A] – GENERAL

1 SCOPE OF BID

1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer. Employer/Owner/IGGL occurring herein under shall be considered synonymous.

1.2 **SCOPE OF BID:** The scope of work/ Services shall be as defined in the Bidding/Tender documents.

1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.

1.4 Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tender, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS:

2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).

2.2 The Bidder is not put on Holiday list or in banning list of IGGL or any other departments under Ministry of Petroleum & Natural Gas due to "poor performance" or corrupt and fraudulent practice or blacklisted/banned by any Government Department/Public Sector as on the due date of submission of bid/during the process of evaluation of bids. Further, neither bidder nor their allied agency/ (ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of IGGL or the Ministry of Petroleum and Natural Gas.

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

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

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

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

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

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

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

(i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or

(ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

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

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

2.7 **Power of Attorney:**

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

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

a) **In case of Proprietorship:** by Proprietor.

b) **In case of Partnership:** by all Partners or Managing Partner.

c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP.

d) **In case of Public / Limited Company:** PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary /MD / CMD / CEO.

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

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

3. **BIDS FROM "JOINT VENTURE"/"CONSORTIUM"**: **NOT APPLICABLE** (REFER BIDDING DATA SHEET (BDS)

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:**

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.

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6. **SITE VISIT:**

6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

6.3 The Bidder shall not be entitled to hold any claim against IGGL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-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: General Conditions of Contract [GCC]
- Section-V: Forms & Format
- Section-VI: Special Conditions of Contract [SCC], Scope of Work
- Section-VII: Schedule of Rates
- Section-VIII: Attachments

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

For participation in e-tender, instructions are mentioned at Annexure-I to Section-III

7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)"

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together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8. CLARIFICATION OF BIDDING DOCUMENTS:

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

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

9. AMENDMENT OF BIDDING DOCUMENTS:

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

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

9.3 The Employer, if 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.

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[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

11.1 **IN CASE OF MANUAL TENDERING:**

In case the Bids are invited under the Manual Two Bid system. The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:

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

(a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
(b) 'Bidder's General Information', as per 'Form F-1'.
(c) Copies of documents, as specified in tender document.
(d) Copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item as a confirmation that the prices are quoted in requisite format.
(e) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
(f) 'Agreed Terms and Conditions', as per 'Form F-5'.
(g) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-6'
(h) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
(i) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
(j) EMD in original (in case of manual tendering) / copy of EMD (in case of e-Tender), Declaration for Bid Security as per provision of ITB.
(k) Undertaking as per *Form-1 to Annexure-III to Section-III* by MSE bidders and Bidders seeking preference under Policy for purchase preference to Public Procurement (Preference to make in India, PPP-MII), if applicable.
(l) Undertaking as per *Form-2 to Annexure-III 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-III to Section-III~~

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(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 forms and Formats including Annexures.

(o) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-Tender) by the Authorized Signatory holding POA.

(p) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).

(q) Any other information/details required as per Bidding Document

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

11.1.2 ENVELOPE-II: Price Bid

i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. IGGL shall not be responsible for any failure on the part of the bidder to follow the instructions.

ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.

iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.

iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of un priced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

11.1.3 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

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11.2 IN CASE OF E-TENDERING:

Bidders are requested to refer instructions for participating in E-Tendering (Annexure-I to Section III) and the ready reckoner for bidders available in https://etenders.gov.in. Bids submitted manually shall be rejected. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney. The bid must be submitted on the E-tendering website (https://etenders.gov.in) as follows: -

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

Further, Bidders must submit the original "EMD (if applicable), Power of Attorney and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, super scribing the details of Tender Document (i.e. tender number & tender for) within 07 days from the date of un-priced bid opening.

Bidders are required to submit the EMD (if applicable) in original by Due Date and Time of Bid Submission or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 07 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

11.2.2 **PART-II: PRICE BID**

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

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

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12 SCHEDULE OF RATES / BID PRICES

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

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

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

12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F-5) and SOR.

12.5 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, unless any price escalation/variation is allowed elsewhere in the Tender Document

12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

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

13.1 Bidders are required to mention the GST Registration No. in bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.

13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Service Provider only. Service Provider providing taxable service shall issue an e-Invoice/Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.

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

13.3 In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of IGGL that the Service Provider has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from IGGL to the government exchequer, then, that Contactor 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

13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST),** other than due to change in turnover, payable on the contract value during contract period, the Service Provider shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

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

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

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

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

13.6.1 Owner/ IGGL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis

13.6.2 The bids will be evaluated based on total price including quoted **GST (CGST & SGST/UTGST or IGST)**.

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

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

13.8 In case IGGL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR.
Where IGGL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and IGGL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to IGGL or ITC with respect to such payments is not available to IGGL for any reason which is not attributable to IGGL, then IGGL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by IGGL to Service Provider / Supplier.

13.9 Service Provider shall ensure timely submission of correct invoice(s)/e-invoice(s), as

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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 Service Provider with requisite details.

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

13.10 **Anti-profiteering clause:**

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

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

13.12 GST as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quote the GST rates). In case a bidder enters "zero/blank" GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the quoted GST rates. No request for change in GST will be entertained after submission of bids.

In case where a successful bidder quotes a wrong GST 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.

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

13.14 **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-14 along with documents for release of payment.

13.15 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Service Provider on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract

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

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14. BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15. BID VALIDITY:

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

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his EMD (if applicable). A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD (if applicable) for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16. EARNEST MONEY DEPOSIT:

16.1 Bid must be accompanied with earnest money deposit **(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 Limted** 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-16.2" may be rejected by IGGL as non-responsive.

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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' 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 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

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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**

MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A

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

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

17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.

17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on the e-tendering website (https://etenders.gov.in) against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.

17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18. FORMAT AND SIGNING OF BID

18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or

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persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initiated by the person or persons signing the Bid.

18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initiated by the person or persons signing the Bid.

18.3 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB. (Annexure-I to Section III).

19. ZERO DEVIATION AND REJECTION CRITERIA:

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

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

(a) Firm Price
(b) Earnest Money Deposit / Bid Security (if applicable)
(c) Specifications & Scope of Work
(d) Schedule of Rates / Price Schedule / Price Basis
(e) Duration / Period of Contract/ Completion schedule
(f) Period of Validity of Bid
(g) Price Reduction Schedule

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(h) Contract Performance Security
(i) Guarantee / Defect Liability Period
(j) Arbitration / Resolution of Dispute/Jurisdiction of Court
(k) Force Majeure & Applicable Laws
(l) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

20. E-PAYMENT

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

[D] – SUBMISSION OF BIDS

21. SUBMISSION, SEALING AND MARKING OF BIDS

21.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB

21.2 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.

21.3 All the bids shall be addressed to the owner at address specified in IFB.

21.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22. DEADLINE FOR SUBMISSION OF BIDS:

22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.

22.2 In case of manual tendering EMD (if applicable) along with bid must be submitted within the due date & time.

22.3 IGGL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of

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IGGL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on IGGL's website/E-tender website/ communicated to the bidders.

23. LATE BIDS:

23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.

23.2 In case of e-tendering, e-tendering system of IGGL shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.

In case of manual tendering, bids received by IGGL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions. The EMD (if applicable) of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the bid bond/physical documents have been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.

23.3 EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time

23.4 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24. MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 **IN CASE OF E- TENDERING**

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

24.1.2 **IN CASE OF MANUAL BIDDING:**

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

24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11,21 & 22 of ITB with relevant 'Cut-Out

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Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of withdrawal of bid, the Envelope containing withdrawal letter duly super scribing the envelope as "WITHDRAWAL" and "Tender Document number :…."/ communication regarding withdrawal of bid with "Tender Document number :…."/ must reach concerned dealing official of IGGL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD (if applicable) pursuant to clause 16 of ITB and rejection of Bid.

24.4 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

[E] – BID OPENING AND EVALUATION

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

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

26. BID OPENING

26.1 ***Unpriced Bid Opening:***

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

26.2 ***Priced Bid Opening***:

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

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26.2.2 The priced bids of those Bidders who were not found to be techno-commercially responsive shall not be opened in both manual tendering and e-tendering. In case of Manual Tender, the envelope containing Price Bid shall be returned unopened after opening of the price bids of techno-commercially responsive Bidders.

26.3 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

27. CONFIDENTIALITY:

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

28. CONTACTING THE EMPLOYER:

28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing.

28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure 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 owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid: -

(a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
(b) Has been properly signed;
(c) Is accompanied by the required 'Earnest Money / Bid Security / Bid Security Declaration
(d) Is substantially responsive to the requirements of the Bidding Documents; and
(e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"

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

a) "Deviation" is departure from the requirement specified in the tender documents.
b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.

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c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

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

a) If accepted would,

i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.

ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.

b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

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

30. CORRECTION OF ERRORS:

30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors in Price Schedule/Schedule of Rates (SOR) will be corrected by the Employer as follows:

(i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate) shall be taken as correct.

(ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.

(iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

iv) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price

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30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited / 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 criteria mentioned in Section-II of bidding documents on lowest bid.

33. COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE

34. PURCHASE PREFERENCE:

Purchase Preference to Micro and Small Enterprises (MSEs) or Purchase Preference to Public Procurement (Preference to make in India) bidders / Domestically Manufactured Telecom Products (DMTP) shall be allowed as per Government instructions in vogue, as applicable from time to time.

The policy for providing Purchase Preference to Public Procurement (Preference to make in India) is enclosed as Annexure III to ITB herewith

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[F] – AWARD OF CONTRACT

35. AWARD:

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

"IGGL intent to place the contract directly on the address from where Services are to be rendered. In case, bidder wants contract at some other address or Services are to be rendered from multiple locations, bidder is required to provide in their bid, the address on which contract is to be placed".

IGGL will place the 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:

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. Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. IGGL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.

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

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

36.4 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.

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

37. SIGNING OF AGREEMENT

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

37.2 The format for signing Contract Agreement in English is attached with this Bidding Document.

38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT *[FOR APPLICABILITY OF THIS CLAUSE, REFER BDS]*

38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from IGGL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases where in the individual order/contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).

38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of GST (CGST & SGST/UTGST or IGST)

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

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

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38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for consideration of the annulment of the award and forfeiture of the EMD /action as per declaration for Bid Security

38.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.

38.5 Further, 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

38.6 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of IGGL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.

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

38.7 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/ contract.

38.8 The Service Provider will also submit covering letter along with CPS as per format at F-4

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

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

39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is provided at Appendix-1 of General Conditions of Contract- Services with following modifications:

(1) Clause no. B.2 (i)

(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)/

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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.

(2) Description of Sl. no. 1 and 2 of table in Clause no. B 2.2

Description of Sl. no. 1 and 2 of table in Clause no. B 2.2 is modified as under:

S. No.	Description
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 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

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

39.3 Name and contact details of nodal officer are mentioned in BDS.

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

Not with standing anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Service Provider/Bidders 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", the service provider/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Indradhanush Gas Grid Limited (IGGL), to such Service Providers/Bidders.

The Service Provider/ Bidder understands and agrees that in such cases where Service Provider/ Bidder has been banned (in terms of aforesaid procedure) from the

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date of issuance of such order by IGGL, such decision of IGGL shall be final and binding on such Service Provider/ Bidder 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 *[FOR APPLICABILITY OF THIS CLAUSE, REFER BDS]*

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

i) Issue of tender document to MSEs free of cost

ii) Exemption to MSEs from payment of EMD/Bid Security.

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 own their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply up to 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be reserved for MSEs owned by SC/ST entrepreneurs.

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

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

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

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

a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.

b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit

c) In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

a) In case of proprietary MSE, Proprietor(s) shall be Women.

b) In case of partnership MSE, the Women partners shall be holding at least 51% share in the unit

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c) In case of private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

a) Ministry of MSME vide Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the Enterprises as Micro, Small and Medium Enterprises, and specified form and procedure for filing the Memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of Policy, refer website of Ministry of MSME, i.e. https://msme.gov.in/). **Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefits under Public Procurement Policy for MSEs-2012.**

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

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

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

40.4 If against an order placed by IGGL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

40.5 The benefit of policy are not extended to the traders/dealers/Distributors/ Stockiest/Wholesalers.

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

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

41 AHR ITEMS

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

I) Rates as per SOR, quoted by the Contractor/Bidder.

II) Rate of the item, which shall be derived as follows:

a. Based on rates of Machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).

b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor's supervision profit, overhead & other expenses.

42 VENDOR PERFORMANCE EVALUATION:

Shall be as stipulated at Appendix-2 of General Conditions of Contract- Services with following modifications

(i) Clause no. 3.0 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) Clause no. 4.0 "**EXCLUSIONS"**

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

i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.

ii) Orders for Misc./Administrative items/ Non stock Non valuated items (PO with material code 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.

(iii) Clause no. 5.1 v) and 5.3 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**

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(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 second para of Clause no. 2.17.3 of GCC-Services)

(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.

(iv) CLAUSE NO.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

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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

43 INCOME TAX & CORPORATE TAX

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

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

43. TDS

(i) TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

(ii) Higher rate of TDS for non-filers of ITR

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

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

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL :

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

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44. DISPUTE RESOLUTION MECHANISM

44.1 QUARTERLY CLOSURE OF THE CONTRACT

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

Vendors/Contractors are required to co-operate with EIC for proper implementation of this mechanism for smooth execution of the contract." 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. 2.6 and which cannot be resolved through Conciliation, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator. The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration: -

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

2.2 The cost of arbitration proceedings shall be shared equally by the parties.

2.3 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be Guwahati, Assam, India only.

2.4 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at **Guwahati, Assam, India**.

2.5 List of Excepted matters:

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

b) Dispute(s) / issue(s) relating to indulgence of Contractor / Vendor / Bidder in corrupt / fraudulent / collusive / coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.

c) Dispute(s) / issue(s) wherein the decision of Engineer-In-Charge / owner / IGGL has been made final and binding in terms of the Contract.

2.6. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores: - Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at **Guwahati, Assam, India**.

