



ENGAGING AN AGENCY FOR RECONNAISSANCE SURVEY, DETAILED ENGINEERING SURVEY, GEO-TECHNICAL INVESTIGATION, CADASTRAL SURVEY, PROVIDING SERVICES FOR ESTABLISHING ROU & OBTAINING DIFFERENT PERMISSIONS FOR LAST MILE CONNECTIVITY OF NEGG NETWORK & OTHER PROPOSED PIPELINE ON RATE CONTRACT BASIS

**TENDER NO.: IGGL/GHY/C&P/PROJ/SURARC/11-23
(E –TENDER NO: IGGL-100054)**

DOMESTIC COMPETITIVE BIDDING THROUGH OPEN E-TENDERING

**Issued by
INDRADHANUSH GAS GRID LIMITED (IGGL)
(A Public Limited Company)**

7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam

ATTENTION

THIS IS AN ELECTRONIC TENDER

***For Participation in this tender please visit the web site: [Govt. CPP Portal -
https://etenders.gov.in](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/SURARC/11-23

Date: 21.11.2023

To,
Prospective Bidders

SUB: ENGAGING AN AGENCY FOR RECONNAISSANCE SURVEY, DETAILED ENGINEERING SURVEY, GEO-TECHNICAL INVESTIGATION, CADASTRAL SURVEY, PROVIDING SERVICES FOR ESTABLISHING ROU & OBTAINING DIFFERENT PERMISSIONS FOR LAST MILE CONNECTIVITY OF NEGG NETWORK & OTHER PROPOSED PIPELINE ON RATE CONTRACT BASIS

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	ENGAGING AN AGENCY FOR RECONNAISSANCE SURVEY, DETAILED ENGINEERING SURVEY, GEO-TECHNICAL INVESTIGATION, CADASTRAL SURVEY, PROVIDING SERVICES FOR ESTABLISHING ROU & OBTAINING DIFFERENT PERMISSIONS FOR LAST MILE CONNECTIVITY OF NEGG NETWORK & OTHER PROPOSED PIPELINE ON RATE CONTRACT BASIS				
(B)	TENDER NO. & DATE	IGGL/GHY/C&P/PROJ/SURARC/11-23 dated 21.11.2023. (E-Tender No. IGGL-100054)				
(C)	TYPE OF BIDDING SYSTEM	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">SINGLE BID SYSTEM</td> <td style="width: 50%; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>TWO BID SYSTEM</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	SINGLE BID SYSTEM	<input type="checkbox"/>	TWO BID SYSTEM	<input checked="" type="checkbox"/>
SINGLE BID SYSTEM	<input type="checkbox"/>					
TWO BID SYSTEM	<input checked="" type="checkbox"/>					
(D)	TYPE OF TENDER	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">E-TENDER</td> <td style="width: 50%; text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>MANUAL</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>E-TENDER NO: IGGL-100054</p>	E-TENDER	<input checked="" type="checkbox"/>	MANUAL	<input type="checkbox"/>
E-TENDER	<input checked="" type="checkbox"/>					
MANUAL	<input type="checkbox"/>					
(E)	COMPLETION/CONTRACT PERIOD	FIRM ORDER ON THE BASIS OF RATE CONTRACT CAN BE PLACED ANY TIME WITHIN 3 YEARS FROM FOA. COMPLETION SCHEDULE OF INDIVIDUAL WORK AFTER PLACEMENT OF FIRM ORDER SHALL BE AS MENTIONED IN SPECIAL CONDITIONS OF CONTRACT.				

(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	<input checked="" type="checkbox"/>
		NOT APPLICABLE	<input type="checkbox"/>
		EMD amount: INR 16.54 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: 21.11.2023 to 12.12.2023 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	Date: 28.11.2023 Time: 11:30 HRS Venue: IGGL Office, 7 th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, ASSAM/ONLINE (Refer Clause 17.0 of Instruction to Bidders)	
(I)	DUE DATE & TIME OF BID-SUBMISSION	Date : 12.12.2023 Time : 14:00 HRS.	
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 13.12.2023 Time : 14:00 HRS	
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	1) Name: Mr. Kulajit Talukdar Designation: General Manager (C&P) Phone No.: 9531101226/8 E-mail: kulajit.talukdar@iggl.co.in 2) Name: Mr. Santanu Bhattacharyya, Designation: Senior Manager (C&P) Phone No.: 9531101228/6 E-mail: santanu.bhattacharyya@iggl.co.in 3)Name: Mr. Debashish Boruah Designation: Senior Officer (C&P) Phone No.: 9531101228/6 E-mail: debashish.boruah@iggl.co.in	
(L)	DEALING IGGL'S OFFICE ADDRESS	INDRADHANUSH GAS GRID LIMITED 7 th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam	

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
 - (iii) Line of Credit (If applicable)
 - (iv) Integrity Pact (Applicable)
- 5.0 In case of Manual Tenders, bids complete in all respect should reach at the address specified in Bidding 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 quote 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 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 : Kulajit Talukdar
Designation : GM (C&P)
E-mail ID : kulajit.talukdar@iggl.co.in
Contact No. : 9531101226/8

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DO NOT OPEN - THIS IS A QUOTATION

Tender Document No. : IGGL/GHY/C&P/PROJ/SURARC/11-23 (E-TENDER NO. IGGL-100054)

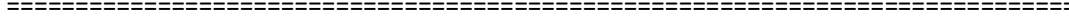
Description : ENGAGING AN AGENCY FOR RECONNAISSANCE SURVEY, DETAILED ENGINEERING SURVEY, GEO-TECHNICAL INVESTIGATION, CADASTRAL SURVEY, PROVIDING SERVICES FOR ESTABLISHING ROU & OBTAINING DIFFERENT PERMISSIONS FOR LAST MILE CONNECTIVITY OF NEGG NETWORK & OTHER PROPOSED PIPELINE ON RATE CONTRACT BASIS

Due Date & Time : 12.12.2023 at 14:00 hrs.

From: **To:**

.....	GM (C&P) IGGL, 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam PHONE: :9531101226/8
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{To be pasted on the envelope containing Bid (in case of Manual Tendering)/ Physical documents (in case of e-Tendering)}



SECTION-II

BID EVALUATION CRITERIA (BEC) & EVALUATION METHODOLOGY

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

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

1.0 BID EVALUATION CRITERIA (BEC):

1.1 BEC (TECHNICAL)

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

*Similar works	Minimum Work Order Value		
	I (or)	II (or)	III
The Bidder shall have experience of Reconnaissance Survey or Detailed Engineering Survey or Cadastral Survey or Geo-technical Investigation or Services for establishing RoU in RoW or Services for obtaining permission or any combination of these works. These works should have been performed for hydrocarbon pipeline only.	One (1) similar completed work costing not less than Rs.2.21 Crore	Two (2) similar completed works costing not less than Rs.1.38 Crore each	Three (3) similar completed works costing not less than Rs.1.10 Crore each

Note 1:

- (i) In case the bidder is executing a rate contract which is still running and the contract value executed till one day prior to the due date of submission of the bid is equal to or more than the minimum prescribed value as mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work/supply execution certificate to this effect issued by the end user/owner/authorized consultant.
- (ii) A job executed by a Bidder for its own plant/ projects/study cannot be considered as experience for the purpose of meeting the requirement of BEC of the tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by statutory auditor of the Bidder towards payments of statutory taxes in support of the job executed for the Subsidiary/Fellow subsidiary/Holding company. Such Bidder should submit these documents in addition to the documents specified in the bidding document to meet BEC.

1.2 BEC (FINANCIAL):

- i) **Average Annual Turnover:** The minimum average annual turnover achieved by the bidder as per their audited financial results of the preceding three financial years should be **Rs.1.38 Crore**.
- ii) **Net Worth:** The Net Worth of the bidder should be positive for the preceding audited financial year.
 - a. **Working Capital:** The minimum working capital of the bidder for the preceding audited financial year should be **Rs.0.28 Crore**.

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NOTE 2:

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

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, a banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder.

The bank shall be required to issue the letter for declaration/ certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc.

- b) **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 Sept. of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September of the relevant financial year and audited financial results of the immediate 3 preceding financial years are not available, the audited financial results of the 3 years immediately prior to that will be considered.

In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.

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

➤ **GENERAL CRITERIA:**

- a) Bids from Consortium / Joint Venture shall not be accepted.
- b) In absence of requisite documents, IGGL reserve the right to reject the bid without making any reference to the bidder.
- 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.

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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>

1.4 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. After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation.

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 sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation.

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

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

NOT APPLICABLE

1.6 DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC

(A) BEC-Technical:

I) Detailed work order/agreement along with detailed Schedule of Rates (SOR)

II) Completion certificate / Execution certificate issued by end user.

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Note:

- i. LOA/Work order must contain nature of work/services, contract period and value.
- ii. The completion certificates shall have details like Full address of client, officer issuing certificate, work order no. /date, actual value of executed work, brief scope of work, completion date etc.
- iii. In case the bidder(s) are executing similar works and the contract has not been completed in entirety, they may submit execution certificate from the EIC stating the value of work completed upto one day prior to the bid due date. The execution certificate should have the contact details of the person issuing the certificate with valid email ID. IGGL may take separate confirmation from EIC in this regard and may not consider cases where no confirmation has been received.

(B) BEC-Financial:

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

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(A)

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

i) Technical Criteria of Bid Evaluation Criteria (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 Bid Evaluation Criteria (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.**

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

Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also be considered. In such

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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.

Note:

- 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 1.10 as below shall be applicable to above supporting company also.

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1.9 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.

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

1. OM no. 7/10/2021-PPD (1) dated 23.02.2023, 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. 4) dated 23.02.2023.

Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

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.
- Note:
- (i) A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
 - (ii) However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]
- 7. "Transfer of Technology"** means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.).
- 8. "Specified Transfer of Technology"** means a transfer of technology in the sectors and/or technologies specified at Schedule-I, II & 3 of this order.

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9. SUBMISSION OF CERTIFICATE IN BIDS:

Bidder shall submit a certificate in this regard as Form-I-A.

For cases falling under the category of Transfer of Technology, Bidder shall submit a certificate in this regard as Form-I-B.

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.

- 10.** 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.