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

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 it's administrative Ministry/Department, whose decision will be final and binding on all concerned.

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

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

- Not Applicable

47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS:

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

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

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

49. PROVISIONS FOR STARTPUS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE

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AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) ***[FOR APPLICABILITY OF THIS CLAUSE, REFER BDS]***

Prior turnover and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document and submission of document specified in Section –II

Further, the Startups are also exempted from submission of EMDs

For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry and relaxation is to be given to the specific goods / jobs domain wherein they are registered for

Wherever the "Certificate of Recognition" is stipulating the domain of startup, the domain of startup is be considered based "Certificate of Recognition" issued by Department of Promotion of Industry and Internal Trade (DPIIT). Startups having the "Certificate of Recognition" which do not mention Domain, in such case startups are also required to submit the documents for the same including the application submitted to DPIIT

New startup "Certificate of Recognition" is stipulating "Industry" and "Sector" as domain of startup. Accordingly, "Industry" and "Sector" as domain of startups mentioned in certificate/ application (in case of old certificate which do not indicate domain) will be considered.

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

If a Startup emerge lowest bidder, the LoA on such Startup shall be placed for entire tendered quantity/group/item/part (as the case may be). However, during the Kick of Meeting monthly milestones/ check points would be drawn. Further, the performance of such contractor/ service provider will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.

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

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

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

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

51. 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.

52. RESTRICTING PARTICIPATION OF NCLT REFERRED BIDDERS

(i) Offer from the following type of bidders / members of consortium will not be considered:

a) Bidders who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).

b) Bidders whose resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage of evaluation of bid.

(ii) It will be responsibility of the bidder/contractor/vendor to inform IGGL within 15 (Fifteen) days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code.

(iii) If bidder fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any latter stage, their offer is liable to be rejected by IGGL.

(iv) IGGL reserve the right to cancel / terminate the contract without any liability on the part of IGGL immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.

A declaration in this regard shall be furnished by the bidder as per proforma enclosed as Form-15 (F-15) in Section-V of this tender.

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Annexure-I to Section-III

ADDENDUM TO INSTRUCTIONS TO BIDDERS

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

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

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

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Annexure-II to Section-III

BIDDING DATA SHEET (BDS)

(TO BE FILLED BY THE CONCERNED DEALING OFFICER BEFORE ISSUANCE OF TENDER)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

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A. GENERAL	
ITB clause	**Description**
1.1	The Employer/Owner is: IGGL
	The Invitation for Bids/ Tender no is: IGGL/GHY/C&P/PROJ/PMP/08-22
2.1	The name of the Services to be performed is: **HIRING OF SERVICES FOR PROVIDING PROFESSIONAL MANPOWER FOR SUPERVISION OF PIPELINE CONSTRUCTION ACTIVITIES IN PHASE-III OF NEGG PIPELINE PROJECT**
3	BIDS FROM CONSORTIUM/ JOINT VENTURE APPLICABLE: ☐ NOT APPLICABLE: √
B. BIDDING DOCUMENT	
ITB clause	**Description**
8.1	For **clarification purposes** only, the communication address is: **Attention:** Apurba Kr. Choudhury, Deputy General Manager (C &P), I/C **Street Address:** Indradhanush Gas Grid Limited (IGGL) 5th Floor, Central Mall, G S Road, Christian Basti Guwahati- 781005 Country: INDIA Email: apurba.k.choudhury@iggl.co.in
C. PREPARATION OF BIDS	
ITB clause	**Description**
11.1.1	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid) : SCC/Scope of Work refers - As per Bid Evaluation Criteria (BEC) section-II of this tender.
12	Additional Provision for Schedule of Rate/ Bid Price are as under: - NIL

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<table>
<tr><td>12 & 13</td><td>Whether IGGL will be able to avail input tax credit in the instant tender
<table>
<tr><td>YES</td><td></td></tr>
<tr><td>NO</td><td>√</td></tr>
</table>
Details of Buyer:
<table>
<tr><td>Services to be rendered at</td><td>Indradhanush Gas Grid Limited
Complete address of work center-
5th Floor, Central Mall, G S Road, Christian Basti Guwahati- 781005, Country: INDIA</td></tr>
<tr><td>PAN No.</td><td>AAECI9589F</td></tr>
<tr><td>GST no.</td><td>18AAECI9589F1ZZ</td></tr>
<tr><td>IGGL Bank details</td><td>Account holder’s name: INDRADHANUSH GAS GRID LIMITED
Bank Name: State Bank of India
Account No.: Current A/C No. 37967639273
IFSC Code: SBIN0003030
BRANCH: Dispur Branch, Guwahati, ASSAM-781006</td></tr>
</table>
</td></tr>
<tr><td>14</td><td>The currency of the Bid shall be INR</td></tr>
<tr><td>15</td><td>The bid validity period shall be <u>03 (Three) Months</u> from final 'Bid Due Date'</td></tr>
<tr><td>16.1, 16.10 and 38.6</td><td>In case 'Earnest Money / Bid Security' (if applicable) is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of Indradhanush Gas Grid Limited payable at GUWAHATI.

In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS / SWIFT, etc, the details of IGGL’s Bank account are as under:

Account Holder’s Name: INDRADHANUSH GAS GRID LIMITED
Account Number: Current A/C No. 37967639273
IFSC Code: SBIN0003030
BRANCH: Dispur Branch, Guwahati, ASSAM-781006

Bidder to mention reference no. “EMD/…….” in narration while remitting the EMD / Bid Security amount and to mention reference no. “CPS/…….” in narration while remitting the CPS amount in IGGL’s Bank Account.</td></tr>
</table>

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D. SUBMISSION AND OPENING OF BIDS	
ITB clause	**Description**
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.
22.3 and 4.0 of IFB	For **bid submission purposes** only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, the Owner's address is: Attention: **Apurba Kr. Choudhury, Deputy General Manager(C&P), I/C** Street Address: **Indradhanush Gas Grid Limited (IGGL)** 5th Floor, Central Mall, G S Road, Christian Basti Guwahati- 781005 Country: INDIA
26	**The bid opening shall take place at:** **Online at CPP portal**
E. EVALUATION, AND COMPARISON OF BIDS	
ITB clause	**Description**
32	Evaluation Methodology is mentioned in Section-II.
F. AWARD OF CONTRACT	
ITB clause	**Description**
37	State of INDIA which stamp paper is required for Contract Agreement: _____**ASSAM**_____
38	Contract Performance Security/ Security Deposit APPLICABLE: √ NOT APPLICABLE: **The value/ amount of Contract Performance Security/ Security Deposit CPS/SD @ 3% of Total Order / Contract value in case contract period is less than one year or 3% of Annualized Order / Contract value in case contract period is more than one year.**
39.3	Name and contact details of nodal officer are as under: **Shri Apurba Kr. Choudhury, Deputy General Manager (C&P), I/C** Tel: 9531101227/8 (Extension 121) Email: apurba.k.choudhury@iggl.co.in

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	Whether tendered item is non-splitable or not-divisible: YES: √ NO:
41	Provision of AHR Item: APPLICABLE: NOT APPLICABLE: √
44.1	Quarterly Closure of Contract APPLICABLE: NOT APPLICABLE: √
	Bonus for Early Completion: APPLICABLE: NOT APPLICABLE: √
49	Applicability of provisions relating to Start-ups: APPLICABLE: NOT APPLICABLE: √
	Defect Liability Period: APPLICABLE: NOT APPLICABLE: √

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<table>
<tr><td>40</td><td>Applicability of provisions relating to MSE:
<table><tr><td>APPLICABLE</td><td>√</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table></td></tr>
<tr><td></td><td>Applicability of provisions relating to PPP-MII:
<table><tr><td>APPLICABLE</td><td>√</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table></td></tr>
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ANNEXURE-III TO SECTION-III

POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017- (Refer BDS for applicability of this clause)

1.0 Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG- Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly ownedsubsidiaries under MoP&NG with certain modifications.

2.0 The Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT to encourage 'Make in India' and promote manufacturing & production of goods and services in India with a view to enhancing income and employment.

DEFINITIONS:-

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

Further Local value addition through services such as transportation, insurance, installation, commissioning, training, and after sale support like AMC/CMC etc. shall be considered in local content calculation.

(ii) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of equal to or more than 50%.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content ofmore than 20% but less than 50%.

'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%.

(iii) **L1** mean the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per tender or other procurement solicitation.

(iv) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for purpose of purchase Preference.

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(v) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas.

(vi) **Procuring Entity** means Indradhanush Gas Grid Limited (IGGL).

(vii) **Works** means all the works as per Rule 130 of GFR-2017 also include 'turnkeyworks'

4.0 **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**

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry/ International Competitive bidding has been issued. In global tender enquiries/ International Competitive bidding 'Non local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts

(d) HP-HT Operations in upstream oil and gas business activities shall be exemptedfrom this order

6.0 **PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012, REFER EXAMPLES GIVEN BELOW):**

(a) Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.

(b) In the procurements of goods or works which are cover by para 5 (b) above and 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 shallbe awarded to L1. Thereafter, the 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.

c) In the procurements of goods or works which are covered by para 5 (b) and 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.

iv. "Class-II local supplier" will not get purchase preference in any procurement.

d) **Applicability in tenders where contract is to be awarded to multiple bidders** - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise which are covered by para 5 (b), 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) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/ 'Non local suppliers' provided that their quoted

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rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

ii) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

7.0 In case a bidder (Class-I Local supplier) is eligible to seek benefit under Policy for Preference under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PPP-MII 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 that purchase preference policy

In case a MSEs bidder opts for purchase preference based on PPP-MII, 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 andBid security/EMD shall continue to be available to such MSE Bidder

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

(i) Public Procurement Policy for MSE 2012
(ii) Public Procurement (Preference to Make in India), Order 2017

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8.0 Example to deal Various situations in case a bidder is eligible to seek benefit under Public Procurement (Preference to Make in India), Order 2017 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 PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII (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 (PPP-MII)

(II) Divisible item-Case 1

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matchesthe 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 PPP-MII). 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 PPP-MIIL2 bidder is Class-I Local supplier as per PPP-MII (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 matchedthe 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 PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder

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(IV) In case L1 bidder is MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PPP- MII.

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

8.0 VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION

a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide **self-certification** (as per proforma at Form-2) that the item offered meets the minimum local content for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.

~~**b.** In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form-2 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide 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 suppliers other than companies) giving the percentage of local content as per proforma at Form -3.~~

c. In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Auhtority who is empowered to look into procurement related complaints.

d. Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with IGGL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaintis upheld and found to be substantially correct, deposited fee of the complainantwould be refunded without any interest.

e. In case of false declarations, 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"

f. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment forsuch other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.

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g. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

ii. on a periodical basis such cases are consolidated and a centralized listor decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

9.0 **RECIPROCITY CLAUSE**

i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have director indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

iii. The term 'entity' of a country shall have the same meaning as under the FDIPolicy of DPIIT as amended from time to time.

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FORM-1 TO ANNEXURE-III 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:

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	
Preference Under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII)	

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 PPP-MII order as well as PPP for MSE2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PPP-MII and MSE policy.
(iv) In case a MSEs bidder opts for purchase preference based on PPP-MII order, 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.
(vi) In case MSE bidder is opting the PPP-MII policy and emerges other than L1 bidder, then only Purchase Preference as per PPP-MSE policy is not applicable.

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

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FORM-2 TO ANNEXURE-III TO SECTION-III

SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/ CLASS-IILOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION

To,

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

SUB:

TENDER NO:

Dear Sir

We, M/s_____***(Name of Bidder)*** confirm that as per the definition of policy we are:

Class-I Local supplier [ ]

Class-II Local Supplier [ ]

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

It is further confirm that M/s_____***(Name of Bidder)*** meet the mandatory minimum Local content/Domestic Value Addition requirement for Class-I Local supplier/ Class-II Localsupplier (as the case may be) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of.....%.

The details of the location (s) at which the local value addition is made is as under:

……
……...
……

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

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

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FORM-3 TO ANNEXURE-III TO SECTION-III

CERTIFICATE BY STATUTORY AUDITOR / COST AUDITOR / CHARTERED ACCOUNTANT OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION

To,

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

SUB:

TENDER NO:

Dear Sir

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

Class-I Local supplier [ ]

Class-II Local Supplier [ ]

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

It is further confirm that M/s_____***(Name of Bidder)*** quoted vide offer No. _____ dated _____ against tender No. _____ meet the mandatory minimum Local content/Domestic Value Addition requirement for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Policy for Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of.....%.

Name of Audit Firm: [Signature of Authorized Signatory of Bidder]
Place: 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.

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SECTION-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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

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SECTION-V

FORMS & FORMAT

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LIST OF FORMS & FORMATS

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-2A	PROFORMA OF 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)	CHECK LIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	BIDDER'S QUERIES FOR PRE-BID MEETING
F-12	E-BANKING FORMAT
F-13	FREQUENTLY ASKED QUESTIONS (FAQ)
F-14	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-15	DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE 2016

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F-1

BIDDER'S GENERAL INFORMATION

To,
M/s IGGL
_____

TENDER NO: IGGL/GHY/C&P/PROJ/PMP/08-22(**E–TENDER NO. IGGL-100038)**

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/Public Limited/Pvt. Limited/Govt. Dept./PSU/Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor / Partners / Directors of the firm/company [As per Cl. No. 4.0 of ITB]	
3b	Name of Power of Attorney Holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office: *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 of address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.)