1.11 BID EVALUATION METHODOLOGY:

- i)** Bidder must quote for all items as defined in the price bid/BoQ, else the bid shall not be considered for further evaluation.
- ii)** The price bids of only techno-commercially acceptable bidders shall be opened and will be considered for evaluation.
- iii)** As the tendered items are non-splitable / non-divisible, evaluation shall be done on overall basis (i.e., L1 position shall be found out on overall least cost to owner basis including GST) and complete order shall be placed on a single agency.
- iii)** To arrive at the lowest-evaluated bid, the evaluation of all techno-commercially acceptable bids shall be carried out as under:
 - a.** Total quoted price including all taxes & duties including GST for entire scope of work, after arithmetic check.
 - b.** Purchase preference, pursuant to relevant Clause of tender, if applicable.
- iv)** In case of a tie at the lowest bid (L1) position, the order/LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year.

Notes:

- 1) Work centre/Project is entitled to avail Tax Credit of GST (CGST & SGST/UTGST or IGST) and there is certainty at the time of bid evaluation about the quantum of input tax credit available for the tendered services/works:
The input credit of GST (CGST & SGST/UTGST or IGST) shall be considered for evaluation of bids.
- 2) Work Centre/Project cannot avail/take the credit of GST (CGST & SGST/UTGST or IGST) or there is uncertainty at the time of bid evaluation about the quantum of input tax credit available for the tendered services/ works:
The bids will be evaluated based on total price including applicable GST (CGST & SGST/ UTGST or IGST).
- 3) In case any unregistered bidder is submitting their bid, Bids will be evaluated as per quoted prices without loading of GST (CGST & SGST/UTGST or IGST), if not quoted.

UNDERTAKING ON LETTERHEAD

To,
M/s Indradhanush Gas Grid Limited (IGGL)

SUB: ENGAGING AN AGENCY FOR RECONNAISSANCE SURVEY, DETAILED ENGINEERING SURVEY, GEO-TECHNICAL INVESTIGATION, CADASTRAL SURVEY, PROVIDING SERVICES FOR ESTABLISHING ROU & OBTAINING DIFFERENT PERMISSIONS FOR LAST MILE CONNECTIVITY OF NEGG NETWORK & OTHER PROPOSED PIPELINE ON RATE CONTRACT BASIS

TENDER NO: IGGL/GHY/C&P/PROJ/SURARC/11-23

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 (✓) above).

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

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

UNDERTAKING ON LETTERHEAD

(Applicable in case of Transfer of Technology cases only)

To,
M/s Indradhanush Gas Grid Limited (IGGL)

SUB: ENGAGING AN AGENCY FOR RECONNAISSANCE SURVEY, DETAILED ENGINEERING SURVEY, GEO-TECHNICAL INVESTIGATION, CADASTRAL SURVEY, PROVIDING SERVICES FOR ESTABLISHING ROU & OBTAINING DIFFERENT PERMISSIONS FOR LAST MILE CONNECTIVITY OF NEGG NETWORK & OTHER PROPOSED PIPELINE ON RATE CONTRACT BASIS

TENDER NO: IGGL/GHY/C&P/PROJ/SURARC/11-23

Dear Sir

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

(i) Does not have ToT with such a country []

(ii) If having ToT 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 (✓) above).

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

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

Schedule-I

List of Category-I Sensitive Sectors:

Sr. No.	Sector
(i)	Atomic Energy
(ii)	Broadcasting/ Print and Digital Media
(iii)	Defence
(iv)	Space
(v)	Telecommunications

Schedule-II

List of Category-II Sensitive Sectors:

Sr. No.	Sector
(i)	Power and Energy (including exploration/ generation/ transmission/ distribution/ pipeline)
(ii)	Banking and Finance including Insurance
(iii)	Civil Aviation
(iv)	Construction of ports and dams & river valley projects
(v)	Electronics and Microelectronics
(vi)	Meteorology and Ocean Observation
(vii)	Mining and extraction (including deep sea projects)
(viii)	Railways
(ix)	Pharmaceuticals & Medical Devices
(x)	Agriculture
(xi)	Health
(xii)	Urban transportation

Schedule-3

List of Sensitive Technologies

Sr. No.	Sensitive Technologies
(i)	Additive Manufacturing (e.g. 3D Printing)
(ii)	Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
(iii)	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
(iv)	Chemical Technologies
(v)	Biotechnologies including Genetic Engineering and Biological Technologies
(vi)	Information and Communication Technologies
(vii)	Software

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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.

- =====
- 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 severally responsible to IGGL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

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

For and on behalf of
(Bidder)
M/s.

For and on behalf of
(Supporting Company)
M/s.

Witness:
1)
2)

Witness:
1)
2)

=====

Appendix-A2 to Section II

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR
(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 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, 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

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other supports as may be required by the Bidder for successful execution of the same.

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

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

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the IGGL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the IGGL and duly perform the obligations of the Bidder to the satisfaction of the IGGL.
2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
3. The Guarantor shall be jointly and severally responsible to IGGL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non-performance under the contract entered between IGGL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of IGGL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by IGGL.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards IGGL.
7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and IGGL under the different contract to be

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- entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be Guwahati, Assam, India. The language of arbitration shall be English.
8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
 9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to IGGL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/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 7TH Floor, 122A, NRL Centre, Christian Basti, G S Road, 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.

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 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.:

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.

4. THE BANK GUARANTEE ISSUED BY THE BANK MUST BE ROUTED THROUGH SFMS PLATFORM AS PER FOLLOWING DETAILS:

“BG issuance message (IFN 760 / IFN760COV For issuance of BG and IFN 767 / IFN 767 COV FOR Amendment of BG) is to be transmitted through SFMS to beneficiary’s bank as below:

Name of Bank : Axis Bank
 Branch : Guwahati
 Branch Address : Chhibber House, Ground Floor, G.S Road, Guwahati -781005
 IFSC : UTIB0000140
 SWIFT Code : AXISINBB140

The issuing bank while issuing/amending the BG, should ensure that the below information is correctly captured in the message i.e., IFN 760 / IFN 760COV / IFN 767/ IFN 767COV:

Field Number	Particulars
7037	IGGL938956645

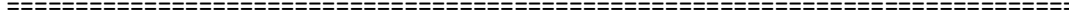
NOTE: THE BANK GUARANTEE ISSUED BY THE BANK MUST BE ROUTED THROUGH SFMS PLATFORM AS PER FOLLOWING DETAILS:

- (i) IFN 760 / IFN 760COV FOR ISSUANCE OF BANK GUARANTEE
- (ii) IFN 767 / IFN 767 COV FOR AMENDMENT OF BANK GUARANTEE
- (iii) THE ABOVE MESSAGE / INTIMATION SHALL BE SENT THROUGH SFMS BY THE BG ISSUING BANK TO AXIS BANK, GUWAHATI BRANCH, IFS CODE – UTIB0000140; BRANCH ADDRESS: Axis Bank, Chhibber House, Ground Floor, G.S Road, Guwahati -781005
- (iv) THE SUPPLIER SHALL SUBMIT TO IGGL THE COPY OF SFMS MESSAGE AS SENT BY THE ISSUING BANK ALONG WITH THE ORIGINAL BANK GUARANTEE

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**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.:				



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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VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

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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.

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).

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.

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- 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 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/Assemblies from one bidding manufacturer in more than one bid.
- f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister

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companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Bidders are required to submit a confirmation for no conflict of interest with other bidders in Format F-5.

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.

6. **SITE VISIT:**

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

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

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

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[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-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)" 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.

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".

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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.

[C] – PREPARATION OF BIDS**10 LANGUAGES 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.

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- (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*.
 - (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) 'Integrity Pact' as per prescribed Form
 - (p) 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.
 - (q) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
 - (r) 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

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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

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.

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11.2.2 PART-II: PRICE BID

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

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

12 SCHEDULE OF RATES / BID PRICES

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

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

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

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

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

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- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 Bidder shall also mention the Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN) at Agreed Terms & Conditions (Format-F-5).

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.

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,

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- 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
- 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 &**

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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 Contractor shall ensure timely submission of correct invoice(s)/e-invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable IGGL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by 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

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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.

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.

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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

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**'/'**Insurance Surety Bond**'/'**Fixed Deposit Receipt**' [in favour of **Indradhanush Gas Grid Limited** 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.

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NOTE: THE BANK GUARANTEE ISSUED BY THE BANK MUST BE ROUTED THROUGH SFMS PLATFORM AS PER FOLLOWING DETAILS:

“BG issuance message (IFN 760 / IFN760COV For issuance of BG and IFN 767 / IFN 767 COV FOR Amendment of BG) is to be transmitted through SFMS to beneficiary’s bank as below:

Name of Bank : Axis Bank
Branch : Guwahati
Branch Address : Chhibber House, Ground Floor, G.S Road, Guwahati -781005
IFSC : UTIB0000140
SWIFT Code : AXISINBB140

The issuing bank while issuing/amending the BG, should ensure that the below information is correctly captured in the message i.e., IFN 760 / IFN 760COV / IFN 767/ IFN 767COV:

Table with 2 columns: Field Number, Particulars. Row 1: 7037, IGGL938956645

NOTE: THE BANK GUARANTEE ISSUED BY THE BANK MUST BE ROUTED THROUGH SFMS PLATFORM AS PER FOLLOWING DETAILS:

- (i) IFN 760 / IFN 760COV FOR ISSUANCE OF BANK GUARANTEE
(ii) IFN 767 / IFN 767 COV FOR AMENDMENT OF BANK GUARANTEE
(iii) THE ABOVE MESSAGE / INTIMATION SHALL BE SENT THROUGH SFMS BY THE BG ISSUING BANK TO AXIS BANK, GUWAHATI BRANCH, IFS CODE – UTIB0000140; BRANCH ADDRESS: Axis Bank, Chhibber House, Ground Floor, G.S Road, Guwahati -781005
(iv) THE SUPPLIER SHALL SUBMIT TO IGGL THE COPY OF SFMS MESSAGE AS SENT BY THE ISSUING BANK ALONG WITH THE ORIGINAL BANK GUARANTEE

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. Purchaser will verify the BG from issuing bank.

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:

kulajit.talukdar@iggl.co.in;

apurba.k.choudhury@iggl.co.in;

santanu.bhattacharyya@iggl.co.in

debashish.boruah@iggl.co.in

cnp.department@iggl.co.in

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

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

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

18. FORMAT AND SIGNING OF BID

18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and

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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.

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.