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9	E-mail address	
10	Website	
11	Mobile Number:	_____
12	ISO Certification, if any	{If yes, please furnish details}
13	PAN No.	[Enclose copy of PAN Card]
14	GST No. (refer sl. no. 7 above)	[Enclose copy of GST Certificate]
15	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
16	ESI code No.	[Enclose copy of relevant document]
17	Whether Micro/Small/Medium Enterprise	Yes/No (If Yes, Bidder to submit requisite documents as specified in ITB: Cl. No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes/No (If Yes, Bidder to submit requisite documents as specified in ITB: Cl. No. 40)
	Whether MSE is owned by Women	Yes/No (If Yes, Bidder to submit requisite documents as specified in ITB: Cl. No. 40)
18	Whether Bidder is Startups or not	Yes / No (If Yes, Bidder to submit requisite documents as specified it ITB: Clause No.49)
	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 intends to place the order/contract directly on the address from where Goods are produced/dispatched are Services are rendered. In case, bidder wants order/ contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed*

Place:
Date:

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

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FORMAT F-2

PROFORMA OF "BANK GUARANTEE"

FOR "EARNEST MONEY / BID SECURITY"

(To be stamped in accordance with the Stamp Act)

To, M/s Indradhanush Gas Grid Limited (IGGL) ----------	**Bank Guarantee No.**	
	Date of BG	
	BG Valid up to	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

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

_____

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

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

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

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

Notwithstanding anything contained herein:

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

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WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per
Power of Attorney No. _____
Date: _____

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper

2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".

3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".

4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".

5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.

6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.

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	:	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. :

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F-2A

DECLARATION FOR BID SECURITY

To,

M/s INDRADHANUSH GAS GRID LIMITED (IGGL)

_____

SUB: HIRING OF SERVICES FOR PROVIDING PROFESSIONAL MANPOWER FOR SUPERVISION OF PIPELINE CONSTRUCTION ACTIVITIES IN PHASE-III OF NEGG PIPELINE PROJECT

TENDER NO: IGGL/GHY/C&P/PROJ/PMP/08-22.

Dear Sir,

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

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

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

(a) Have withdrawn/ modified/amended, impairs or derogates from the tender, my/ our Bid during the period of bid validity specified in the form of Bid, or

(b) Having been notified of the acceptance of our Bid by the INDRADHANUSH GAS GRID LIMITED (IGGL) during the period of Bid Validity:

   i. Fail of refuse to execute the contract, if required, or
   ii. Fail of refuse to furnish the contract performance security, in accordance provision of the tender document.
   iii. Fail or refuse to accept "arithmetical correction" as per provision of the tender document.

(c) Having indulged in corrupt/fraudulent/ collusive / coercive practice as per procedure.

Place:
Date:

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

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F-3

LETTER OF AUTHORITY

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

Ref: Date:

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/PROJ/PMP/08-22**(E–TENDER NO. IGGL-100038)**

Dear Sir,

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

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

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

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

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

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

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F-4

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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s Indradhanush Gas Grid Limited (IGGL) ----------	**Bank Guarantee No.**	
	Date of BG	
	BG Valid up to	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

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

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

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to IGGL we shall on first

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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

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the supplier/contractor and notwithstanding any security or other guarantee that IGGL may have in relation to the supplier's/contractor's liabilities.

7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by IGGL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Guwahati.

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

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

Yours faithfully,

_____

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

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INSTRUCTIONS FOR FURNISHING

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

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

Annexure

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

1. BANK GUARANTEE NO. :

2. VENDOR NAME:

NAME	

3. BANK GUARANTEE AMOUNT :

4. PURCHASE ORDER/LOA NO. :

5. NATURE OF BANK GUARANTEE : please Tick (√) Whichever is Applicable

PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE

6. BG ISSUED BANK DETAILS :
   (A) EMAIL ID :
   (B) ADDRESS :
   (C) PHONE NO/ MOBILE NO. :

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F-5

AGREED TERMS & CONDITIONS

To,

M/s IGGL

_____

TENDER NO: IGGL/GHY/C&P/PROJ/PMP/08-22**(E–TENDER NO. IGGL-100038)**

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address (LOA/Order shall be released in this name)	Bidder's name : Address:
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.	
3.	Bidder Confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).	
4	Bidder to mention the rate of GST **(CGST & SGST/ UTGST or IGST)** for the quoted service	Confirmed ……% [GST rate]
4.1	Whether in the instant tender services/works are covered in reverse charge rule of **GST (CGST & SGST/UTGST or IGST)** If yes, Bidder confirms that they have quoted rate of applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid	Yes/ No ----------
4.2	Bidder to mention Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) for the quoted service	
4.3	Bidder hereby confirms that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB	
4.4	Whether bidder is liable to raise E-Invoice as per GST Act	
	If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
5.	Confirm acceptance of relevant Terms of Payment specified in the Bid Document.	
6.	Confirm that Contract Performance Security will be furnished as per Bid Document within 30 days of LOA/FOA in case of successful bidder.	

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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
7.	Confirm that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. In case of delay, the bills shall be submitted after deducting the price reduction due to delay	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details (**if applicable**): a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG] **OR** Bidder furnishes bid security declaration [applicable for MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue)]	
13.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.	

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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
14.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of Owner or (ii) the bidder is not a firm in which any Director (in Board of Director) of Owner/ IGGL or their relative is not a partner.	Confirmed ☐ Not Confirmed ☐
15.	All correspondence must be in ENGLISH language only.	
16.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	**<u>No Deviation Confirmation:</u>** It may be noted that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
19.	**<u>Non-Involvement of Govt. of India:</u>** If Bidder becomes a successful Bidder and pursuant to the provisions of the Tender Document, award is given to them against subject Tender Document, the following Confirmation shall be automatically enforceable: "We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive,	

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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	
20.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid.	
21.	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will be deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.	
22.	**Holiday/Banning & Liquidation, Court Receivership:** Bidder hereby confirms that they are not on Holiday list or in banning list of IGGL or any other departments under Ministry of Petroleum & Natural Gas due to "poor performance" or corrupt and fraudulent practice or blacklisted / banned by any Government Department / Public Sector as on the due date of submission of bid. Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of IGGL or the Ministry of Petroleum and Natural Gas. Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'. In case it comes to the notice of IGGL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.	

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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to IGGL by them.	
23.	Bidder confirms that they have read and understood the General Conditions of Contract available along with this tender document in the CPP portal & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.	
24.	Bidder certifies that they would adhere to the Fraud Prevention Policy of IGGL [available on IGGL's website (www.iggl.co.in)] and shall not indulge themselves or allow others (working in IGGL) to indulge in fraudulent activities and that they would immediately apprise IGGL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of IGGL is liable to be treated as crime and dealt with by the procedures of IGGL as applicable from time to time.	
25.	Bidder confirms that (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	
26.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail	

Place:
Date:

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

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F-6

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,
M/s IGGL
_____

TENDER NO: IGGL/GHY/C&P/PROJ/PMP/08-22**(E–TENDER NO. IGGL-100038)**

Dear Sir,

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

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

  Postal Address with Pin Code : .....
  Telephone Number : .....
  Fax Number : .....
  Contact Person : .....
  E-mail Address : .....
  Mobile No. : .....
  Date : .....
  Seal/Stamp : .....

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

  Reasons for non-submission of bid:

_____

Agency's Name : .....
Signature : .....
Name : .....
Designation : .....
Date : .....
Seal/Stamp : .....

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F-7

BIDDER'S EXPERIENCE

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/PROJ/PMP/08-22**(E–TENDER NO. IGGL-100038)**

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

Place:
Date:

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

Note: As per cl. No. (a)-General Criteria of Section-II, only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, corrigendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	EMD/Bid Security/Declaration for Bid Security [as applicable] as per provisions of Tender		
iii	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) of bidding document along with drawings and corrigendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Details of documentary proof required against BEC Criteria		
Vi	Confirm submission of document along with unpriced bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly digitally signed (in case of e-bidding)/ Signed and Stamped (in case of manual bidding) by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		
5.0	Confirm that annual reports for last three financial years & duly filled in Form 10 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		
6.0	Confirm that Undertaking as per Form 1 of Annexure-III to Section-III has been submitted (applicable for MSE and PPP-MII bidder).		

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7.0	Confirm that Undertaking as per *Form-2 to Annexure-III 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-III to Section-III are submitted~~		
8.0	Confirm that Undertaking as per Form-1 to Section-II have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)		
9.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)		

Place:
Date:

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

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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					
1.1.1 & 1.1.4 & 1.1.5	**Experience Criteria**	(a) Detailed work order along with Schedule of Rates (b) Completion certificate / Execution certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) **Note:** The completion/execution certificates shall have details like work order no. /date, brief scope of work, completion date, final executed value, etc.		Yes/No	
1.1.2		(a) Copies of valid PF and ESIC registration certificates		Yes/No	
1.1.3		Copies of 'Certificate of Satisfaction' duly certified by the concerned EIC of the contract		Yes/No	
General	**Experience of bidder acquired as a subcontractor**	certificate from end user		Yes/No	
1.1.5	**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	

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	Financial BEC				
	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 (*Mention specific year*……)	Yes/No	
	Net Worth	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.	Submitted (M*ention specific year* ……)	Yes/No	
	Working Capital	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited 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.	Submitted (*Mention specific year*……) Submitted/ Not Applicable *(Bidder to tick appropriate option)*	Yes/No	

==========

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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

==========

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

F-9

FORMAT FOR CERTIFICATE FROM BANK

IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE

(To be provided on Bank's letter head)

Date:

To,
M/s. IGGL

Dear Sir,

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

The Customer has informed that they wish to bid for IGGL's 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 :
Email Id :
Contact No. :
Stamp

Note:
This Declaration Letter for line of credit shall be from single bank only. Letter from multiple banks shall not be applicable. However, banking syndicate will be acceptable wherein a group of banks can jointly provide line of credit to the bidder.

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F-10

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

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

A. AUDITED ANNUAL TURNOVER* OF LAST 03 (THREE) FINANCIAL YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Net Worth:	

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

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

Refer Instructions

Note:

1.0 It is further certified that the above-mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies].

2.0 We confirm that above figures are after referring instructions at page 2 of 2 of F-10.

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

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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

(Page 1 of 2)

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INSTRUCTIONS:

1. The Separate Pro-forma shall be used for each member in case of JV/Consortium.

2. The financial year would be the same as one normally followed by the bidder for its Annual Report.

3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.

4. For the purpose of this Tender document:
   a. **Annual Turnover** shall be "Revenue from operation" as per profit & Loss account of audited annual financial statements.
   b. **Working Capital** shall be "Current Assets less Current liabilities" and
   c. **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any

5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**

6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

(Page 2 of 2)

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F-11

BIDDER'S QUERIES FOR PRE-BID MEETING

To,

M/s. IGGL

TENDER NO: IGGL/GHY/C&P/PROJ/PMP/08-22 **(E –TENDER NO. IGGL-100038)**

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

==========

F-12

E-Banking Mandate Form

(To be issued on vendor's letter head)

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

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Date (Signature of authorized officer of bank)

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F-13

FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document
3.0	Is attending Pre-Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However, attending Pre-Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for E-Tender?	Yes. Refer Annexure III to Instructions to Bidders of Tender Document and FAQs as available on IGGL E-Tender portal.
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.
7.0	Are there any benefits available to Start-ups?	Refer Clause No. 49 of Instructions to Bidders of the Tender Document and BDS

All the terms and conditions of Tender remain unaltered.

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F-14

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

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

To,
M/s IGGL
……

SUB: HIRING OF SERVICES FOR PROVIDING PROFESSIONAL MANPOWER FOR SUPERVISION OF PIPELINE CONSTRUCTION ACTIVITIES IN PHASE-III OF NEGG PIPELINE PROJECT

LOA NO: …….

Dear Sir,

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

(i) Applicable to us [ ]

(ii) Not Applicable to us [ ]

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

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

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

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F-15

DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE 2016

To,
M/s IGGL
……

SUB: _____

Tender No. : _____

Dear Sir,

I/ We hereby declare that I/We, M/s_____, declare that:

(i) I/We am/are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date

OR

(ii) I/We am/are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per details mentioned below

(a) _____
(b) _____
(c) _____

(Attach details in separate sheet)

(iii) Further, I / We also confirms that in case there is any change in status of this declaration at any stage of tendering / execution (in case of award), the same will be promptly informed to IGGL.

Note: Strike out either (i) or (ii) as applicable.

It is understood that if this declaration is found to be false, Indradhanush Gas Grid Limited shall have the right to reject my/our bid, and forfeit the EMD/CPS. If the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including black listing or holiday listing) available to Indradhanush Gas Grid Limited.

Place:
Date:

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

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SECTION-VI

SPECIAL CONDITIONS OF CONTRACT

&

SCOPE OF WORK

==========

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL

1.1 Special conditions of Contract shall be read in Conjunction with the General Conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.

1.2 Notwithstanding the sub-division of the documents into these 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 Contract so far as it may be practicable to do so.

1.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

1.4 Wherever it is mentioned in the specifications that the Agency shall perform certain work or provide certain facilities, it is understood that the Agency shall do so at its cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.

1.5 The intending Agency shall be deemed to have visited the site and gone through the GCC. Non familiarity with site conditions and unawareness of GCC shall in no way be considered a reason for any extra claim or for not carrying out the work in strict conformity with the drawings, specifications or provisions of contract.

1.6 It will be the Agency's responsibility to bring to the notice of Engineer-in-Charge (EIC) any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.

1.7 Agency has to co-ordinate and liaison with the concerned Statutory Authority to obtain the necessary No Objection Certificates/ Clearance certificates etc. and submit to IGGL/ Consultant. However, any statutory fees required to be submitted to the Authority shall be reimbursed to the Agency upon approval and submission of proper original receipt/ challan etc., other than statutory fee no other payment shall be made to the Agency on this account.

1.8 All the work specifically mentioned in the tender document is under the scope of the Agency. All other works not specifically mentioned but required for successfully execution of the job shall also be performed by the Agency and payment shall be made as per the terms and conditions mentioned elsewhere in this document.

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1.9 The work executed shall be to the satisfaction of Engineer-in-Charge and contract rates shall include any Incidental and Contingent works charges so as to complete the work in all respect in prompt, efficient and workman like manner.

1.10 Except as otherwise hereinafter provided the selection, replacement, and engagement; Contractor shall determine contractor's personnel. Such employees shall be solely of Contractor's employees. Contractor shall ensure that its personnel will be competent and efficient. However, the contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the company before the actual deployment. The contractor shall not deploy its personnel unless cleared by the company.

ORDER OF PRECEDENCE

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. Letter of Acceptance along with Statement of Agreed Variations & its enclosures and any corrigendum/addendum.
ii. Fax/ Letter of Intent/ Fax of Acceptance.
iii. Schedule of Rates as enclosed to Letter of Acceptance.
iv. Special/ additional Conditions of Contract.
v. Specifications, Special notes regarding specifications and Drawings, all three in conjunction with each other.
vi. General Conditions of Contract.

1.11 **DEFINITIONS**

i. The expression 'Vendor / Agency' shall mean the Agency selected by the employer for the execution of the subject work and shall include the successors and permitted assigns of the Vendor/ Agency.
ii. The 'Engineer-in-Charge' shall mean the 'Engineer-in-charge' of IGGL for this work and shall include any person acting as in charge on his behalf.

2.0 LOCATION

2.1 The services are required to assist IGGL in its Pipeline Projects construction activities in different project sites; an indicative list of pipeline projects wherein contract personnel will be required to be deployed by the Agency is given in the Scope of Work.

2.2 The services will be provided based on the organizational requirement as assessed and identified from time to time.

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3.0 EVALUATION METHODOLOGY:

3.1 The Bidders are required to quote the monthly Service Charges per Man-month basis.

3.2 The evaluation methodology shall be as mentioned in the BEC of Tender document.

4.0 TERMINATION OF CONTRACT

4.1 No additional charges, other than the quoted rates and applicable taxes, shall be paid to the Agency during the contract period except statutory variation in GST during the contract period. The contract will be valid for a period of Twenty-four months from the date of issuance of FOA/LOA or from the date specified in the FOA/LOA.

4.2 IGGL reserves the right to terminate the Contract either in part or in full without assigning any reason thereof. Engineer-in-Charge shall in such an event give thirty (30) days' notice in writing to the Agency of its decision to do so. Agency upon receipt of such notice shall discontinue the work. In the event of such termination, Agency shall be paid for the actual time performed and service provided till the date specified in the notice.

4.3 Agency shall in no case lease/ transfer/ sublet/ appoint caretaker for services and the personnel to be deployed for carrying out the contractual job.

4.4 No other person except Agency's authorized representative shall be allowed to enter IGGL premises. Agency shall also not entertain any outsider or extend any service beyond IGGL's premises.

4.5 Within the IGGL's premises, the Agency's personnel shall not do any private work other than their normal duties. In case the deployed personnel of the Agency are absent, without any prior communication with EIC, for more than five days continuously in a month; replacement should be provided. The attendance and leave record of the personnel deployed by the Agency shall be maintained by the designated supervisor of the Agency whose contact details like mobile phone no, office address shall be communicated by the Agency to the Engineer-in-charge of the Contract. The Supervisor should visit the IGGL premises regularly to attend to the contractual obligations and interact with the personnel deployed by the Agency. It is the sole responsibility of the supervisor to manage the work force of Agency deployed in the contract e.g., the monthly attendance, leave details, Identity cards, the issues of contract personnel, police verification, etc.

4.6 IGGL shall have the authority to direct the Agency to terminate the services of any of its personnel without any prior notice, if IGGL is satisfied on medical grounds that the candidate is unfit and is likely to continue to be unfit for reasons of ill-health for the discharge of his/her duties.

4.7 IGGL will have authority to direct the Agency to terminate the services, without any prior notice to the candidate found to be prima-facie guilty of any in-subordination, intemperance, moral turpitude or other misconduct, participation in strikes/ agitations/ Union/ Association or of any breach or non-performance of any of the provisions of these conditions or if otherwise found unsuitable for the efficient performance of his/her duties.

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4.8 During the period of engagement, performance of the contract personnel shall be observed/reviewed half-yearly and IGGL can direct the Agency to short terminate the contract engagement based on the performance.

4.9 The Agency has to deploy personnel across the country as per the requirements of IGGL.

4.10 Agency shall be directly responsible for any/ all disputes arising between it and its personnel and keep IGGL indemnified against all losses, damages and claims arising thereof.

4.11 The personnel engaged by the Agency shall be subject to security check by the IGGL's security staff while entering/ leaving the premises.

4.12 Agency shall be solely responsible for payment of wages/ remuneration including allowances to its personnel that might become applicable under any new act or order of Government. IGGL shall have no liability whatsoever in this regard.

4.13 Agency shall be fully responsible for theft, burglary, fire or any mischievous deeds by its Staff.

4.14 Lists of persons employed by the Agency for the subject work mentioning qualifications, experience and residential address shall be submitted to EIC. In case of any change, the same shall be informed to EIC from time to time. Verification of character and police verification must be carried out by Agency for its personnel deployed in IGGL premises and intimated to IGGL.

5.0 PRICE BASIS

5.1 The quoted rate (Service charges) shall be firm and valid till the complete execution of the order. No escalation on what-so-ever account shall be paid under this contract.

5.2 The rate should be quoted in the Schedule of Rates as enclosed. The rates towards monthly service charges per person (in % & Rupees) only should be quoted in the schedule of rates. Contractor's service charge is applicable only on Monthly Fixed Wages and compensation for extra hours duty. Bidder should take in to account all liabilities to be borne by it as indicated in the scope of services, special conditions of contract and other tender documents while quoting service charges.

5.3 In terms of Section (2) of the Maternity Benefit Act-196l, a woman will be entitled to maternity benefits admissible in case of delivery and miscarriage/ medical termination of pregnancy. This shall be sole responsibility of the Agency. Thus, Agencies should take into their account this liability while quoting service charges.

5.4 Bidders are advised in their own interest to visit office and ascertain the conditions and quantum of work before quoting.

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5.5 The rate quoted by the Agency shall be all inclusive for provisions of all incidental expenses necessary for proper execution and completion of work in full in accordance with the Terms & Conditions of the Bid Documents.

6.0 CONTRACT PERIOD:

The duration of Contract shall be Two years from the date of issuance of Fax of Acceptance (FOA)/Letter of Acceptance (LOA) or from the date specified in the FOA/LOA. IGGL can increase or decrease the manpower on same rate, terms and conditions during the contract period based on the requirement. The contract may be further extended for a period up to six months on the same rate, terms and conditions on sole discretion of IGGL.

7.0 TIME FOR START AND MOBILISATION

7.1 Successful Bidder will be given mobilisation period of Fifteen (15) days plus applicable notice period of maximum one month duration. Agency shall ensure mobilization within the given time with the required manpower for smooth execution of job as specified by IGGL/ EIC.

7.2 No mobilization advance shall be paid.

8.0 ENGAGEMENT

The Agencies are to provide the service(s) at different Pipeline Locations/Sites and for a period of 02 years from the date of commencement of service subject to the terms and conditions hereinafter specified. Bidder to submit PF registration certificate and ESIC Registration Certificate, if applicable.

9.0 RELOCATION EXPENSE

Generally, relocations shall not be carried out within 6 months of time from the day of deployment of Agency personnel in a particular location. The AGENCY shall pay a lumpsum relocation expense of Rs.10,000/- (ten thousand only) to its hired personnel, in case he is relocated from one project/phase to another, as required by IGGL and claim reimbursement of the amount paid from IGGL. The above relocation expense is inclusive of Travel expenditure and daily allowance for the travel period and any other incidental expenditure for joining the new project location.

10.0 TA/ DA FOR OFFICIAL TOUR

AGENCY's personnel required to travel for official duties outside their defined project sites involving overnight stay shall be entitled to payment of travel and travel related costs as per the rate applicable and with Prior approval from respective IGGL nodal/reporting officer for them as given below: -

TA/DA for official Tour: It shall be paid as under: -

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To Executives:

a. Reimbursement of fare for 'to and fro' journey by shortest route shall be allowed by 2nd AC Rail mode or by Bus (on production of actual tickets) and by Public shared Taxi on actual subject to Rs 5/- per Km.
b. Local travel charges @ Rs 5/- per Kms with prior permission.
c. Daily allowance @ Rs.250/- per day on self-certification.
d. Accommodation at Transit Rest House of IGGL, wherever maintained and subject to availability, or else Hotel Lodging Charges at actual, limited to @ Rs.1,000/- per day (exclusive of taxes) (Original paid bill/ receipt to be submitted with the tour bill).

To Non-executives:

a. Reimbursement of fare for 'to and fro' journey by shortest route shall be allowed by 3rd AC Rail mode or by Bus (on production of actual tickets) and by Public shared Taxi on actual subject to Rs 5/- per Km.
b. Local travel charges @ Rs 5/- per Km with prior permission.
c. Daily allowance @ Rs.200/- per day on self-certification.
d. Accommodation at Transit Rest House of IGGL, wherever maintained and subject to availability, or else Hotel Lodging Charges at actual, limited to @ Rs.1000/- per day (exclusive of taxes) (Original paid bill/ receipt to be submitted with the tour bill).

- Travel time payment shall be limited to duration falling under normal office working timings/ days and no additional payment towards extended hours of work shall be permissible beyond office working hours during the tour period.

AGENCY shall submit all such travel expenses as stated above, along with their monthly invoices. No direct payment, whatsoever, shall be made to individual AGENCY's personnel.

AGENCY shall be responsible for meeting all the expenses for mobilization and demobilization of its personnel including rail fare up to the office/project site at the time of joining duty and back on completion of assignment.

11.0 PROTECTIVE CLOTHING AND SAFETY ITEMS:

The Agency shall provide Protective Clothing as below every year to its personnel deployed in IGGL to assist in its Pipeline Project construction activities in different Project sites. The following items will be provided by the Agency with total cost of Rs.5,000/- per person per year (maximum), which will be paid to the agency as per actual limited to Rs 5,000/- per person per year on certification by IGGL Site In-Charges: -

Sl. No.	Item	Pairs/ No(s).	Frequency
1	Light Blue Cotton Full Shirt and Dark Blue Trousers	2 Pairs	Every Year
2	Black Cotton socks	2 Pairs	Every Year
3	Black Safety Boots	1 Pair	Every Year
4	Helmet	1 No.	Every Year
5	Rain Coat	1 No.	Every Year

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Any change in the colour-combination of the Protective Clothing may be intimated by the Engineer-in-charge. Protective Clothing will be provided within 30 days of deployment of manpower. However, if such manpower is found not wearing the complete Protective Clothing, the said person shall be marked absent for that particular day by the Agency. A penalty shall be imposed on the Agency for non-supply of Protective Clothing to the personnel @ Rs.100/- per day per contract personnel. The quality of PPEs shall be of reputed make and industry standard and same shall be approved by IGGL.

12.0 PPE/UNIFORM: Service Provider shall ensure adequate supply of PPE's/uniform as mentioned in the Scope of Work to all resources who shall be associated with site activities.

13.0 DEFICIENCY:

13.1 "Deficiency" shall mean a deficiency in the performance of services as mentioned in the Scope of Work including deployment of minimum resources, poor quality of service, quantity and quality of material, efficiency of any service(s), noncompliance of statutory provisions or non- compliance of any of the tender conditions.

13.2 IGGL/ Engineer in Charge (EIC) shall give the Service Provider a show-cause notice, setting out the deficiency or deficiencies observed, to give the Service Provider an opportunity to make a representation within 7 (seven days) of date of receipt of such notice. If any such representation is made by the Service Provider, IGGL shall take cognizance of the same before taking a final decision to impose penalty(ies) in respect of deficiency(ies). The decision of the EIC with regard to any deficiency in service and penalty for such deficiency shall be final and binding on the parties.

a) It is recognized that there may be deficiencies in the performance by the Service Provider with regards to one or more of the services required to be performed under the Scope of Work. With a view to discourage deficiency(ies) in the performance of any service(s) by the Service Provider, it is agreed that for each Deficiency as determined by EIC/ IGGL in any service(s) to be performed by the Service Provider, IGGL shall be entitled to levy a token penalty, if not specified elsewhere, of Rs. 1,000/- (Rupees One Thousand only) per day per deficiency in the price on the Service Provider.

b) The Service Provider shall maintain all the Reports, Returns, Forms, proforma and other prescribed documents under the applicable Labour Legislations (including those mentioned above) and IGGL shall have the right to satisfy itself in this regard at any point of time. Each default by the Service Provider shall entitle IGGL to levy a token penalty on the Service Provider by deduction in the invoice(s) of the Service Provider or from the Security Deposit @ Rs. 1000/- per instance.

c) List of deficiencies and penalties thereof:

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Sl No.	Nature of Deficiency in Services	Rate of Penalty (Rs)
1	Non deployment/ Short deployment of resources within time as specified in tender	Rs 1,000/- per man-day per instance and proportionate deduction from the lumpsum rate.
2	Complaints of misbehaviour or negligence on the part of the resource	Rs. 1000/- per instance
3	Non-wearing of PPE/ Uniforms / wearing untidy uniform by the resource on duty at sites.	Rs.100.00 per day per man day
4	If the timely payment is not made to the personnel by 7th of each month.	Rs. 1000/- per day till 10th of each month, thereafter @ Rs. 5000/- per day shall be deducted from the services charges of the Agency

d) In case if the Deficiency continues for such period or in such manner as determined by IGGL that affects the services as mentioned in the Scope of Work & Non compliances to Statutory requirements, IGGL's decision in this behalf shall be final and binding on the Service Provider and the Service Provider shall be liable to pay compensation at the rate of 1 % (one percent) of the total service charges amount quoted by the service provider for every week limited to a maximum of 5% (Five percent) of the total service charges amount. In the event of his failure to do so, the EIC may, on expiry of notice period, rectify / re-execute the service as the case may be at the risk and expense in all respects of the Service Provider or may terminate the contract due to non-performance. The decision of the EIC, as to any question arising under this clause, shall be final and conclusive without prejudice to its the right to terminate the Contract thereof, terminate the service(s) in respect of which the deficiency(ies) have occurred and get such service(s) performed at the risks and costs of the Service Provider for a period equivalent to the unexpired period of the Contract thereof, provided, IGGL has given a written notice to the Service Provider of such deficiency(ies) and the Service Provider, within 7 (seven) days of receipt of such notice, has not taken steps to the satisfaction of IGGL for rectifying the deficiency(ies).