As a principle, clarifications from bidders after opening of tenders will not be sought. However, where clarifications / documents from the bidders on important aspects are absolutely necessary for finalization of tender, clarifications from bidder can be asked. The request for clarification shall be given in email/portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in case of historical documents which pre-existed bids and which have not undergone change since then.

- 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/ Bid Security Declaration (As applicable)
 - (c) Specifications & Scope of Work

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

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 Service Providers electronically, and to facilitate the payments electronically through '**e-banking**'. The successful bidder should give the details of his bank account as per the bank mandate form.

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[D] – SUBMISSION OF BIDS

21. SUBMISSION, SEALING AND MARKING OF BIDS

- 21.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable. 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 8 or 9 of ITB refers). In which case all rights and obligations of IGGL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on IGGL's website/E-tender website/ communicated to the bidders.

23. LATE BIDS:

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

In case of 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

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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 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.

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[E] – BID OPENING AND EVALUATION

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

- 25.1 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.
- 25.2 A bidder is to be permitted to send his representation in writing to dealing officer specified in tender for rejection of bid. But such representation has to be sent till 10 (ten) days from the date of Notification of Award/FOA. A decision on representation will be taken by IGGL within 15 (fifteen) days of the receipt of the representation. Only a directly affected bidder can represent in this regard:
- i) Only a bidder who has participated in tender can make such representation.
 - ii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable
- 25.3 However, following decisions of IGGL shall not be subject to review:
- a) Determination of the need for procurement;
 - b) Selection of the mode of procurement or bidding system;
 - c) Choice of selection procedure;
 - d) Provisions limiting participation of bidders in the procurement process;
 - e) The decision to enter into negotiations with the L1 bidder;
 - f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
 - g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
 - h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible

26. BID OPENING

26.1 *Unpriced Bid Opening:*

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

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26.2 ***Priced Bid Opening:***

26.2.1 IGGL will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive. Techno-commercial bid evaluation status will be uploaded in CPP portal for information to all bidders (including techno-commercially not qualified Bidders). Price bids are to be opened in the presence of only techno-commercially acceptable bidders, who are willing to attend the bid opening, at a pre-publicised date, time and place or on the portal in case of e-procurement.

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 until the award to the successful bidder.

28. **CONTACTING THE EMPLOYER:**

28.1 From the time of bid opening to the time of contract award, no bidder shall contact IGGL on any matter related to the bid, except on request and prior written permission.

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"

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- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below: -
- a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive (both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System) and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non-conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are:
- i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
 - ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
 - iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria
 - iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or
 - v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that

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schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the IGGL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment)

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) In case a Price Schedule/ Schedule of Rate is having provisions of sub-total and grand total and there is a difference between "sum of sub totals" and "grand total", "sum of sub totals" shall be taken as correct.
- (iv) 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.
- (v) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

30.2 The discrepancy in bid shall be conveyed to the bidder asking to respond by a target date and if the bidder does not agree with observation, its Bid is liable to be rejected, and the EMD shall be forfeited / actions shall be invoked as per Declaration for Bid Security.

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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 & Small Enterprises (MSEs), Domestically Manufactured Electronic Products / Telecom Products or Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 etc. 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.

[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

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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.
- 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. However, signing of Agreement shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 10 Lakh (exclusive of GST).
- 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 Insurance Surety Bond or Fixed Deposit Receipt 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).

NOTE: THE BANK GUARANTEE ISSUED BY THE BANK MUST BE ROUTED THROUGH SFMS PLATFORM AS PER FOLLOWING DETAILS:

“BG issuance message (IFN 760 / IFN760COV For issuance of BG and IFN 767 / IFN 767 COV FOR Amendment of BG) is to be transmitted through SFMS to beneficiary’s bank as below:

Name of Bank : Axis Bank
 Branch : Guwahati
 Branch Address : Chhibber House, Ground Floor, G.S Road, Guwahati -781005
 IFSC : UTIB0000140
 SWIFT Code : AXISINBB140

The issuing bank while issuing/amending the BG, should ensure that the below information is correctly captured in the message i.e., IFN 760 / IFN 760COV / IFN 767/ IFN 767COV:

Field Number	Particulars
7037	IGGL938956645

NOTE: THE BANK GUARANTEE ISSUED BY THE BANK MUST BE ROUTED THROUGH SFMS PLATFORM AS PER FOLLOWING DETAILS:

- (i) IFN 760 / IFN 760COV FOR ISSUANCE OF BANK GUARANTEE
- (ii) IFN 767 / IFN 767 COV FOR AMENDMENT OF BANK GUARANTEE
- (iii) THE ABOVE MESSAGE / INTIMATION SHALL BE SENT THROUGH SFMS BY THE BG ISSUING BANK TO AXIS BANK, GUWAHATI BRANCH, IFS CODE – UTIB0000140; BRANCH ADDRESS: Axis Bank, Chhibber House, Ground Floor, G.S Road, Guwahati -781005
- (iv) THE SUPPLIER SHALL SUBMIT TO IGGL THE COPY OF SFMS MESSAGE AS SENT BY THE ISSUING BANK ALONG WITH THE ORIGINAL BANK GUARANTEE

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 @ 10% of Total Order / Contract value in case contract period is less than one year or 10% of Annualized Order /Contract value in case contract period is more than one year.

OR

Initial security deposit (ISD) @ 2.5% of Total Order / Contract value in case contract period is less than one year or 2.5% of Annualized Order / Contract value in case contract period is more than one year within 30 days of FOA/notification of award and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount

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of security deposit (including ISD and deducted amount) reaches 10% of Total Order / Contract value in case contract period is less than one year or 10% of Annualized Order / Contract value in case contract period is more than one year.

- 38.3 Bank Guarantee towards CPS shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural 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.
- 38.4 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
- 38.5 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.
- 38.6 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
- 38.7 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.”

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- 38.8 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.
- 38.9 The Service Provider will also submit covering letter along with CPS as per format at F-4
- 38.10 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).
- 38.11 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.
- 38.12 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.
- 38.13 The first payment to contractor/ vendor/supplier is to be released only after submission of Contract Performance Security (CPS)/ Security Deposit (SD). Alternatively, Security Deposit can be deducted from the due payment of contractor/ vendor/supplier against such order/ contract as an exception.
- 38.14 **Non submission of Security Deposit (SD) on Time:** In case, IGGL allows additional time for submission of CPBG/SD beyond 30 days, a penal interest of Marginal Cost of Fund based Lending Rate (MCLR) for one year charged by SBI (applicable on due date of submission of CPBG/SD i.e., 30th day after issuance of LOA/FOA/Notification of award) plus 4.0% P.A. (on CPBG/SD amount) shall be charged for delay beyond 30 days i.e. from 31st days after issuance of FOA/LOA.
- 39. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/COLLUSIVE/ COERCIVE PRACTICES:**
- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-IV which shall supersede the Annexure attached with the GCC.
- 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.

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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 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, the Bidder shall submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

Vide Gazette notification dated 18.10.2022 of Ministry of MSME, the following is notified:

“In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change.”

Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also to get the MSE benefit.

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:

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as Annexure-V to ITB herewith which shall supersede the Annexure attached with the GCC.

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:

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- (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.

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 as provided at Clause no. 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration: -

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

OR

2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e., ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

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

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

2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and

arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at **Guwahati, Assam, India**.

2.6 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.

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

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

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 only through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

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

The above provisions mentioned at clause no.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

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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 START-UP's (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) [FOR APPLICABILITY OF THIS CLAUSE, REFER BDS]

As mentioned in Section-II, 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 (if applicable).

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.

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.

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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. DOCUMENTS FOR PAYMENT:

Payment terms shall be as mentioned in GCC-Services/SCC.

However, for release of payment, Service Provider is required to submit invoice along with other documents as mentioned in SCC. The final bill is to be submitted within one month after completion.

53. ASSIGNMENT/SUBLET

The following is added to the Clause no. 2.23 of General Conditions of Contract (GCC)- Services:

- (i) Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting.
- (ii) Sub-contracting by the contractor without the approval of IGGL shall be a breach of contract, unless explicitly permitted in the contract.

54. 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)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.1	The Employer/Owner is: IGGL				
	The Invitation for Bids/ Tender no is: IGGL/GHY/C&P/PROJ/SURARC/11-23				
2.1	The name of the Services to be performed is: ENGAGING AN AGENCY FOR RECONNAISSANCE SURVEY, DETAILED ENGINEERING SURVEY, GEO-TECHNICAL INVESTIGATION, CADASTRAL SURVEY, PROVIDING SERVICES FOR ESTABLISHING ROU & OBTAINING DIFFERENT PERMISSIONS FOR LAST MILE CONNECTIVITY OF NEGG NETWORK & OTHER PROPOSED PIPELINE ON RATE CONTRACT BASIS				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For clarification purposes only, the communication address is: Attention: Kulajit Talukdar, General Manager (C &P) Street Address: Indradhanush Gas Grid Limited (IGGL) 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005 Country: INDIA Email: kulajit.talukdar@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: - <u>NIL</u>				

<p>12 & 13</p>	<p>Whether IGGL will be able to avail input tax credit in the instant tender</p> <table border="1" data-bbox="440 319 1084 493"> <tr> <td data-bbox="440 319 792 422">YES</td> <td data-bbox="792 319 1084 422"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="440 422 792 493">NO</td> <td data-bbox="792 422 1084 493"><input checked="" type="checkbox"/></td> </tr> </table> <p>Details of Buyer:</p> <table border="1" data-bbox="440 590 1422 1125"> <tr> <td data-bbox="440 590 678 768">Services to be rendered at</td> <td data-bbox="678 590 1422 768">Indradhanush Gas Grid Limited Complete address of work center- 7th Floor, 122A, NRL Centre, Christian Basti, G. S. Road, Guwahati, Assam-781005, Country: INDIA</td> </tr> <tr> <td data-bbox="440 768 678 814">PAN No.</td> <td data-bbox="678 768 1422 814">AAECI9589F</td> </tr> <tr> <td data-bbox="440 814 678 856">GST no.</td> <td data-bbox="678 814 1422 856">18AAECI9589F1ZZ</td> </tr> <tr> <td data-bbox="440 856 678 1125">IGGL Bank details</td> <td data-bbox="678 856 1422 1125">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>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>	Services to be rendered at	Indradhanush Gas Grid Limited Complete address of work center- 7 th Floor, 122A, NRL Centre, Christian Basti, G. S. Road, Guwahati, Assam-781005, Country: INDIA	PAN No.	AAECI9589F	GST no.	18AAECI9589F1ZZ	IGGL Bank details	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
YES	<input type="checkbox"/>												
NO	<input checked="" type="checkbox"/>												
Services to be rendered at	Indradhanush Gas Grid Limited Complete address of work center- 7 th Floor, 122A, NRL Centre, Christian Basti, G. S. Road, Guwahati, Assam-781005, Country: INDIA												
PAN No.	AAECI9589F												
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IGGL Bank details	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												
<p>14</p>	<p>The currency of the Bid shall be INR</p>												
<p>15</p>	<p>The bid validity period shall be 03 (Three) Months from final 'Bid Due Date'</p>												
<p>16.1, 16.10 and 38.6</p>	<p>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.</p> <p>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:</p> <p>Account Holder's Name: INDRADHANUSH GAS GRID LIMITED Account Number: Current A/C No. 37967639273 IFSC Code: SBIN0003030 BRANCH: Dispur Branch, Guwahati, ASSAM-781006</p> <p><u>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.</u></p>												