14.0 INCORPORATION CLAUSE:

IGGL can incorporate any condition, which is not envisaged here, at the time of agreement which can be of sole interest/advantages to IGGL. Interpretation of terms and conditions of the document as confirmed by IGGL shall be final and binding on the Agency.

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15.0 RESPONSIBILITIES OF THE AGENCY FOR COMPLIANCE WITH LABOUR/ INDUSTRIAL LAWS:

15.1 The contractor shall ensure payment of the following wage components / statutory payments / obligation to the persons engaged by him against this contract in IGGL as indicated in Schedule of rates. Subsequently, the contractor will take suitable reimbursement from IGGL upon submission of requisite documentary evidence against proof of payment. However, the same is subject to change in line with any modification/amendment of acts/laws/rules and statutory compliances.

Sl No.	Wage Components	Rate
1	Fixed emoluments	Monthly fixed emoluments and annual increase in fixed emolument as indicated in the Scope of Services
2	Provident Fund contribution including Employee Deposit Linked Insurance (EDLI) & Administrative charges	13% of monthly fixed emoluments
3	Insurance policy coverage under Employee's Compensation Act, 1920	The cost of insurance coverage obtained under Employee's Compensation Act, 1920 up to Rs.10.86 lacs per contract personnel will be reimbursed to the contractor by IGGL on submission of copy of insurance policy. 3.25% of monthly fixed emoluments is provisioned in contract value towards Insurance premium.
4	Premium for Employees Compensation Policy with medical coverage up to Rs. 1 lakh, if ESI is not applicable.	
5	Ex-gratia/ Incentive	8.33% of monthly fixed emoluments (To be paid to the contract personnel during festival time by the Agency and seek reimbursement on submission of proof of payment).
6	Death Gratuity	4.81% of fixed monthly emoluments is provisioned in contract value for Gratuity and the same will be payable by the Agency only in cases of death or permanent disablement during the currency of the contract as per the provisions of payment of Gratuity Act, 1972 and will be reimbursed to the Agency on submission of copy of proof of disbursement of gratuity to the family members of the deceased contract personnel.
7	Premium for Group Personal Accident Insurance Policy with a coverage of three lakh rupees	Premium to be borne by agency & same is not reimbursable by IGGL
8	Premium for PMSBY	
9	Premium for PMJJBY	

10	Paid Annual Leave as per Factories Act 1948	That contractor shall provide Annual Leave with Wages to their contract workers as per the provision of Factories Act-1948. Accordingly, every worker who has worked for a period of 240 days or more in the factory during a calendar year shall be allowed one day paid leave for every twenty (20) days of work performed during the subsequent year
11	PPE	The contractor shall ensure adequate supply of PPE's/uniform as mentioned in the Scope of Work to all resources who shall be associated with site activities.

15.2 The Agency should have a valid license issued in its favour by the Competent Authority as provided under the Contract Labour (R&A) Act, 1970 in case the Agency employs / is required to employ more than 20 personnel.

15.3 The Agency shall have its own PF code no. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952 and extend benefits of Provident Fund Scheme, 1952, Employee Deposit Linked Insurance Scheme, 1976 and Employee Pension Scheme, 1995.

15.4 The Agency shall have to obtain Insurance policy in lieu of Employees Compensation Act, 1920 for the personnel engaged by it and submit a copy of the same to EIC. The Agency is required to submit copies of Electronic-Challan-cum-Return (ECR)/ Electronic Challan along with Online Uploaded list of contract personnel/ members for the proof of remittance of Provident Fund (PF) with respective authorities for the contract personnel engaged by it in IGGL while submitting monthly bills.

15.5 Without prejudice to the foregoing, the Agency shall be responsible for bearing all registration and statutory inspection fees payable under any Applicable Laws in respect of the services performed pursuant to the Contract. If the Agency defaults in complying with the Applicable Laws, the Agency shall, at its own risk and Cost, bear any and all additional fees, fines, penalties or charges.

15.6 Without prejudice to the responsibility of the Agency to comply with the Applicable Laws under the Contract, the Agency shall, in relation to the execution of the Works, comply with all applicable labour laws, including but not limited to the Factories Act, 1948, the Workmen's Compensation Act, 1920, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, the Industrial Disputes Act, 1947, the Employees' State Insurance Act 1948, the Weekly Holidays Act, 1942, the Employees State Insurance Act, 1948, the Employees Provident Funds Scheme, 1952, the Employees Provident Funds and Miscellaneous Provisions Act, 1952, the Maternity Benefit Act, 1962, the Contract Labour (Regulation and Abolition) Act, 1970, The Building and other Construction Workers (Regulation of Employment and Conditions of Services) Act, 1996, the Equal Remuneration Act, 1976, the Inter-State Migrant Workmen (Regulation of Employment and Conditions of

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Service) Act, 1979, the Labour Laws (Exemption from Furnishing Returns and Maintaining Registers by Certain Establishments) Act, 1988, the Children (Pledging of Labour) Act, 1933, the Child Labour Prohibition and Regulation Act, 1951, the provisions of the Income Tax Act, 1961, Environment Protection Act, 1986, Maritime Act, 2008, Wild life (Protection) Act, 1972 and any other Applicable Law relating to the employment of workmen, employees or labour or any subsequent modification or re-enactment thereof.

15.7 The Agency shall not be absolved from any of its obligations under Applicable Laws or the Contract or claim any additional amount from IGGL due to its ignorance of any Applicable Law.

15.8 The Agency shall be solely responsible for the payment of wages and other dues to the personnel deployed by it, latest by 7th day of the subsequent month through e-banking only. After disbursement of wages the authorized representative of Agency of IGGL have to certify the payment of wages to the contract personnel and sign the wage register.

15.9 The Agency shall at its own cost and initiative take and maintain at all times until the closure of the Contract, insurance policies in respect of manpower engaged by it for providing services under this Contract, in order to keep itself as well IGGL fully indemnified from and against all claims whatsoever including but not limited to those arising out of the provisions contained in the Workmen's Compensation Act, 1920.

15.10 The Agency shall be solely responsible and indemnify IGGL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by it.

15.11 The Agency shall indemnify IGGL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by it.

15.12 All personnel deployed by the Agency should be on the rolls of the Agency.

15.13 No contract personnel below the age of 18 years shall be deployed on the work.

15.14 While engaging/deploying the resources, the Service Provider is required to make efforts to provide opportunity of employment to resources belonging to Schedule Caste, Schedule Tribe and Other Backward Caste in order to have a fair representation of these sections.

15.15 Service Provider shall provide proper Employment cards (Form XII) for the resource to be deployed by him for Work/Services, duly signed by the Service Provider or authorized person on behalf of Service Provider.

15.16 The Agency shall ensure regular and effective supervision and control of the personnel, if any, deployed by it and gives suitable direction for undertaking the contractual obligations.

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15.17 The personnel to be deputed by the Agency shall observe all security, fire and safety rules of IGGL while at the site/ work. Agency has to strictly adhere to the guidelines/ instructions issued from time to time.

15.18 Agency shall provide proper identification cards for its employees to be deputed by it for Work/ Services, duly signed by the Agency or authorized person on behalf of Agency. Also, the Agency should obtain entry passes from Security Department through ENGINEER-INCHARGE for its employees.

15.19 Agency has to deploy the personnel with no past criminal records. The Agency has to provide police verification for all the persons deployed by it.

15.20 While confirming to any of these conditions, the Agency should ensure that no law of State regarding labour, their welfare, conduct etc., is violated. The Agency shall indemnify IGGL for any action brought against it for violation, non-compliance of any act, rules & regulation of centre / state / local statutory authorities.

15.21 All existing and amended Security and safety / fire rules of IGGL are to be followed at the work site.

15.22 In case of accident, injury and death caused to the employee of the Agency while executing the Work under the contract, the Agency shall be solely responsible for payment of adequate compensation, insurance money, etc. to the next kith & kin of injured/ diseased. Agency shall indemnify IGGL from such liabilities.

15.23 The Agency shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The Agency shall get its employees/ persons examined from a civil govt. doctor.

15.24 No employees or person of Agency shall be allowed to consume alcoholic drinks or any narcotics within the plant premise/ site. If found under the influence of above, the owner / IGGL will terminate the contract immediately and may refer the case to police.

15.25 The Agency hereby agrees to indemnify owner / IGGL from all claims, demands, actions, cost and charges, etc. brought by any court, competent authority/ statutory authorities against owner/ IGGL.

15.26 The Agency is required to file half-yearly Return in Form-XXIV before concerned ALC (Central), the Licensing Officer within 30 days from the end of half-year.

15.27 The Agency shall exclusively be liable for non-compliance of the provisions of any act, law, rule or regulation having bearing over engagement of workers, directly or indirectly for execution of the Contract.

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15.28 The Agency shall undertake to indemnify 1GGL against all actions, suits, proceedings, claims, losses, damages, etc. which may arise under "Minimum Wages Act, "Personnel Injury", "Company Insurance Act", "E.S.I. Act", "Fatal Accident Act" "Workmen Compensation Act", "Shops& Establishment Act", "Employees Provident Fund Act", "Family Pension & Deposit Linked Insurance Scheme" or any other act or statute not specifically mentioned herein but having any direct or indirect application for the persons engaged under this Contract.

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

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

15.31 The agency will be required to observe and fulfil all the obligations under various enactments' applicable to the nature of job performed by the agency under the contract or any amendment thereafter.

16.0 MAINTENANCE OF RECORDS AND REGISTERS

16.1 The Service Provider is required to maintain statutory records and registers for applicable labour laws as prescribed under the following rules: a) Ease of Compliance to Maintain Registers under the various Labour Laws, 2017 b) Rationalization of Forms and Reports under Certain Labour Laws Rules, 2017.

16.2 The Service Provider has to maintain the following (but not limited to) Registers/ Forms/ Reports / Returns at all times:

a) Employee Register in FORM A
b) Wage Register in FORM B
c) Register of Loan / Recoveries in FORM C
d) Attendance Register in FORM D
e) Register of rest/leave/leave wages in FORM E/H
f) Copies of Wage Slips in FORM XIX.
g) Copies of Employment Card in FORM XIV

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17.0 DOCUMENTS TO BE SUBMITTED BY THE SERVICE PROVIDER TO EIC AT VARIOUS STAGES DURING THE CURRENCY OF THE CONTRACT

17.1 Immediately after issuance/receiving of Letter of Intent (LOI)

i. Details as required for issuance of FORM - VII (Notice of Commencement of Work)

ii. Application for issuance of FORM –III (Form of Certificate by Principal Employer) for obtaining Labour License from Licensing Authority for engaging 20 or more resources.

iii. Copy of FORM - VI (License) before commencement of work if 20 or more resources are engaged.

iv. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.

v. Copy of Employee State Insurance Registration Certificate issued by concerned ESIC. Where ESI Act is not applicable, copy of Insurance Coverage under Employee Compensation Act, 1923 of appropriate value

vi. Copy of Group Personal Accident Insurance Policy vii. Copy of Labour Identification Number (i.e., LIN) Registration done in Shram Suvidha Portal of Govt. of India.

17.2 After submission of LOA

i. List of persons along with copy of educational qualification certificates/mark sheets (class 10 onwards) and experience certificates.

ii. Self-attested copy of Certificate for date of birth.

iii. Copies of Govt. recognized Identity proof such as PAN card, Aadhar card, passport etc. and address proof such as Aadhaar card, voter card, passport etc.

iv. Copies of Self-attested relevant experience certificates wherever applicable

v. Copies of Appointment Letters issued to the persons to be engaged in IGGL by the Agency.

vi. List of persons along with designation, Employee No., PF account, Insurance coverage No., bank account details, police verification report etc.

vii. Copies of Identity Card issued by the Agency to persons to be engaged in IGGL.

viii. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.

ix. Copy of FORM 5 submitted by the Agency to Regional Provident Fund Commissioner in respect of contract personnel who are eligible to become members of the fund for the first time along with copies of declaration in FORM 2 furnished by such contract personnel.

x. Copies of allotment of Provident Fund A/c No. and contribution cards of all the individual contract personnel engaged by it.

xi. Copy of insurance coverage/ policy along with details of contract personnel and sum assured in terms of Employees Compensation Act, 1920 and copy of renewal of policy from time to time.

17.3 At the time of submission of monthly bills

i. Copy of Employee Register in FORM – A (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017).

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ii. Copy of Wage Register in FORM – B (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017) duly certified by authorized representative of the Service Provider and authorised person in IGGL certifying as "Certified that the amount shown in the column No. ---- has been paid to the workman 113 concerned in my presence on------(date) at -------(place)" along with copy of bank statement duly certified by bank as proof of Cashless Transaction / Payment of wages through e-banking/digital mode.

iii. As a part of compliance and proof of depositing Provident Fund, EDLI and ESI contributions the Service Provider shall submit copies of the Separate e-Challans / ECR, bank receipts/bank statement in respect of resources deployed by them in IGGL in the previous month in this contract. The documents should also contain details of resources, PF account No., ESI No., contributions of resources and employer etc.

iv. Dully filled in statement as per Annexure-1.

v. Copy of Wage Slips in FORM XIX.

17.4 At the time of closure of contract

i. Indemnity Bond of Rs. 100/- duly notarized from Notary indemnifying IGGL from all liabilities w.r.t. the resource engaged by the Service Provider regarding payment of wages, Provident Fund/ESI contributions, Insurance and other statutory payments.

ii. Copy of the Wage Register in FORM - B for the last month.

iii. Copies of Service Certificates issue to resource in FORM VIII

iv. Copy of the ECR related to EPF and ESIC Compliance in respect of Resource.

v. Details as required for issuance of FORM - VII (Notice of Completion of Work)

17.5 Verifications of bills and documents submitted by the Service Provider

Before certifying/verifying the running/ final bill/invoice of the Service Provider, the designated EIC of the respective contract of IGGL, shall verify from the ECRs of PF/ESI, through respective web portals, the detail/status of the payment made by the Service Provider. In case the information furnished by the Service Provider is found to be incorrect IGGL shall take appropriate action against the Service Provider.