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. <u>Not applicable in case of e-tendering.</u>				
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: <u>Kulajit Talukdar, General Manager(C&P)</u> Street Address: Indradhanush Gas Grid Limited (IGGL) 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, 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: <u>ASSAM</u>				
38	Contract Performance Security/ Security Deposit <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>The value/ amount of Contract Performance Security/ Security Deposit CPS/SD @ 10% of Total Order / Contract value in case contract period is less than one year or 10% of Annualized Order / Contract value in case contract period is more than one year. (Refer ITB Clause 38 for more details)</p>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
39.3	Name and contact details of nodal officer are as under: Shri Kulajit Talukdar, General Manager (C&P) Tel: 9531101226/8 Email: kulajit.talukdar@iggl.co.in				

	<p>Whether tendered item is non-splitable or not-divisible:</p> <table border="1"> <tr> <td>YES</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>NO</td> <td><input type="checkbox"/></td> </tr> </table>	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>				
NO	<input type="checkbox"/>				
41	<p>Provision of AHR Item:</p> <table border="1"> <tr> <td>APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="checkbox"/></td> </tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
44.1	<p>Quarterly Closure of Contract</p> <table border="1"> <tr> <td>APPLICABLE</td> <td><input type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
	<p>Bonus for Early Completion:</p> <table border="1"> <tr> <td>APPLICABLE</td> <td><input type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
49	<p>Applicability of provisions relating to Start-ups:</p> <table border="1"> <tr> <td>APPLICABLE</td> <td><input type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
	<p>Defect Liability Period:</p> <table border="1"> <tr> <td>APPLICABLE</td> <td><input type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				

40	Applicability of provisions relating to MSE:			
	<table border="1"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr></table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE
APPLICABLE	<input checked="" type="checkbox"/>			
NOT APPLICABLE	<input type="checkbox"/>			
	Applicability of provisions relating to PPP-MII:			
	<table border="1"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr></table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE
APPLICABLE	<input checked="" type="checkbox"/>			
NOT APPLICABLE	<input type="checkbox"/>			

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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 owned subsidiaries 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 of more 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 exempted from 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 shall be 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

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- 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

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 and Bid 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 matched the L1 price, order shall be placed on each of them for 12.5% of the tendered quantity. In case L3 or L4 bidder refuses, the order shall be placed on remaining MSE bidder who matches the L1 prices for 25% of the quantity. For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per 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. VOID
- 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 Authority 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 complaint is upheld and found to be substantially correct, deposited fee of the complainant would 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 for such 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.
- 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

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Expenditure through the concerned Ministry /Department or in some other manner;

- ii. on a periodical basis such cases are consolidated and a centralized list or 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 direct or 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 FDI Policy 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 MSEs and CLASS-I LOCAL SUPPLIER ONLY)

To,

M/s INDRADHANUSH GAS GRID LIMITED

7TH Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam

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	<input type="text"/>
Preference Under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII)	<input type="text"/>

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-II LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION

To,

M/s INDRADHANUSH GAS GRID LIMITED
7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam

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 provision of tender document.

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

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ANNEXURE-IV**PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES****A Definitions:**

- A.1 "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
"Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 "Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency"
- A.6 "Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 "Competent Authority" shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the "Director" concerned.
- A.8 "Allied Agency" shall mean all concerns which come within the sphere of effective influence of the banned/suspended agency shall be treated as allied agency. In determining this, the following factors may be taken into consideration:
- Whether the management is common;
 - Majority interest in the management is held by the partners or directors of banned/ suspended agency;
 - Substantial or majority shares are owned by the banned/ suspended agency and by virtue of this it has a controlling voice.
 - Directly or indirectly controls, or is controlled by or is under common control with another bidder.
 - All successor agency will also be considered as allied agency.
- A.9 "Investigating Agency" shall mean any department or unit of IGGL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the IGGL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.
- A.10 "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false

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statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding IGGL 's rights of audit or access to information.

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/fraudulent/collusive/coercive practices, action shall be initiated for putting the agency on banning list.

After conclusion of process and issuance of Speaking order for putting party on banning list, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. Further such order/ contract will be closed following the due procedure in this regard.

The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. No risk and cost provision will be enforced in such cases.

Suspension of order/ contract:

Further, only in the following situations, the concerned order (s)/ contract(s) (where Corrupt/Fraudulent/ Collusive/ Coercive Practices are observed) and payment shall be suspended after issuance of Suspension cum Show Cause Notice:

- (i) Head of Corporate Vigilance Department/CVO based on the investigation by them, recommend for specific immediate action against the agency.
- (ii) Head of Corporate Vigilance Department/CVO based on the input from investigating agency, forward for specific immediate action against the agency.

Suspension cum Show Cause Notice being issued in above cases after approval of the competent authority (as per provisions mentioned under Clause no. D) shall also include the provision for suspension of Order (s)/ Contract (s) and payment. Accordingly, after issuance of Suspension cum Show Cause Notice, the formal

communication for suspension of Order (s)/ Contract (s) and payment with immediate effect will be issued by the concerned person of IGGL.

During suspension, Contractor/ Service Providers will be allowed to visit the plant/ site for upkeep of their items/ equipment, IGGL's issued materials (in case custody of same is not taken over), demobilizing the site on confirmation of EIC, etc.

In addition to above, Recovery of payments (other than due payments) including balance advance payments, if any, made by along with interest thereon at the prevailing rate shall be recovered.

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

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

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

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

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

B.2.2 Period of Banning

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

Sl. No.	Description	Period of banning from the date of issuance of Banning order
1	<p>Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process.</p> <p>For example, if an agency confirms not being in holiday 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.</p>	06 Months

2	Corrupt/Fraudulent (except mentioned at sl. no. 1 above) /Collusive/Coercive Practices	01 year
2.1	If an agency again commits Corrupt/Fraudulent (except mentioned at sl. no. 1 above) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity.	2 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by IGGL	2 years
4	If act of vendor/ contractor is a threat to the National Security	2 years

C Effect of banning on other ongoing contracts/ tenders

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated by Corporate C&P Department when

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

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D.2 Suspension Procedure:

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

D 3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
- D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- D.3.2.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of IGGL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

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

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ANNEXURE-V

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

1.0 GENERAL

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

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

2.0 OBJECTIVE

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

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

3.0 METHODOLOGY

- i) Preparation of Performance Rating Data Sheet
Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.
- ii) Measurement of Performance
Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

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- iii) **Initiation of Measures:**
Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.
 - iv) **Implementation of Corrective Measures:**
Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of IGGL.
 - v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

4.0 **EXCLUSIONS:**

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

- i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.
- ii) Orders for Misc./Administrative items/ Nonstock Non valued items (PO with material code ending with 9).

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

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

5.1 FOR PROJECTS

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

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

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

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):

- (a) **First Instance: Holiday (Red Card) for One Year**
- (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 Two 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 Two (2) Years.
- (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year**
- (c) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Two Years.**

- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under Clause no. 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 Two (2) Years.

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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 two years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

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

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

(C) Where Performance rating is "FAIR":
 Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

5.2 FOR CONSULTANCY JOBS

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

5.3 FOR OPERATION & MAINTENANCE

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

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

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

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

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):

- (a) **First Instance: Holiday (Red Card) for One Year**
- (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 Two 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 Two (2) Years.
- (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year**
- (c) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Two Years.**

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant under Clause no. 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 Two (2) Year.

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 two years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

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

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

(C) Where Performance rating is "FAIR"

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

6.0 **REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY**

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

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

7.0 **EFFECT OF HOLIDAY**

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

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

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forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

- 7.3. Effect on other ongoing tendering:
- 7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 7.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 7.3.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.
- 8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list. Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.
- 9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to IGGL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) "Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

11. ERRANT BIDDER

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, IGGL shall forfeit EMD if paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s).

Further, such bidder will be put on Watch List (Yellow Card) for a period of two 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).

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In case of subsequent instances of default in other tender(s) during aforesaid watch list period, the action shall be initiated as per provision of sl. no. 2 of para A of Clause no. 5.1 (v) and 5.3 (v).

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

12. In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of IGGL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from IGGL to the government exchequer, then, that Supplier shall be put under Holiday list of IGGL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on IGGL.

**IGGL
PERFORMANCE RATING DATA SHEET
(FOR PROJECTS/ CONSULTANCY JOBS)**

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:

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Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

	For Normal Cases : No Defects/ No Deviation/ No failure:		40 marks
	i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
	ii) When quality	Failure of severe nature	0
marks	failure endanger system integration and safety of the system	- Moderate nature - low severe nature	5 marks 10-25 marks
	iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 marks 2 marks 0 marks

1.3 RELIABILITY PERFORMANCE

20 Marks

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

**Indradhanush Gas Grid Limited (IGGL)
PERFORMANCE RATING DATA SHEET
(FOR O&M)**

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

Signature of
Authorised Signatory:

Name:

Designation:

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Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

i) Rejection/Defects 10 marks

Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases

ii) When quality failure endanger system integration and safety of the system 0 marks

Failure of severe nature

- Moderate nature 5 marks

- low severe nature 10-25 marks

iii) Number of deviations 5 marks

1. No deviation

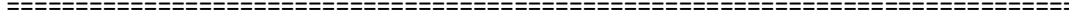
2. No. of deviations ≤ 2 2 marks

3. No. of deviations > 2 0 marks

1.3 RELIABILITY PERFORMANCE

20 Marks

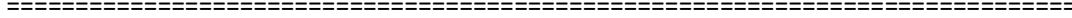
A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability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



SECTION-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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



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	CHECK LIST
F-8(A)	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
F-16	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/Security Deposit
F-17	INTEGRITY PACT

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F-1

BIDDER'S GENERAL INFORMATION

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/PROJ/SURARC/11-23(**E-TENDER NO. IGGL-100054**)

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:	City:
		District:
		State:
		PIN/ZIP:
6	Bidder's address where order/ contract is to be placed.	City:
		District:
		State:
		PIN/ZIP:
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no. (In case supply of Goods/ Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	City:
		District:
		State:
		PIN/ZIP:
		GST No.:
8	Telephone Number of address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.)