18.0 COMPLIANCE OF GOVERNMENT OF INDIA DIRECTIVES

18.1 Pradhan Mantri Suraksha Bima Yojna (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY)

Service Provider shall, ensure that all its resources deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of IGGL. Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years.

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18.2 **Payment through Aadhaar Payment Bridge and Employment of AADHAAR Card Holder**

Service Providers are required to give preference to those resource who either have Aadhaar Card or have applied for Aadhaar Card or agreed to apply for Aadhaar Card to establish their genuineness and payments may be made to them through Aadhaar Payment Bridge to the extent possible.

18.3 **Labour Identification Number (i.e., LIN) Registration (Mandatory)**

The Unified Shram Suvidha Protal, developed by Government of India, facilitates reporting of Inspections & submission of Returns and has also been envisaged as a single point of contact between employer, resources and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Service Provider, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e., LIN) from Shram Suvidha Portal and submit the same in IGGL.

18.4 **Pradhan Mantri Rojgar Protsahan Yojna (PMRPY)**

In order to support the Govt. of India's Initiative on Employment Generation, the Service Provider must register for Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) Scheme. The Service Provider shall inform IGGL/EIC about the benefit availed, if any, against the scheme for adjustment against the invoice(s) / bill(s).

19.0 INSURANCE POLICIES

Service Provider is required to cover all resources deployed by him with the following insurance/ schemes:

Sl. No.	Scheme	Applicability	Premium / Contribution	Sum assured/ Benefits	Remarks
1	ESI Act, 1948	Applicable to all resources of the Service Provider (within ESI wage limit) working in notified area	3.25% of wages by employer 0.75% of wages by employees	Benefits under ESI Act	
2	Employee Compensation Act, 1923 (in lieu of ESI – mentioned at Sl. 1)	Applicable to excluded employees under ESI and those who working in non-notified area to extend similar benefits as available under ESI Act, 1948	Premium to be calculated considering wage limit under EC Act, 1923 (i.e., Rs. 8000/- p.m. currently)	Maximum compensation liability as per Employees' Compensation Act, 1976	Provides compensation to resources.

3	Group personal Accident Insurance	Applicable to all resources of the Service Provider (within ESI wage limit) working in notified area	Based on the coverage	Insured value: Rs. 3 Lakh to cover expenses associated with any accidents.	Death, permanent disablement, temporary total disability or any other medical expenses related to accident.
4	Pradhan Mantri Suraksha Bima Yojana (PMSBY)	Eligibility – age group 18 to 70 years	Rs. 12/- per annum	Accidental death and permanent disability: (i) Permanent total disability –Rs. 2 lakhs. (ii) Permanent partial disability – Rs. 1 Lakh.	
5	Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJB)	Eligibility –age group 18 to 50 years. (Can continue up to 55 years)	Rs. 330/- per annum.	Risk coverage – Rs. 2 Lakhs in case of death due to any reason	

20.0 CLOSURE OF CONTRACT

Final payment shall be released only after satisfactory completion of the work / services. For final payment of the bill and release of Security deposit the Agency shall be required to submit Indemnity Bond of Rs. 100/- duly notarized from Notary indemnifying IGGL from all liabilities w.r.t the persons engaged by the Agency regarding Payment of Wages, Provident Fund, Insurance and other payments. Proforma of Indemnity Bond will be provided during the closure of contract.

21.0 PAYMENT TERMS

21.1 The Agency shall submit bills on monthly basis enclosing therein the attendance details (duly verified/certified) and summary of the bill, to the Engineer-in-Charge of the Contract. Agency shall submit the following documents along with the bills to the EIC as per the schedule given below:

i. Copy of wage register latest by 10th of every month showing disbursement certified by the Agency with certification (rule 73 of contract labour (R&A) Act 1970 monthly.
ii. Copy of PF challan along with statement of contract personnel with breakup of contribution by 26th of every month.
iii. Half yearly return under Contract Labour (R&A) Act 1970 within 30 days from close of half year.
iv. Statement of disbursement of annual bonus/ex gratia. vi) Copy of ESI challan (if applicable) etc.

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21.2 Invoices are to be raised in accordance with various provisions under GST rules as IGGL is intended to avail benefits under various statutes in force.

21.3 The bills of Agency shall be processed for payment within 30 days of submission of the bills by Agency. Necessary statutory levies such as Income Tax etc. shall be deducted as per the rules existing and in vogue then and there. PAN of the vendor also may be intimated along with 1st invoice.

21.4 The bidder must submit the bank account details on bidder's letterhead, duly certified by the bank so that the payments through e-banking/ RTGS/NEFT be made to the bidder, in case work is awarded to him.

22.0 GST

Please note that responsibility of payment of GST lies with Agency only. The bidder shall furnish copy of GST registration along with the offer wherever GST is applicable. Alternatively, bidder shall furnish the same within one month from the date of issue of Letter of Award or along with first Invoice. In case GST is applicable for the tendered work, Agency shall claim the GST indicating rate of abatement/deduction allowed as per GST act in the first invoice itself.

In case of statutory variation in GST, claim should be raised subsequent months from the date of issue of Govt. Notification for payment of differential GST. In case such claim is not raised within specified period of two months, claim shall not be entertained for payment of arrear.

23.0 SECURITY DEPOSIT

23.1 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event IGGL may award the order to the next lowest evaluated bidder or call for new bids. Security deposit will be forfeited in case of termination of contract due to poor performance by the Agency.

23.2 Contract/Order Value as mentioned above shall be exclusive of taxes and duties.

23.3 The Contract Performance Guarantee will be valid for a period of 90 days beyond the contract period/duration and applicable Warranty/Guarantee/Defect Liability Period (if any).

24.0 PRICE REDUCTION SCHEDULE: Not applicable

25.0 COMPENSATION FOR EXTENDED STAY: Not applicable

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26.0 NUISANCE

26.1 The Agency shall not at any time do cause or permit any nuisance in area of work in IGGL and within 200 meters of above areas or do anything which shall cause unnecessary disturbance or inconvenience to owners and IGGL officials or tenants or occupants of other properties near the works area and to the public in general.

26.2 Further IGGL may take action of restricting the entry of Agency and its employees from indulging in public nuisance, violent activity causing damages to IGGL's person or property.

26.3 The Agency in addition bears all cost of keeping law and order situation under control.

27.0 OTHER CONDITIONS

27.1 The Agency shall obtain all necessary insurance policies covering all risks such as accidents, injuries, death caused to his employees or labourers or to third person including loss to the properties of owner/IGGL or to some other agency. The Agency shall submit the proof that he has purchased an insurance policy as mentioned above.

27.2 The Agency shall not employ or permit to any persons suffering from any contagious, loathsome or infectious disease. The Agency shall get examined his employees/workers through a Govt. doctor/ Registered practitioner and produce the fitness certificate before deployment, if asked for.

27.3 The Agency has to comply and adhere with the fire prevention/ protection, safety rules, regulations and policies of the Company.

27.4 No employee or person of Agency be allowed to consume alcoholic drinks or any narcotics within the office premises. If found under the influence of above, the Agency shall have to change/replace him failing which IGGL may terminate the contract.

27.5 The Agency hereby agrees to indemnify owner/IGGL and harmless from all claims, demands, actions, cost and charges etc. brought by any court, competent authority/statutory authorities against any act or acts of the Agency or his workers.

27.6 The Agency should get the police verification of the character and antecedents of personnel to be deployed in IGGL done, by him from the place of present residence/domicile. In case any worker is found having criminal record, he shall have to be immediately replaced without assigning any reasons.

27.7 Agency shall not sub-let or assigns any work in part or whole to any firm, individual, partnership firm, Private Ltd. Company, Proprietorship firm etc. without the prior written permission of IGGL. In case the Agency sub-lets or assigns the contract in part or whole without the prior written permission of IGGL and any claim preferred by any firm/individual to IGGL that the main Agency has not paid his or their dues/payments, in those circumstances, IGGL shall without assigning any reasons, withhold the payments of Agency,

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the amount equivalent to the claim amount of sub-contractor/ individual/vendor(s) etc. The same shall be released to the Agency after Agency and labour /supplier/sub-Agency jointly submits a joint written settlement to IGGL.

27.8 The upper age limit is to be considered as on date of LOA.

28.0 FORCE MAJEURE:

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

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Annexure-1

Sub: Statement for the Month of ____, 20__

(1) Name of the Firm/Agency/Service Provider _____
(2) Nature of Contract: Job/ Service _____
(3) Period of Contract: From _____to _____
   a. Extension Period of Contract, if any from _____to _____
   b) Place where contract workmen are working _____
(4) Postal address of the Service Provider: _____
(5) Phone No. of the Service Provider: _____
(6) Fax No. and Email of the Service Provider: _____
(7) Name and Address of PF office from where EPF Code No. has been allotted: _____
(8) EPF Code No. allotted by PF office: _____
(9) Name and Address of ESIC office from where ESI Code No. has been allotted: _____
(10) ESI Code No. allotted by ESIC office: _____
(11) Labour License No. _____ dated _____
(12) Validity period of Labour License from _____to _____
(13) Detail of Resource engaged by the Service Provider:

Category	No. of Resources		Wage paid
	Male	Female	
Technical			
Non-Technical			
Total			

(14) Copy of Wage Register in FORM – B
(15) Details of deposit of contribution towards EPF: a) EPF Challan No. _____Amount _____ Date_____
(16) Details of Deposition of contribution towards ESI a) ESI Challan No. _____Amount _____ Date _____
(17) Whether any arrangement / agreement has been entered with any resource for extending benefits under Inter-state Migrant Workmen (RE&CS) Act, 1979: ___ (Yes / No)
If Yes, No. of such Inter-state Migrant Workers: _____

SIGNATURE OF SERVICE PROVIDER/
AUTHORIZED REPRESENTATIVE

Place:
Date:

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SCOPE OF WORK (SOW)

1. SCOPE OF SERVICES:

1.1 The scope of AGENCY'S SERVICES shall be to provide qualified and experienced personnel on contract basis as are mentioned in ANNEXURE-A as and when requested by IGGL, to assist IGGL in its Pipeline Projects construction activities in different Project sites/ offices anywhere falling in the Pipeline route as follows:

a) Siliguri-Gangtok
b) Dimapur-Kohima-Imphal

1.2 The scope of SERVICES may be increased or decreased by IGGL at any time in accordance with the provisions of this Contract.

1.3 AGENCY understands that IGGL is not bound or committed to utilise any specific number of the AGENCY'S personnel during the contract period, the requirements being purely on as and when required basis.

1.4 Various categories of manpower to be deployed along with requisite qualification & experience and tentative requirement as mentioned in **ANNEXURE-A.** The tentative requirement of manpower in different categories is indicative only and the actual manpower to be deployed may vary from time to time.

2. DURATION OF CONTRACT/EMPANELMENT

The AGENCY shall be empanelled for a period of two years with effect from the date of issue of Fax of Acceptance (FOA) or from the date specified in FOA/LOA.

3. PERFORMANCE OF SERVICES:

3.1 AGENCY warrants that the personnel offered by it under the Contract will be qualified, skilled, experienced and capable of doing work SERVICES, mentioned in the contract and as per IGGL's requirement.

3.2 The resources proposed to be deployed by the Agency should possess the requisite qualification and experience to the satisfaction of IGGL. The contractor shall provide such credentials in proof of the same and obtain necessary permission before deployment.

3.3 AGENCY shall ensure that the resources deployed are:

- Trained, experienced and competent to do the jobs for which they are assigned.
- Well dressed, well groomed, neat, tidy and presentable to a standard reasonably required for the particular service(s) for which they are assigned, and shall wear uniforms in keeping with their positions as will identify and distinguish them.
- Polite, respectful and courteous.

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3.4 The AGENCY may give preference to candidates belonging to the North eastern states having knowledge of written & spoken local languages for execution of the North East Gas Grid project in view of the Hydrocarbon Vision 2030 for North-east India. But taking into account that pipeline Construction activities require highly skilled and professional manpower for supervision, with past experience in pipeline Construction activities; manpower, although preferable to be permanent residents of the NE-States of India, yet can be anywhere from India if local eligible candidates are not available. i.e., In case the AGENCY is not in a position to provide resources of suitable expertise from its existing bench / resource-bank, they may augment their talent pool at its own cost to meet the contract obligation.

3.5 However, a 'Local Coordinator & Liasoning Officer' is required against every spread, along the pipeline routes under Phase-III of NEGG Pipeline Project, to carry out the coordination and liasoning jobs smoothly. It is to be added that the 'Local Coordinator & Liasoning Officer' will be preferred to be a permanent resident of the respective state of the concerned sections of Phase-III, with sufficient knowledge of written & spoken local languages.

3.6 If any of the persons deployed is reported to be not up to the mark in respect of his performance/ behaviour/ conduct, the AGENCY shall immediately withdraw him from the office/site of IGGL where he is deployed and arrange for a suitable replacement immediately so that the work is carried out un-interrupted. No additional payment shall be made to the AGENCY by IGGL for such replacement of personnel.

3.7 In order to meet the job requirement, the persons deployed by the AGENCY may be required to proceed to any location, as requirement of client, as part of the contract obligation.

3.8 AGENCY shall forward to IGGL a copy of the appointment letter issued to its personnel for deploying them in IGGL on contract basis.

3.9 The requirement is on need basis and shall be intimated from time to time. The period of deployment shall initially be as required by IGGL from the date of joining duty. This could be further extended/reduced depending upon the requirement of the job. Provided further that the deployment of personnel shall be co-terminus with the completion of the project for which the personnel is deployed on contract basis or on completion of the contract period whichever is earlier.

3.10 Appointment/Nomination of Supervisor/ co-ordinator: The AGENCY shall engage one Agency Supervisor/ co-ordinator (at their own cost) for smooth execution of the jobs on day to day basis such as contract management, manpower handling, handling of medical emergencies, supply of the materials as per defined scope, maintenance of the documents / labour registers as per factory act and RLC requirement, billing, jobs related to timely

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deposit of PF/ESIC contributions etc. and any other jobs as per instruction of EIC. Details of such co-ordinator like name, address, phone number etc. shall be provided to EIC before starting of the contract. The Supervisor/co-ordinator shall report these details, as and when required by EIC, for review of the jobs. Non-providing of supervisor/co-ordinator will attract a penalty as found feasible by the concerned EIC. All these factors should be considered while quoting this item. No variation in SOR rates against this shall be permitted till completion of the contract.

4. HOLIDAYS AND WORKING HOURS:

4.1 The AGENCY shall deploy the required personnel to provide the requisitioned SERVICES on monthly basis, unless requisitioned for a shorter duration. These personnel shall be entitled to one weekly off; to be scheduled by the AGENCY in consultation with the respective Nodal Officer of IGGL, as well as 11 Closed Office days in a year on account of 03 National Holidays (i.e Republic Day, Independence Day and Mahatma Gandhi's Birth Day) and 08 Festival Holidays (i.e. Holi, Dussehra, ID-ul-Zuha, Diwali, Guru Nanak's Birth Day, Magh Bihu, Rangali Bihu and Christmas Day). They shall observe 8 hours of working per day, to be scheduled by the AGENCY in consultation with the Nodal Officer of IGGL, including working in shifts of 08 defined working hours. Generally, the working hours would be in accordance with those applicable to employees of IGGL at places where SERVICES of such persons would be utilized and nature of duty required.

4.2 The personnel deployed may have to work for extended hours on any working day in order to meet the exigencies of work. For such extended hours of work of minimum 02 hours or more, additional payment shall be made by Agency to its personnel @Rs 250/- per working day for extended hours of work of minimum 02 hours or more for working beyond 8 Hrs of normal working hours on normal working day (maximum 15 days per month) as certified by EIC on the consent of reporting officer of the personnel. AGENCY shall submit expenses in respect of such extended hours of work as stated above, along with their monthly invoices. No direct payment, whatsoever, shall be made to individual AGENCY's personnel by IGGL.

4.3 However, in the event of working on holidays/off days, AGENCY Personnel shall be allowed compensatory off in lieu of those holidays/off days. Compensatory offs will have to be availed by the concerned AGENCY personnel within next 15 days failing which the same will lapse.

5. LEAVE

For each contract personnel, IGGL shall admit payment of absence @1 day for every twenty (20) days of work performed per calendar year on account of leave sanctioned by the AGENCY (on cumulative basis, maximum 15 days over a period of 12 months, at the end of which such cycle for payment of leave period shall start afresh).

i) One day leave can be taken in two half day leaves.

ii) Leave may be accumulated till tenure of the contract but only maximum 12 days leave can be availed at a time. There is no provision for encashment of leave not availed.

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iii) The leave will be granted by the agency on intimation by EIC after obtaining the consent of respective reporting officer.

iv) Leaves may be availed before completion of tenure however cannot be encashed. IGGL shall not be liable to make payment in respect of absence of any such deployed person for any reason whatsoever, save and except as provided in clauses 4 & 5 herein.

6. FIXED EMOLUMENTS:

AGENCY shall pay fixed monthly emoluments with an annual increase in fixed emoluments to the manpower to be deployed on contract basis in IGGL as the rate given below. AGENCY shall include expenses towards fixed monthly emoluments and annual increase in fixed emoluments in their monthly invoices. No direct payment, whatsoever, shall be made to individual AGENCY's personnel by IGGL:

Monthly fixed emoluments:

Sl. No.	State of Deployment	Designation	Experience	Category	Monthly Fixed Emolument
1	Nagaland and Manipur	Project Engineer/ Spread In-Charge	5 years [with minimum 3 years' experience in Pipeline Construction activities]	Executive	₹ 62,443
2		Assistant Project Engineer [with Level 2 certification in Radiography]	*For Full-time Bachelor Degree in Engineering:* 02 years [with minimum 1 year experience in Pipeline Construction activities] **Required Level 2 certification in Radiography** OR *For Full-time Diploma in Engineering:* 04 years [with minimum 02 years' experience in Pipeline Construction activities] **Required Level 2 certification in Radiography**	Executive	₹ 51,631
3		Assistant Project Engineer	*For Full-time Bachelor Degree in Engineering:* 02 years [with minimum 1 year experience in Pipeline Construction activities] OR *For Full-time Diploma in Engineering:* 04 years [with minimum 02 years' experience in Pipeline Construction activities]	Executive	₹ 51,631

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4		Local Coordinator & Liasoning Officer	Not Applicable	Non-Executive	₹ 31,300
5	West Bengal and Sikkim	Project Engineer/ Spread In-Charge	5 years [with minimum 3 years' experience in Pipeline Construction activities]	Executive	₹ 52,443
6		Assistant Project Engineer [with Level 2 certification in Radiography]	*For Full-time Bachelor Degree in Engineering:* 02 years [with minimum 1 year experience in Pipeline Construction activities] **Required Level 2 certification in Radiography** OR *For Full-time Diploma in Engineering:* 04 years [with minimum 02 years' experience in Pipeline Construction activities] **Required Level 2 certification in Radiography**	Executive	₹ 41,631
7		Assistant Project Engineer	*For Full-time Bachelor Degree in Engineering:* 02 years [with minimum 1 year experience in Pipeline Construction activities] OR *For Full-time Diploma in Engineering:* 04 years [with minimum 02 years' experience in Pipeline Construction activities]	Executive	₹ 41,631
8		Local Coordinator & Liasoning Officer	Not Applicable	Non-Executive	₹ 27,300

a. Annual increase in fixed emoluments: 8% increase in Fixed emoluments will be provided on cumulative basis after successful completion of each one-year deployment period by Agency personnel in IGGL.

7. ACCOMMODATION & CONVEYANCE:

Standard Camp facilities shall be provided by IGGL for lodging, boarding and Conveyance for the manpower. In case of non-availability of camp facilities, additional allowances of Rs 8000/- pm (i.e. Rs 5000/- pm for accommodation only on production of actual bill or self-certification for own house & Rs 100/- per day for conveyance) to the executives and Rs 7000/- pm (i.e. Rs 4000/- pm for accommodation only on production of actual bill or self-certification for own house and Rs 100/- per day for conveyance) to the Non-executives towards accommodation and conveyance shall be provided to each such Agency personnel by the Agency. No direct payment, whatsoever, shall be made to individual AGENCY's personnel by IGGL.

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8. SECRECY:

The personnel deployed to work at any of the offices/ sites of IGGL shall discharge their duty and responsibility with due sincerity & care and shall observe complete confidentiality in respect of all information, data, technical information/ knowledge pertaining to and/ or owned by IGGL and/ or any party associated with IGGL in respect of the job in any capacity or relationship, and shall not disclose any such information, drawing, design, report, etc., in part or in full, to anybody without explicit authorization and/ or instruction of Competent Authority/ respective Controlling Officer of IGGL. The AGENCY shall furnish an undertaking to this effect signed by each such deployed person, countersigned by the authorized representative of the AGENCY.

9. COMPLIANCE BY THE AGENCY & AGENCY PERSONNEL:

9.1 All drawings, documents, data, specifications, standards, manuals etc. issued or made available to AGENCY's personnel shall be used only for the performance of SERVICES as explained to the AGENCY's personnel and shall be returned by AGENCY's personnel to IGGL without retaining any copies thereof.

9.2 AGENCY'S personnel shall follow the applicable safety rules of IGGL and be responsible for the security and protection of any of IGGL's materials and equipment being used by AGENCY or its personnel in the performance of the SERVICES and shall take all reasonable precautions to protect such materials and equipment from loss or damage. AGENCY shall be held accountable for all such materials and equipment not consumed or used in providing the SERVICES.

9.3 AGENCY and its PERSONNEL shall comply with the health, safety & security rules and regulations of IGGL including any subsequent changes or instructions whenever applicable as may be issued from time to time.

9.4 Unless otherwise specified in the Contract or agreed between the parties, AGENCY shall be solely responsible for and, where applicable, shall provide at its own cost and expense all facilities as may be required for its personnel to perform the SERVICES. Without prejudice to AGENCY's responsibility to ensure that each of its employees satisfy all statutory and other requirements to perform SERVICES assigned by IGGL, IGGL will, upon written request, provide such assistance to AGENCY's personnel deployed in IGGL as may be reasonably required by them for arranging such facilities.

9.5 AGENCY shall have no claim for extra payment nor shall be relieved from its obligation under the Contract as a result of any lack of knowledge as to the nature of the work site, local facilities, labour conditions and practices or similar matters affecting performance of the SERVICES.

9.6 If IGGL so demands in writing, AGENCY shall promptly remove from the performance of SERVICES, at AGENCY's own cost, any of its personnel who are not cooperative, are careless or are not qualified to perform the work assigned to them or for any other reasonable cause. AGENCY shall, at its own cost, provide acceptable substitutes, if so, requested by IGGL. If AGENCY desires to remove any of its personnel for any reason whatsoever, he shall do so only with prior consent of IGGL, at its own cost and only after providing suitable substitute acceptable to IGGL.

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9.7 If it is desired to discontinue the SERVICES of any of personnel deployed by the AGENCY in IGGL, it will be so by giving 30 days' notice on either side or by mutual consent. If, however, discontinuance of any of AGENCY personnel is considered necessary for reasons of unsatisfactory performance/ misconduct, no notice shall be required. IGGL may require his replacement by a competent person at the cost of the AGENCY. No payment for travel for going back, etc. shall be payable.

9.8 AGENCY shall keep full and detailed accounts and records of costs and charges relating to the Contract. IGGL shall have the right to examine during business hours at all places where SERVICES are performed or relevant information is maintained, any document, accounts, records, reports etc., which pertain to SERVICES in order to satisfy itself that: -

- The charges made by AGENCY are properly computed in accordance with the provisions of Contract.
- AGENCY has complied with all agreed procedures.

10. PAYMENT TOWARDS SERVICES

10.1 In consideration of the SERVICES provided by AGENCY pursuant to the Contract, IGGL shall pay to AGENCY such remuneration as is specified or computed in accordance with the provisions of Schedule of Rates.

10.2 The number of hours put in by AGENCY personnel shall be booked in IGGL prescribed Time Sheets as instructed by IGGL officers supervising the work who will approve the Time Sheets. AGENCY shall submit monthly invoice along with supporting documents including IGGL approved time sheets, PF/ ESI Challan (if applicable), GST Challan (if any), Proof of Payment made to the AGENCY's personnel. Payment shall be made by IGGL within thirty (30) days after receipt of invoice with complete documents. Payment for part of the month will be calculated on pro-rata basis depending upon the actual days worked in particular calendar month.

10.3 All payments to AGENCY under the Contract will be made by cheque or direct transfer to a bank nominated by AGENCY and acceptable to IGGL. AGENCY shall give the name of the bank and account number for the purpose of making payments by IGGL. GST, as applicable, shall be reimbursed as per actual on the basis of cenvatable document.

11. AGENCY'S REPRESENTATIVES, RECORDS AND REPORTS

11.1 Upon coming into force of this CONTRACT, AGENCY shall designate a competent authorized representative acceptable to IGGL to represent and act for and on behalf of AGENCY in all matters concerning performance of SERVICES and shall inform IGGL in writing of the name and address of such representative. All notices, determinations, directions, instructions and other communications given to AGENCY'S authorized representative by IGGL shall be deemed to be given to AGENCY. AGENCY may change its authorized representative, if required, as per prior intimation in writing.

11.2 AGENCY shall maintain a record of the SERVICES performed, as well as of the personnel assigned to carry out the relevant SERVICES.

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12. LIABILITY, INDEMNITY AND INSURANCE

12.1 AGENCY and its personnel shall exercise all reasonable skill, care and diligence in the discharge of their obligations under this CONTRACT. AGENCY shall in any case of negligence or default on part of its personnel, be responsible for satisfactory performance or re-performance, as the case may be, of such SERVICES as are found to be defective, at no cost to IGGL and without delay, whatever performance or re-performance of the SERVICE is required by IGGL which is a result of error/ default/ negligence of its employees. Such liability/ obligation shall remain in force for 3 months from the receipt of completion certificate from IGGL.

12.2 AGENCY shall indemnify IGGL, its employees and agents and hold them harmless from and against all claims, actions or proceedings brought or instituted against any of them by AGENCY's personnel or agents or any other party arising out or relating to the performance of the SERVICES by the AGENCY, for injury or death to its personnel and damage or loss to its property.

12.3 AGENCY shall indemnify IGGL and hold it harmless from and against any liability for any accident, death or injury to AGENCY's employees or agents and against any loss or damage to any property belonging to AGENCY, its employees or agents caused by IGGL, its employees or agents arising out of or in connection with the performance of the SERVICES and such indemnity and holding harmless shall extend to all costs, claims, demands and damages connected with such liability, loss or damage as aforesaid.

12.4 During the performance of SERVICES hereunder, AGENCY shall take out, carry and comply with the applicable laws, regulations, standards and safety rules prevailing at the place of deployment, some of them as listed below: -

i. Ensuring that appropriate insurance, as required by law exists for workman's compensation, employer's liability, public liability, motor-vehicle, third party and that adequate cover extending to the risk and events referred to in this clause covering all employees of AGENCY for statutory benefits as set out and required by local law in the area of operation or area in which AGENCY may become legally obliged to pay benefits for bodily injury or death. The AGENCY is required to take Group Personal Accident Insurance (GPAI) for each of their personnel deployed in IGGL. AGENCY shall submit copy of the documentary evidence to this effective (along with list of personnel) at the time of raising 1st invoice and whenever required by IGGL.

ii. IGGL shall have no responsibility whatsoever for any loss of or damage to any property or personnel effects belonging to AGENCY's employees or agents. Without limitation to AGENCY's obligations and responsibilities for the period of contract, AGENCY shall cause its insurers to waive rights of subrogation against IGGL and IGGL's Clients.