9	E-mail address	
10	Website	
11	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: [Signature of Authorized Signatory of Bidder]
 Date: Name:
 Designation:
 Seal:

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

To, 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 _____.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name
 Designation

WITNESS:

(SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

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-16.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB" Clause-16.2"
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.

7. THE BANK GUARANTEE ISSUED BY THE BANK MUST BE ROUTED THROUGH SFMS PLATFORM AS PER FOLLOWING DETAILS:

"BG issuance message (IFN 760 / IFN760COV For issuance of BG and IFN 767 / IFN 767 COV FOR Amendment of BG) is to be transmitted through SFMS to beneficiary's bank as below:

Name of Bank : Axis Bank
 Branch : Guwahati
 Branch Address : Chhibber House, Ground Floor, G.S Road, Guwahati -781005
 IFSC : UTIB0000140
 SWIFT Code : AXISINBB140

The issuing bank while issuing/amending the BG, should ensure that the below information is correctly captured in the message i.e., IFN 760 / IFN 760COV / IFN 767/ IFN 767COV:

Field Number	Particulars
7037	IGGL938956645

NOTE: THE BANK GUARANTEE ISSUED BY THE BANK MUST BE ROUTED THROUGH SFMS PLATFORM AS PER FOLLOWING DETAILS:

- (i) IFN 760 / IFN 760COV FOR ISSUANCE OF BANK GUARANTEE
- (ii) IFN 767 / IFN 767 COV FOR AMENDMENT OF BANK GUARANTEE
- (iii) THE ABOVE MESSAGE / INTIMATION SHALL BE SENT THROUGH SFMS BY THE BG ISSUING BANK TO AXIS BANK, GUWAHATI BRANCH, IFS CODE – UTIB0000140; BRANCH ADDRESS: Axis Bank, Chhibber House, Ground Floor, G.S Road, Guwahati -781005
- (iv) THE SUPPLIER SHALL SUBMIT TO IGGL THE COPY OF SFMS MESSAGE AS SENT BY THE ISSUING BANK ALONG WITH THE ORIGINAL BANK GUARANTEE

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-----XXXXXXXX-----

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.:			

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F-2A

DECLARATION FOR BID SECURITY

To,

M/s INDRADHANUSH GAS GRID LIMITED (IGGL)

SUB: ENGAGING AN AGENCY FOR RECONNAISSANCE SURVEY, DETAILED ENGINEERING SURVEY, GEO-TECHNICAL INVESTIGATION, CADASTRAL SURVEY, PROVIDING SERVICES FOR ESTABLISHING ROU & OBTAINING DIFFERENT PERMISSIONS FOR LAST MILE CONNECTIVITY OF NEGG NETWORK & OTHER PROPOSED PIPELINE ON RATE CONTRACT BASIS

TENDER NO: IGGL/GHY/C&P/OFFICE_VEH/11-23

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/SURARC/11-23 **(E-TENDER NO. IGGL-100054)**

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 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati, Assam-781005 (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.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name
Designation

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 OR in the Bank Guarantee itself.
5. **THE BANK GUARANTEE ISSUED BY THE BANK MUST BE ROUTED THROUGH SFMS PLATFORM AS PER FOLLOWING DETAILS:**

"BG issuance message (IFN 760 / IFN760COV For issuance of BG and IFN 767 / IFN 767 COV FOR Amendment of BG) is to be transmitted through SFMS to beneficiary's bank as below:

Name of Bank : Axis Bank
 Branch : Guwahati
 Branch Address : Chhibber House, Ground Floor, G.S Road, Guwahati -781005
 IFSC : UTIB0000140
 SWIFT Code : AXISINBB140

The issuing bank while issuing/amending the BG, should ensure that the below information is correctly captured in the message i.e., IFN 760 / IFN 760COV / IFN 767/ IFN 767COV:

Field Number	Particulars
7037	IGGL938956645

NOTE: THE BANK GUARANTEE ISSUED BY THE BANK MUST BE ROUTED THROUGH SFMS PLATFORM AS PER FOLLOWING DETAILS:

- (i) IFN 760 / IFN 760COV FOR ISSUANCE OF BANK GUARANTEE
- (ii) IFN 767 / IFN 767 COV FOR AMENDMENT OF BANK GUARANTEE
- (iii) THE ABOVE MESSAGE / INTIMATION SHALL BE SENT THROUGH SFMS BY THE BG ISSUING BANK TO AXIS BANK, GUWAHATI BRANCH, IFS CODE – UTIB0000140; BRANCH ADDRESS: Axis Bank, Chhibber House, Ground Floor, G.S Road, Guwahati - 781005
- (iv) THE SUPPLIER SHALL SUBMIT TO IGGL THE COPY OF SFMS MESSAGE AS SENT BY THE ISSUING BANK ALONG WITH THE ORIGINAL BANK GUARANTEE

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 :				

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F-5
AGREED TERMS & CONDITIONS

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/PROJ/SURARC/11-23(E-TENDER NO. IGGL-100054)

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

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address (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% [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 to confirm rate of applicable GST (CGST & SGST/ UTGST or IGST)	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 ITB0	
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.	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
7.	<p>Confirm that Contract Performance Security shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural 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.</p>	
8.	<p>Confirm compliance to Completion Schedule as specified in Bid document.</p>	
9.	<p>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</p>	
10.	<p>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.</p>	
11	<p>Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.</p>	
12.	<p>Please furnish EMD/Bid Security details (if applicable):</p> <p>a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG]</p> <p>OR</p> <p>Bidder furnishes bid security declaration [applicable for MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue)]</p>	
13.	<p>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.</p>	

SI.	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.	
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.	<p>No Deviation Confirmation:</p> <p>It may be noted that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.</p>	
19.	<p>Non-Involvement of Govt. of India:</p> <p>If Bidder becomes a successful Bidder and pursuant to the provisions of the Tender Document, award is given to them against subject Tender Document, the following Confirmation shall be automatically enforceable:</p> <p>"We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or</p>	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
	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.	<p>Holiday/Banning & Liquidation, Court Receivership:</p> <p>Bidder hereby confirms that they are not on Holiday list or in banning list of IGGL or any other departments under Ministry of Petroleum & Natural Gas due to "poor performance" or corrupt and fraudulent practice or blacklisted / banned by any Government Department / Public Sector as on the due date of submission of bid.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of IGGL or the Ministry of Petroleum and Natural Gas.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>In case it comes to the notice of IGGL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices. Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the</p>	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
	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.	<p>Bidder certifies that they would adhere to the Fraud Prevention Policy of IGGL [available on IGGL's website (www.iggl.co.in)] and shall not indulge themselves or allow others (working in IGGL) to indulge in fraudulent activities and that they would immediately apprise IGGL of the fraud/suspected fraud as soon as it comes to their notice.</p> <p>Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of IGGL is liable to be treated as crime and dealt with by the procedures of IGGL as applicable from time to time.</p>	
25.	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.	Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender)	
27.	Bidder confirms that there is no conflict of interest with other bidders, as per clause no. 4.2 of Section-III (ITB) of Tender Document.	
28.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

=====

F-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/SURARC/11-23(E-TENDER NO. IGGL-100054)

Dear Sir,

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

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

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

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

Reasons for non-submission of bid:

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

F-7

BIDDER'S EXPERIENCE

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/PROJ/SURARC/11-23(E-TENDER NO. IGGL-100054)

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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.

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(A)		

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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F-8(A)
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	Experience Criteria	(a) Detailed work order/agreement along with detailed Schedule of Rates (b) Completion certificate / Execution certificate issued by end user. (c) The bidder or its group shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies. Declaration in this regard by the authorized signatory of the bidder and duly notarized by concerned authority. <u>Notes:</u> i. LOA/Work order must contain nature of work/services, contract period and value. ii. The completion certificates shall have details like Full address of client, officer issuing certificate, work order no. /date, actual value of executed work, brief scope of work, completion date etc. iii. The executed certificates shall have details like Full address of client, officer issuing certificate, work order no. /date, actual value of executed value up to bid due date.		Yes/No	

=====					
1.1.1 Note1: (ii)	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	
1.4	Experience of bidder acquired as a subcontractor	certificate from end user		Yes/No	
Financial BEC					
1.	Average Annual Turn Over	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for preceding three Audited Financial Years.		Yes/No	
2.	Net Worth	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.		Yes/No	
3.	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.		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 FINANCIAL CRITERIA OF BEC IS APPLICABLE)

F-9

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

(To be provided on Bank's letter head)

Date:

To,
M/s. IGGL

Dear Sir,

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

The Customer has informed that they wish to bid for IGGL's 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.

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

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. AVERAGE ANNUAL FINANCIAL TURNOVER* DURING THE LAST THREE FINANCIAL YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	
Total (A)	
Average Annual Financial Turnover during the last three financial years (A/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.

=====

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 aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
5. In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/ incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.
6. **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.**
7. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

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F-11

BIDDER'S QUERIES FOR PRE-BID MEETING

To,

M/s. IGGL

TENDER NO: IGGL/GHY/C&P/PROJ/SURARC/11-23(E –TENDER NO. IGGL-100054)

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)

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.



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: ENGAGING AN AGENCY FOR RECONNAISSANCE SURVEY, DETAILED ENGINEERING SURVEY, GEO-TECHNICAL INVESTIGATION, CADASTRAL SURVEY, PROVIDING SERVICES FOR ESTABLISHING ROU & OBTAINING DIFFERENT PERMISSIONS FOR LAST MILE CONNECTIVITY OF NEGG NETWORK & OTHER PROPOSED PIPELINE ON RATE CONTRACT BASIS

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:

F-15

**DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY
CODE 2016**

To,
M/s IGGL
.....