12.5 AGENCY shall submit the copies of insurance policies and make available to IGGL, for examination, the original policies issued in compliance with this requirement.

12.6 All deduction or liabilities in excess of the indemnities provided under the insurances arranged by AGENCY as required herein above shall be to the account of and be paid by AGENCY.

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13. HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

13.1 SCOPE

These specifications establish the 'Health, Safety and Environment [HSE] Management' requirement to be complied with by the Contractors during executing their Job. Requirements stipulated in these specifications shall supplement the requirements of 'HSE Management' given in relevant act(s) / legislation(s).

13.2 REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT [HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS

13.2.1 Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.

13.2.2 The Contractor shall ensure that the IGGL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites/offices.

13.2.3 Contractor shall promote & develop consciousness for health, safety & environment among all personnel. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.

13.2.4 Non-conformance of 'HSE' by the Contractor and it's persons deployed in IGGL under the contract, as brought out during review/audit by IGGL/ external agency authorized by IGGL, shall be complied by Contractor and its report to be submitted to IGGL.

13.2.5 Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance or continuous failure in implementation of any of the 'HSE' provisions, IGGL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with IGGL.

13.2.6 All fatal accidents and other personnel accidents shall be investigated for root cause by IGGL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions by the Contractors to avoid recurrence of such incidences.

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13.2.7 Contractor shall ensure that all the deployed manpower at IGGL, shall wear appropriate 'Personal Protective Equipment [PPEs]' as per job requirements. All the PPEs shall conform to relevant IS specifications or equivalent.

13.2.8 Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.

13.2.9 Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Wherever required, Contractor shall ensure that only the environment-friendly materials are used.

13.2.10 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge of dispose of any such materials without the express authorization of IGGL.

13.3 **PERIODICAL MEDICAL EXAMINATIONS/ HEALTH CHECK-UP OF CONTRACT WORKERS**:

Contractor to undertake Periodical Medical Examinations / Health Check-up of all contract workers as per the provisions of the Factories Act-1948 and the respective state rules made there under & submit health check-up report to EIC & HR Department of IGGL.

Annexure-A

Manpower Requirement for Supervision of Pipeline Construction Activities					
Sl. No.	**Designation**	**Qualification Criteria & Experience**	**Age Limit (Years)**	**Tentative Requirement (Nos.)**	
				Year-1	**Year-2**
1	Project Engineer/ Spread In-Charge	Full time Bachelor Degree in Engineering with minimum 05 (Five) years post qualification experience; with minimum 3 years' experience in Pipeline Construction activities	40	8	8
2	Assistant Project Engineer [With Level 2 certification in Radiography]	Full time Bachelor Degree in Engineering with minimum 02 (Two) years post qualification experience; with minimum 1 (one) year experience in Pipeline Construction activities. Required Level 2 certification in Radiography OR Full time Diploma in Engineering with minimum 04 (Four) years post qualification experience; with minimum 02 (Two) years' experience in Pipeline Construction activities. Required Level 2 certification in Radiography	35	8	8
3	Assistant Project Engineer	Full time Bachelor Degree in Engineering with minimum 02 (Two) years post qualification experience; with minimum 1 (one) year experience in Pipeline Construction activities. OR Full time Diploma in Engineering with minimum 04 (Four) years post qualification experience; with minimum 02 (Two) years' experience in Pipeline Construction activities.	35	16	16
4	Local Coordinator & Liasoning Officer	Full time Graduate (in any discipline) having knowledge of written & spoken local languages; along with good communication and liasoning skills. Experience: Not Applicable	55	8	8

Note: AGENCY understands that IGGL is not bound or committed to utilise any specific number of the AGENCY'S personnel during the contract period, the requirements being purely on 'as and when required' basis

SECTION-VII

PRICE SCHEDULE

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SCHEDULE OF RATES (SOR)

SUB: HIRING OF SERVICES FOR PROVIDING PROFESSIONAL MANPOWER FOR SUPERVISION OF PIPELINE CONSTRUCTION ACTIVITIES IN PHASE-III OF NEGG PIPELINE PROJECT.

Tender No.: IGGL/GHY/C&P/PROJ/PMP/08-22(E –TENDER NO. IGGL-100038)

Name of Bidder: M/s_____

Sl. No.	Description	Unit	Quantity	Rate (INR)	Amount (INR)
A	Total Fixed Wages for 02 years, with the Annual Increment of 8% [without considering the 24.58% of Contributions for PF contribution including Employee Deposit Linked Insurance (EDLI) & Administrative Charges] *[Refer to "Annexure-I to SOR" for detailed break-up]*	LSM	1.00	4,52,54,658.34	4,52,54,658.34
B	Total Fixed Wages for 02 years, with the Annual Increment of 8% [considering the 24.58% of Contributions for PF contribution including Employee Deposit Linked Insurance (EDLI) & Administrative Charges] *[Refer to "Annexure-I&II to SOR" for detailed break-up]*	LSM	1.00	5,63,78,253.36	5,63,78,253.36
C	Compensation @₹250/- per working day for extended hours of work of minimum 02 hours or more for working beyond 8Hrs normal working hours on normal working day in project sites for maximum 15 days	Man-Days	14,400.00	250.00	36,00,000.00
D	Service Charge (Contractor's service charge is applicable only on Monthly Fixed Emolument and compensation for extra hours duty) @ % (to be quoted) on item no. A & C *[Refer to "Annexure-I to SOR" for details]*	LSM	4,88,54,658.34	***Percentage to be quoted by the bidder***	-
E	TOTAL (without GST) E= B+C+D				
F	18% GST [GST is applicable on Monthly Fixed Emolument, 24.58% of Monthly Fixed emolument, compensation for extra hours duty and Contractor's service charge] i.e. on item no. B, C & D; F=18%*E				-
G	Miscellaneous Expenditures ON ACTUALS *[Refer to "Annexure-II to SOR"]*	LSM	86,88,000.00	1.00	86,88,000.00
H	**Grand Total (with 18% GST); H=E+F+G**				

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NOTE TO BIDDERS:

1) **Bidder will quote for the SERVICE CHARGE in percentage only in the BoQ, provided in the E-tendering portal.**
2) **Service Charge quoted by the bidder should be more than zero & service charge quoted in negative shall lead to rejection of bid.**
3) The Schedule of Rates shall be read in conjunction with all sections/provisions of the tender.
4) The requirement is on need basis i.e., manpower will be deployed by the contractor as & when required basis on advice from EIC/concern officer of IGGL.
5) Bidders are requested to submit the blank SOR with "QUOTED / NOT QUOTED" remarks along with the un-priced bid without mentioning any price/rate.
6) "Annexures-I & II to SOR" must be referred for detailed break-up.
7) The 'Miscellaneous Expenditure' against every head, mentioned in 'Annexure-II to SOR', depicts the maximum admissible amount.

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Annexure-I to SOR

Sl. No.	State of Deployment	Designation	Total Qty (for both years same)	Man-month for 1st Year (A)	Basic Pay (B)	Fixed Emolument for 1st Year (C=A*B)	Man-month for 2nd Year (D)	Fixed Emolument for 2nd Year [Considering Annual Increment of 8%] [without considering 24.58%] (E=1.08*B*D)	Cumulative Fixed Emoluments for 02 years [Considering Annual Increment of 8%] [without considering 24.58%] (F=C+E)	Compensation @₹250/- per working day for extended hours of work of minimum 02 hours or more for working beyond 8Hrs normal working hours on normal working day in project sites for maximum 15 days (G=250*15*(A+B))	Total Amt. on which Service Charge(%) is to be quoted [Contractor's service charge is applicable only on Monthly Fixed Emolument and compensation for extra hours duty] (H=F+G)	Total Wage for 1st Year [Considering 24.58% on Monthly Fixed emolument] (I)	Total Wage for 02 years with Annual Increment of 8% [Considering 24.58% on Monthly Fixed emolument] (J)	Total Amt. on which GST is applicable [18%GST is applicable on Monthly Fixed Emolument, 24.58% of Monthly Fixed emolument, compensation for extra hours duty and Contractor's service charge]
1	Nagaland and Manipur	Project Engineer/ Spread In-Charge	4	48	62,443.02	29,97,265.09	48	32,37,046.29	62,34,311.38	3,60,000.00	65,94,311.38	37,33,992.84	77,66,705.12	= J + G+ %Service Charge*H
2		Assistant Project Engineer [with Level 2 certification in Radiography]	4	48	51,630.96	24,78,286.18	48	26,76,549.08	51,54,835.26	3,60,000.00	55,14,835.26	30,87,448.93	64,21,893.77	
3		Assistant Project Engineer	8	96	51,630.96	49,56,572.37	96	53,53,098.16	1,03,09,670.53	7,20,000.00	1,10,29,670.53	61,74,897.86	1,28,43,787.54	
4		Local Coordinator & Liasoning Officer	4	48	31,300.00	15,02,400.00	48	16,22,592.00	31,24,992.00	3,60,000.00	34,84,992.00	18,71,689.92	38,93,115.03	

5	West Bengal and Sikkim	Project Engineer/ Spread In-Charge	4	48	52,443.02	25,17,265.09	48	27,18,646.29	52,35,911.38	3,60,000.00	55,95,911.38	31,36,008.84	65,22,898.40	
6		Assistant Project Engineer [with Level 2 certification in Radiography]	4	48	41,630.96	19,98,286.18	48	21,58,149.08	41,56,435.26	3,60,000.00	45,16,435.26	24,89,464.93	51,78,087.05	
7		Assistant Project Engineer	8	96	41,630.96	39,96,572.37	96	43,16,298.16	83,12,870.53	7,20,000.00	90,32,870.53	49,78,929.86	1,03,56,174.10	
8		Local Coordinator & Liasoning Officer	4	48	27,300.00	13,10,400.00	48	14,15,232.00	27,25,632.00	3,60,000.00	30,85,632.00	16,32,496.32	33,95,592.35	
			Total	**480**			**480**		**4,52,54,658.34**	**36,00,000.00**	**4,88,54,658.34**	**2,71,04,929.50**	**5,63,78,253.36**	

Total Amt. on which Service Charge is to be quoted	**4,88,54,658.34**

Annexure-II to SOR

(A)	**Monthly Total Wages consist of following:-** Monthly Fixed emoluments as per (i) clause 6.0 of Scope of Work and (ii) 24.58% of monthly Fixed emoluments [i.e. EPF: 12%, EDLI: 1%, Workman Compensation Insurance: 3.25%, Ex Gratia/Incentive: 8.33%]									
Sl. No.	**State of Deployment**	**Designation**	**Total Quantity (No.)**	**Fixed Pay**	**24.58% of monthly Fixed emoluments [i.e. EPF: 12%, EDLI: 1%, Workman Compensation Insurance: 3.25%, Ex-Gratia/Incentive: 8.33%]**	**Quantity in 1st year (Man-month)**	**Total Wage for 1st year**	**Quantity in 2nd year (Man-month)**	**Total Wage for 2nd year**	**Total Wage for 2 years**
			A	**B**	**C=0.2458XB**	**D**	**E=D X (B+C)**	**F**	**G= E X 1.08**	**H= E + G**
1	**Nagaland and Manipur**	Project Engineer/ Spread In-Charge	4	62,443.02	15,348.49	48.00	37,33,992.84	48.00	40,32,712.27	77,66,705.12
2		Assistant Project Engineer [with Level 2 certification in Radiography]	4	51,630.96	12,690.89	48.00	30,87,448.93	48.00	33,34,444.84	64,21,893.77
3		Assistant Project Engineer	8	51,630.96	12,690.89	96.00	61,74,897.86	96.00	66,68,889.69	1,28,43,787.54
4		Local Coordinator & Liasoning Officer	4	31,300.00	7,693.54	48.00	18,71,689.92	48.00	20,21,425.11	38,93,115.03
5	**West Bengal and Sikkim**	Project Engineer/ Spread In-Charge	4	52,443.02	12,890.49	48.00	31,36,008.84	48.00	33,86,889.55	65,22,898.40
6		Assistant Project Engineer [with Level 2 certification in Radiography]	4	41,630.96	10,232.89	48.00	24,89,464.93	48.00	26,88,622.12	51,78,087.05
7		Assistant Project Engineer	8	41,630.96	10,232.89	96.00	49,78,929.86	96.00	53,77,244.25	1,03,56,174.10
8		Local Coordinator & Liasoning Officer	4	27,300.00	6,710.34	48.00	16,32,496.32	48.00	17,63,096.03	33,95,592.35
									TOTAL	**5,63,78,253.36**

Estimated expense for additional payment towards extra hours of work @₹250/- per working day for extended hours of work of minimum 02 hours or more for working beyond 8Hrs normal working hours on normal working day in project sites for maximum 15 days		**36,00,000.00**
Miscellaneous Expenditure	Estimated expense for Accommodation & Conveyance at project sites in case of non-availability of camp & vehicle facilities @₹8000/- pm (₹5000 for accommodation and ₹100 per day i.e. ₹3000 for conveyance) to the Executives and ₹7000/- pm (₹4000 for accommodation and ₹100 per day i.e. ₹3000 for conveyance) to the Non-executives towards accommodation and conveyance	**86,88,000.00**
	Estimated expense for Relocation Expense in case of relocation from one project to another @₹10,000/-	
	PPE	
Estimated expense for TA/DA on tour		
Hotel Accommodation & DA		**At par actual**
Travelling expenditure		**At par actual**
Local conveyance expenditure		**At par actual**
GRAND TOTAL IN INR		**6,86,66,253.36**

SECTION-VIII

ATTACHMENTS

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ATTACHMENT- I

PROFORMA FOR CONTRACT AGREEMENT

LOA No/PO No.: IGGL/

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

WHEREAS

A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.

B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General

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Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

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

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

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

2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

   AND

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

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It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

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

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

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

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

Date: _____

Date: _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____