SUB: ENGAGING AN AGENCY FOR RECONNAISSANCE SURVEY, DETAILED ENGINEERING SURVEY, GEO-TECHNICAL INVESTIGATION, CADASTRAL SURVEY, PROVIDING SERVICES FOR ESTABLISHING ROU & OBTAINING DIFFERENT PERMISSIONS FOR LAST MILE CONNECTIVITY OF NEGG NETWORK & OTHER PROPOSED PIPELINE ON RATE CONTRACT BASIS

Tender No.: IGGL/GHY/C&P/PROJ/SURARC/11-23(E –TENDER NO. IGGL-100054)

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: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

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F-16

NO CLAIM CERTIFICATE
(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)

[On the Letter-head of Contractor]

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

After completion of the above-said items/job under the Order/Contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills and final bill, we have no claims, dues, issues and contentions from IGGL

We further absolve IGGL from all liabilities present or future arising directly or indirectly out of the Contract.

There is no economic duress or any other compulsion on us for submission of this no claim certificate.

Place: _____ [Signature of Authorized Signatory of Contractor]

Date: _____ Name: _____

Designation: _____

Seal: _____

FORM-17 (F-17)

INTEGRITY PACT

(IP signed by IGGL's executive shall be made part of tender document)



INTEGRITY PACT

INTRODUCTION:

IGGL as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (IGGL) and its Counter parties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The attached copy of the Integrity Pact at Annexure-2 shall be included in the Bid submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.



Bidder is required to sign the Integrity Pact with IGGL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE "COUNTER PARTY"

- a) The Counter party, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with IGGL.
- b) The Counter party will not engage in collusion of any kind including price fixation etc. with other Counter parts.
- c) The counter party will not pass IGGL's confidential information to any third party unless specifically authorized by IGGL in writing.
- d) The Counterparties shall promote and observe best ethical practices within the irrespective organizations.
- e) The Counter party shall inform the Independent External Monitor.
 - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/payment/benefit;
 - ii) If it comes to know of any unethical or illegal payment/benefit;
 - iii) If it makes any payment to any IGGL associate.
- f) The Counter party shall not make any false or misleading allegations against IGGL or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, action shall be taken as per "**Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices**"
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, IGGL shall be entitled to terminate the Contract. Further, IGGL would forfeit the security deposits/ Contract Performance Bank Guarantee and in addition, action shall be taken as per "**Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices**"

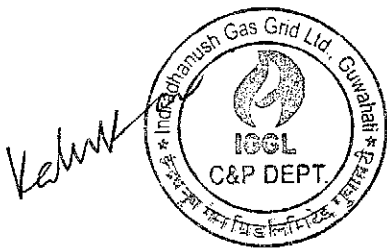


INDEPENDENT EXTERNAL MONITORS (IEMS)

Presently the panel consisting of the following Independent External Monitors (IEMs) has been appointed by IGGL, in terms of Integrity Pact (IP) which forms part of IGGL Tenders / Contracts.

- i) Shri Devendra Kumar Sharma, Retd., I.D.A.S Officer.
(E-mail Id: shharmadk@gmail.com)

This panel is authorized to examine / consider all references made to it under this tender/ contract. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender/contract issuing officer or Nodal Officer (**presently Shri Kulajit Talukdar**) in IGGL or directly with the IEMs on the panel or IEM c/o Chief Vigilance Officer.



INTEGRITY PACT

(To be executed on plain paper)

Between Indradhanush Gas Grid Limited (IGGL), a JV of ONGC, OIL, GAIL, NRL, & IOCL ,
(here-in-after referred to as "Principal").

AND

_____ (here-in-after referred to as "The Bidder/Contractor").

(Principal and the Bidder / Contractor are here-in-after are referred to individually as
"Party" or collectively as "Parties").

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for
_____. The Principal values
full compliance with all relevant laws of land rules, regulations, and economic use of resources
and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors
(IEMs) who will monitor the tender process and the execution of the contract for compliance
with the principles mentioned above.

Section I –Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to
observe the following Principles:-

- i) No employee of the Principal, personally or through family members, will in
connection with the tender for, or the execution of a contract, demand, take a
promise for or accept, for self or for a third person, any material or in material
benefit which the person is not legally entitled to.
- ii) The Principal will, during the tender process treat all Bidder(s) with equity and
reasons. The Principal will in particular, before and during the tender process,
provide to all Bidder(s) the same information and will not provide to any Bidder
(s) confidential/additional information through which the Bidder(s) could obtain
an advantage in relation to the tender process or the contract execution.
- iii) The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a
criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption Act (PC



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Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section 2-Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution:
 - i) The Bidder (s) / Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - iv) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - v) The Bidder (s) / Contractor (s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/ Contractor(s) shall not instigate third person to commit offences outlined above or be an accessory to such offences.



Section 3 –Disqualification from tender process and exclusion from future contracts

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process or take action as per provisions of “**Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices**”.

Section 4 –Compensation for Damages

1. If the Principal has disqualified the Bidder (s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equal to the Contract Value or the amount equivalent to Performance Bank Guarantee.

Section 5–Previous transgression

1. The Bidder declares that no previous transgression occurred in the last three years, with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or actions can be taken as per provisions of “**Procedure for action incase Corrupt/Fraudulent/ Collusive/Coercive Practices**”

Section 6 –Equal treatment to all Bidders/ Contractors/Subcontractors

1. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured by him that all sub-contractors also sign the IP.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

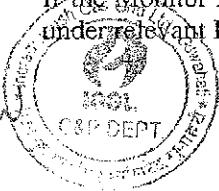


Section 7–Criminal charges against violating Bidder(s)/Contractor (s)/Sub-contractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8–Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/ her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the CEO, IGGL.
3. The Bidder (s)/ Contractor (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the CEO, IGGL within 30 days from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the CEO, IGGL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CEO, IGGL has not, within reasonable time, taken



visible action to proceed against such offence or reported it to the Chief Vigilance Officer, then only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Central Vigilance Commission.

9. The word 'Monitor' would include both singular and plural.
10. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.
11. After award of contract, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. As an illustrative example, if a contractor, who has been awarded the contract, during the execution of contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

Section 9–Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. Any violation to the same would entail disqualification of the bidders and exclusion from future business dealing.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the CEO, IGGL.

Section 10–Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the principal, i.e. Guwahati.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.
5. Issues like warranty/guarantee, etc. shall be outside the purview of IEMs.



6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.

(For & on Behalf of Principal)

(Office Seal)

(For & on Behalf of Bidder/ Contractor)

(Office Seal)

Place

Date

Witness1:

(Name & Address)

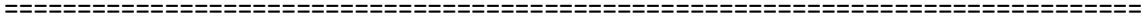
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Witness2:

(Name & Address)

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SECTION-VI

SPECIAL CONDITIONS OF CONTRACT

&

SCOPE OF WORK

SPECIAL CONDITIONS OF CONTRACT

1) GENERAL

- i. Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), specifications of work, drawings and other documents forming part of this contract wherever the context so requires.
- ii. Notwithstanding the sub-division of the documents into these separate parts 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 in so far as it may be practicable to do so.
- iii. Where any provision of the GCC is repugnant to or at variance with any provision of the SCC, then the provision of the SCC shall be deemed to override the provisions of the GCC and shall, to the extent of such repugnance or variations, prevail.
- iv. Wherever it is mentioned in the specifications that the Contractor shall perform certain works or provide certain facilities, it is understood that the Contractor shall do so at his own cost, being deemed to be part of the relevant item in the Schedule of Rates (SOR) whether expressly stated or not.
- v. The work shall be performed in accordance with the Contract terms, conditions and instructions of the Engineer-in-Charge or his authorized representative from time to time.
- vi. The job under contract includes supply of all materials, equipment, consumables, labour, transportation to work site, lodging, boarding etc. for Contractor's crew deployed for the job.
- vii. The materials, design and workmanship shall satisfy the relevant Indian Standards, the specifications contained herein, and codes referred to. Where the specifications stipulate requirements in addition to these contained in the standard codes and specifications, these additional requirements shall also be satisfied.

2) PROJECT DESCRIPTION

Indradhanush Gas Grid Limited (IGGL) is executing North-east Natural Gas Grid (NEGG) Pipeline Project. A total of 14 numbers of pipeline sections under NEGG are under various stages of construction.

IGGL has plans to lay new Natural Gas Pipeline and also lay Feeder lines to probable Gas Sources and Spur lines to probable Customers. Some of the pipeline sections are mentioned below for reference purpose only:

Sl. No.	Pipeline Section	Estimated survey length (in km)
1	Duliajan - Majuli (IP-03)	160
2	Baramura FL (ONGC)	12
3	Jantapathar-Bebejia FL (ONGC)	6
4	Palatana FL (ONGC)	40
5	Hazarigaon - Jantapathar FL (Vendanta)	6
6	Purba Bharati Gas Pvt. Ltd. (Assam - Kamrup)- CGD	1
7	Adani Total Gas (Assam -Nagaon)- CGD	10
8	North-East Gas Distribution Company Ltd. (Assam - Tezpur) - CGD	10
9	North-East Gas Distribution Company Ltd. (Tripura - Unakoti) - CGD	15
10	North-East Gas Distribution Company Ltd. (Tripura - Sipahijala) - CGD	5
11	Purba Bharati Gas Pvt. Ltd. (Assam - Karimganj)- CGD	5
12	Shillong CGD	2
13	Amguri / Geleki FL (Oilmax / ONGC)	6
14	Guwahati - Boko - Tura - Moirang	75.4
15	Silchar - Jiribam - Imphal	50.6
16	Narayanpur - Naharlagun	7.6
17	Baihata - Bhutan	13.2

2.1.0 The proposed pipeline routes shall pass through the Indian States of Assam, Arunachal Pradesh, Manipur, Meghalaya, Mizoram, Nagaland and Tripura including one international connectivity up to Bhutan.

2.2.0 IGGL desires to carry out works such as Desktop & Reconnaissance Survey, Detailed Engineering Survey, Population Density Index Survey, Soil Surveys, Geotechnical

Investigation & Laboratory Tests, Cadastral Survey, Providing Services for Establishing Right of User (ROU) in Right of Way (ROW) & Obtaining Different Permissions for Last Mile Connectivity of NEGG Network & finalizing other proposed new/additional pipeline corridors.

2.3.0 For obtaining sub-soil properties at HDD locations, Geotechnical Investigations shall be carried out.

2.4.0 The entire work envisaged under the scope of this tender includes:

- **Desktop Study & Reconnaissance survey as per standard specifications (including submission of report)**
- **Detailed Engineering Survey (including submission of report)**
- **Population Density Index (PDI) Survey (including submission of report)**
- **Soil Surveys (including submission of report)**
- **Geotechnical Investigation (including submission of report)**
- **Laboratory Tests (including submission of report)**
- **Cadastral Survey (Up to preparation of schedule u/s 3(1) of P&MP Act 1962 where Revenue Maps are available)**
- **Cadastral Survey (Up to preparation of schedule u/s 3(1) of P&MP Act 1962 where Revenue Maps are not available)**
- **Providing services for establishing RoU in ROW as per P&MP Act 1962 after 3(1) and all associated works**
- **Obtaining approvals/permission for pipeline crossing including Forest permission**

The work has been divided into 4 (four) separate parts as outlined below:

Sl. No.	PART	Category
1	Part-A	For Pipelines section having length 0 to 20 KM
2	Part-B	For Pipelines section having length 20.001 to 50 KM
3	Part-C	For Pipelines section having length greater than 50 KM
4	Part-D	For all Pipelines sections irrespective of length specially for Geo-technical investigation, laboratory tests, obtaining permissions, etc

2.5.0 **The Work shall be awarded on rate contract basis. Separate intimation / firm order shall be given at later date as per the requirement of IGGL for any pipeline section or for any length of pipeline section based on this rate contract.**

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2.6.0 There shall be no liability or guarantee on part of IGGL to execute any work under this rate contract. No Compensation shall be paid if IGGL does not operate any work under this contract or less work. The pipeline sections and length mentioned above are indicative only and work may be required to be executed for pipeline sections not mentioned above. Separate intimations / firm orders can be given any number of times during the duration of this rate contract and prices shall be firm for the entire duration of the contract.

2.7.0 IGGL may execute any work and for any quantity but limited to overall rate contract value. The pipeline sections shall be governed to be as falling on either Part-A, B, C or D depending on the length of the pipeline sections. Bidders may quote accordingly as there may be multiple mobilization and demobilization as per the requirement of IGGL.

3) SCOPE OF WORK

3.1.0 The SCOPE of work to be executed under this tender shall include but not limited to the works mentioned in subsequent clauses. The list is only indicative but not exhaustive. The contractor shall carry out and complete all related works so as to make the scheme complete in all respect of technical requirements and to deliver the desired output/performance.

3.2.0 The **brief scope of work** to be carried out under each part is mentioned below,

(i) Desktop Study & Reconnaissance survey as per standard specifications (including submission of report):

Desk-top Study involves identification of various alternative routes available through study of topo-sheets. Whereas, Field Reconnaissance Survey involves verification of Ground-Truth through extensive physical travelling along identified alternate routes and collecting details.

(ii) Detailed Engineering Survey (including submission of report):

The survey of pipeline route including locating & marking the center line of pipeline alignment on ground, taking field measurements, providing bench marks and preparation of drawings, reports & other relevant documents. While deciding the final alignment of the pipeline, guidelines of existing Codes & Standards e.g., OISD-141, OISD-214, ANSI ASME B31.4, B31.8 etc. shall be followed.

(iii) Population Density Index (PDI) Survey (including submission of report)

When survey for gas pipeline is performed, the Location Class based on Population Density Index as per ANSI B31.8 "Gas transmission and Distribution piping System", OISD-141 (Design and Construction Requirements for cross country hydrocarbon pipelines) & OISD-226 (Natural Gas Transmission Pipelines & City Gas Distribution Networks) shall be recorded along with chainages at change points of each location.

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(iv) **Soil Surveys (including submission of report)**

Survey shall be carried out for the entire length of the ROW of the pipeline. The soil resistivity survey, soil strata survey, chemical analysis, pH value analysis shall be carried out as per specifications forming part of this tender.

(v) **Cadastral Survey (Up to preparation of schedule u/s 3(1) of P&MP Act 1962) both in areas having Revenue Map and not having Revenue Maps & establishing RoU in ROW as per P&MP Act 1962 (after 3(1) and associated works)**

The works under this section require lot of liasoning with Revenue authorities, Press etc. at various levels. The work also requires assistance to the Competent Authority as indicated in the detailed methodology.

It also involves providing services for establishing Right of User (ROU) in Right of Way (ROW) under P&MP Act, 1962 for acquiring new / additional ROW for the entire pipeline route portion including integrating all data and deliverables onto Owner's Arc GIS server to provide seamless geo-referenced data.

(vi) **Geotechnical Investigation & Laboratory Tests (including submission of report):** works at proposed HDD crossing locations in order to establish all the base information pertaining to the topography and sub-soil properties (through accurate sampling and laboratory testing).

(vii) **Obtaining approvals/permission for pipeline crossing:** Obtaining approvals/ permissions from the respective State/ Central and other Statutory Authorities for various crossings of the entire pipeline route. Providing support services for forest clearance under Forest Conservation Act 1980 and Forest Right Act 2006, from forest / wild life departments, including clearance for ecologically sensitive areas, national park(s) notified wildlife sanctuary(ies), bird sanctuary(ies), coral reef(s), if any and as required.

3.3.0 The **detailed scope of work** for various activities to be carried out under each PART is mentioned in subsequent clauses.

A. DESKTOP STUDY

- 1) The owner shall provide a key map in 1:1 million scale showing originating and terminating locations and other obligatory points en-route the proposed pipeline. Based on this preliminary information of the pipeline route, the "Survey agency" shall make detailed desk top study of the relevant Survey of India (SOI) Topo Sheet (Scale 1:50000 or 1:25000).

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- 2) At least two to three alternate routes shall be drawn on the Topo sheet (Scale 1:50,000) supported by key map of the same routes drawn on SOI map of scale 1:1 million.
 - 3) The paper alignment study of alternate routes shall be done satisfying the following criteria:
 - Shortest possible pipeline route
 - Avoiding hilly and highly undulated / broken areas
 - Avoiding perennially marshy and water-logged/ flood prone areas
 - Avoiding extensively meandering stretches of rivers as far as possible
 - Avoiding declared reserved / protected forest & wild life sanctuaries. Minimum passage through the forest area should be kept, as far as possible.
 - Avoiding declared eco-sensitive zones by MOE&F
 - Avoiding mining and coal belt areas
 - Avoiding densely populated area and city limits
 - 4) Thematic maps of National Atlas & Thematic Mapping Organization (NATMO) should be studied while selecting the proposed pipeline routes.
 - 5) A small brief of the desktop study shall be submitted along with proposed alternate routes on 1:50,000 SOI map and key map in scale 1:1,000,000, index number of Topo-sheet (with special mention of restricted maps, if any).

B. FIELD RECONNAISSANCE SURVEY:

- I. After desktop study is over, field reconnaissance along all the alternative routes shall be carried out. Representative of the Owner shall be associated along with the field reconnaissance survey team to show the following:
 - 1) Originating and terminal point of the pipeline.
 - 2) Intermediate obligatory points e.g., Tap-off points, booster stations etc.
- II. During this visit, the Survey team shall collect all necessary details for examining the feasibility of all the possible alternative routes.

III. SELECTION OF FINAL ROUTE

- All the information collected during field reconnaissance shall be tabulated and comparative advantages/disadvantages shall be evaluated in terms of technical feasibility of the Pipeline Project.
- The final analysis shall be discussed threadbare with the Owner's representative and the final route shall be frozen. This route shall be plotted on 1:50,000 SOI map and submitted in the report, which shall form the basis for collection of further details and data for subsequent surveys to follow.
- While selecting the final route, due weightage shall be given to the following:
 - a. Avoidance of populated areas
 - b. Technical feasibility & ease of construction
 - c. Environmental friendliness & preservation of wildlife

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- d. Easy approachability for maintenance
 - e. Avoidance of Reserved & Protected Forest area (both major & minor)
 - f. Avoidance of declared Eco-sensitive Zones (by MOE&F) such as notified major water bodies, heritage areas, critically polluted declared areas, etc. for 10 Km distance on either sides of the proposed pipeline route.

IV. COLLECTION OF DETAILS

- All the necessary details along the proposed pipeline alignment as has been elaborately discussed under “Selection of Final Route” shall be collected and submitted along with the report as detailed in respective clause under “REPORT PREPARATION & SUBMISSION”.
- Whenever the proposed route is passing in the vicinity of cities, towns and industrial estates, routes alignment should be drawn avoiding the future expansion plans as per the master plan of the local Civic Authorities. The Survey Agency shall contact the concerned Civil authorities and collect copies of the latest master plans so as to establish that the proposed route does not fall in the future expansion plan of the cities, towns and industrial estates. Copies of such master plan should be attached with the Reconnaissance survey report. Name and address telephone nos. of the authorities from whom the information have been obtained shall be recorded in the report.
- Similar information and master plan shall be obtained for mining areas, irrigation project area and catchment area thereto, in case the route is found to be close to such areas. Name of the office, address, telephone numbers who have been contacted for getting such information shall be recorded in the report.
- Wherever Passage through Reserved / Protected forest areas of both Major and Minor in nature, Wild life sanctuaries could not be avoided, Map(s) of the these area(s) shall be collected and approximate length(s) of the same on the proposed pipeline route shall be specifically indicated in the Report.
- Wherever passage through Eco-sensitive Zones could not be avoided, information on Eco-sensitive Zones (as declared by Ministry of Environment & Forest) shall be collected all along the proposed Pipeline Route alignment (i.e., for 10km distance on either sides of the pipeline alignment) and the same shall be specifically indicated in the Report.
- Ground information in respect of terrain condition should be observed by the reconnaissance team and furnished in the report. If site condition, vegetation, agricultural pattern etc. reveals probability of rocky terrain, stretches of such rocky terrain should be mentioned in the report indicating length and chainages of each stretch. Maps of Geological Survey of India should be referred for broad idea and to be supplemented with actual observation. **Information from the local villagers/ cultivators**

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about open well digging methodology is a very sure and accurate tool to know about terrain condition/existence of surface rock. A chapter on general terrain condition of the pipeline route and approximate length of identified rocky stretches, if any, shall be furnished in the report.

- Information on names of the various Districts and States (as on date), through which the proposed pipeline alignment passes, shall be collected and separately indicated in the report along with the corresponding District-wise & State-wise pipeline lengths.

V. CROSSING DETAILS

- All the crossings likely to be encountered in the final route are to be listed out.
- Approximate measurements at crossing-points of all the railways, roads, rivers, waterways etc. falling on the route shall be taken during the field survey.
- The width of river /major water course (width more than 100 m) shall be measured by deploying Electronic Distance Meters (EDM). The nature of the rivers (perennial/ non-perennial/ seasonal etc.) shall also be collected and submitted in report.

VI. REPORT PREPARATION & SUBMISSION

The survey report to be submitted after completion of field reconnaissance survey shall include, but not limited to the following:

- Index Map showing the pipeline route alignment.
- Executive Summary
- Introduction
- Scope of Work, approach and methodology
- Salient Features of the pipeline route
- Description of Pipeline Route
- Route map in Survey of India (SOI) maps of 1:50,000 scale and **KMZ file of the final pipeline route**, along with the list of these maps involved in the pipeline route separately.
- Elevation (MSL) details for every stretch of not more than 10 KM along the proposed pipeline route and MSL of extreme profile in between i.e., Valley, Hill etc.
- Names of Districts and States along with the approximate length of finally proposed pipeline route through each district.
- Demarcation of Major Ground Control Points along the route
- Details of proposed pump station, intermediate station (if any) & terminal station.
- Crossing List (along with respective Chainage-wise width of the crossing details)

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- List of Railway crossings, River (Major/Minor) crossings, National & State Highway crossings along with its chainage & approximate width.
 - List of other metal road/cart track crossings with approx. chainage and width.
 - List of Canal / Nala/ Minor waterways with approx. chainage and width.
 - Approx. length and chainage of the forest land & restricted zones (i.e., declared Reserved/ Protected forest areas of both major and minor in nature, wild life sanctuaries, mining / coal belt areas, marine national park, coastal regulatory zones, declared eco-sensitive zones by MOE&F, etc.)
 - General terrain condition of the route i.e., Approximate length and chainage of rocky terrain, marshy / low lying area, hilly area, if any.
 - Data for Cost Estimate
- a) **Land, ROW & CROP details along the pipe line route**
- i. Approx. cost of land per acre en-route
 - ii. Percentage of cultivated land en-route
 - iii. Type of crops and its cost per acre per year
 - iv. Cost of land for pump station / terminal station areas

Note:

The above information shall be collected from the villagers and local Govt. bodies. The entire surveyed route shall be divided into suitable zones for depiction and tabulation of most representative figures to facilitate proper cost estimates.

- b) Cost of Building Material & Labour
- i. Material
 - *Bricks per 1000 Nos.*
 - *Sand per Cum*
 - *Cement per 50 kg bag*
 - *Stone Aggregate per Cum*
 - *Class Teak Wood per Cum*
 - *Local Wood per Cum*
 - *Tor Steel per MT*
 - ii. Daily Labour Rate
 - *Mason*
 - *Carpenter*
 - *Coolie / Belder*
 - iii. Information about predominant use of brick/stone masonry works & local construction practices.

C. DETAILED ENGINEERING SURVEY:

1) Scope of Work:

The Detailed Route survey shall be carried out for the pipeline route finalized after Reconnaissance survey with a view to obtain data necessary for final system design of the proposed pipeline and to establish various other parameters required during construction and subsequent operation. In general, the major activities involved are as follows:

- *Conducting field survey and demarcating alignment on ground.*
- *Deploying Differential Global Positioning System (DGPS) to provide DGPS control points at every 4 to 5 km interval based on WGS-84 UTM co-ordinate system. Total Stations shall be employed for traverse control between DGPS stations. UTM co-ordinates shall be established for all TPs, IPs and Flag Control Points and other important points as desired by Owner.*
- *Base maps shall be procured from authorized source (having clearance from Ministry of Defense/ Survey of India) for all districts (20 Km on both sides of ROW) and submitted to Owner.*
- *Transferring the alignment with TP's/ IP's onto the SOI maps of 1:50,000 scale. Number of TP's along the pipeline route shall be kept to a minimum. Additional traversing requirement for TP optimization shall be carried out by the Contractor prior to finalization of TP's.*
- *Fixing of final alignment by precast RCC pillars in new route.*
- *In existing route, fixing of additional ROW boundary by precast RCC pillars. Location of existing boundary pillars, TP's etc. may not indicate the exact position of ROW. Hence, with the help of Pipeline locator, alignment of existing pipelines shall be ascertained.*
- *For major River crossings (bank to bank width exceeding 800m), a minimum straight length of 300m on either side of stable river banks shall be maintained to facilitate pipeline installation by HDD technique during execution i.e., no TP shall be kept within this section.*
- *For other river crossings minimum straight length of 200m on either side of river bank shall be maintained.*
- *For major Highway (NH, SH etc.) & Canal crossings, the minimum straight length on either side of canal bank or highway edge shall be kept as 100m.*
- *Preparation of Route Map by marking details falling within the 10 km strip (5 km on either side of the identified pipeline route alignment) including marking of change in approved city/town limit on SOI Maps of 1:50,000 scale. The SOI Maps required for preparation of Route Maps shall be digitized so as to make them compatible with latest version of AutoCAD software & the pipeline route shall be duly marked in the digitized maps.*
- *Marking-up of the final alignment of pipeline route staked on ground along*

with other relevant information (e.g., ROW limit; TPs; major crossings viz. Perennial Rivers, Railways, NH, SH, Major Canals etc.; Forest Areas; Wildlife Sanctuaries; Restricted ROW; etc.) on Google Earth & saving all the information layer wise in .kml format.

- Preparation of Profile drawing for the final pipeline route.
- Preparation of Alignment Sheets including planimetry details of the area falling within 50m strip from either edge of ROW, Ground profile along the pipeline route and other route details. The scale for planimetry drawings shall be 1:2500 both along and across the alignment. The scale for profile drawing shall be 1:2500 for horizontal distances and 1:250 for vertical distances. Further, existing IGGL facilities / pipeline details in the proposed route shall be clearly indicated in the planimetry details along with each river crossing in the proposed pipeline route, including all labour, material, equipment etc. complete in all respects as per specifications and direction of Engineer in charge/ Site Engineer. For rivers, flowing pattern (at the crossing locations) data of last 10 years shall be gathered and submitted along with the report. Also, the layout (as on date) of actual rivers / water bodies shall be shown in the Route Map.
- Obtaining seismic fault line data and plotting the fault lines on Route Map, Alignment Sheets as well as on ground.
- The details of existing Pipeline sections may be collected/gathered from local Station-in-Charge as per direction of EIC and field verification of all data/details shall be carried out and final report shall be prepared based on the exact site condition.
- Documentation in respect of Forest area, if any, required for the purpose of obtaining NOC from State/ Central level Forest Authorities, shall be prepared as per the following and submitted to Engineer-in-Charge after completion of both Detailed Engineering & Cadastral survey of the proposed Pipeline, progressively, on periodical basis:
 - (1) Copy of certificate, if Pipeline is not passing through National Parks/ Sanctuaries/any ecological sensitive areas.
 - (2) Final Pipeline Route (accepted by IGGL), duly marked on 1:50,000 Survey of India (SOI) topo sheets.
 - (3) Collection and documentation of data on distance of proposed Pipeline Route from declared eco-sensitive zones or archeological monuments/ structures, Mining/ Coal belt area, Sanctuary, Marine National Park, Wildlife corridor, different type of forests (declared Reserved, Non-reserved, Social, etc.).
 - (4) Arranging Cadastral maps/ Village revenue maps.
 - (5) Collection of ownership details viz. certified Record of Rights (RoR) for plots falling in RoU of proposed Pipeline from local

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administration.

- (6) *Copy of village revenue maps, pertaining to village falling en-route the Pipeline, shall be obtained from Revenue Authorities (i.e., village Patwari etc.). The Turning Points (TP's) and Intermediate Points (IP's) as staked on the ground after Detailed Engineering Survey, shall be plotted on the above village maps in sequential order. This involves positioning of the TP and IP locations on the village maps with respect to the existing field boundaries and other physical features on the ground.*
- (7) *After cadastral survey of the pipeline route, Forest plots falling in the Pipeline route shall be identified from RoR, etc. Forest land shall be categorized as wildlife, sanctuary, wildlife corridor, reserved forest, protected forest, revenue forest, gramya forest, jhar jungle and any area recorded as Forest as per government records/ Revenue Department.*
- (8) *Digitization of Pipeline RoW in cadastral maps and digitization of full village maps where forest plots are encountered shall be carried out and soft copies of the same shall be submitted to EIC.*
- *Preparation of crossing drawing: Crossing drawings shall be prepared for each individual obstacle like Railway line, National Highways, State Highways, other metalled roads, rivers, canals, watercourses etc. falling enroute the pipeline alignment. The crossing drawings shall have a key plan indicating the location of the pipeline and its distance with respect to nearby permanent structures and north direction upwards. All details like Chainage, TP/IP Nos., reference points, details of road/ railway/ river/ canal/ watercourse crossing shall be indicated in detail for quick and easy identification. The draft of the crossing drawings shall be got approved by the Owner prior to finalization.*
 - *Details of High Tension (HT) power supply line (running across / parallel to the ROW), underground crossings such as OFC, Telephone/Electric cable, Water/Sewer line and any other line crossing the pipeline ROW, or running parallel to ROW, within 100m from C/L.*
 - *Selection of Entry / Exit locations of the proposed pipeline with respect to the existing ROW shall be as per the instruction of Site Engineer / Engineer-in-Charge (EIC).*
 - *While conducting survey for identifying the new / diverted pipeline route, EIC shall be consulted for obtaining necessary information of the existing pipeline route and guidance for selecting the new / diverted route.*
 - *All survey details & deliverables including base maps shall be uploaded and integrated into Owner's Arc GIS (ESRI) server so as to obtain a seamless geo- referenced GIS database.*

2) METHODOLOGY:

- a) The field survey work shall consist broadly the following activities:
- (1) Alignment fixation and forward progress with Total Station.
 - (2) Chaining and transferring each Turning Point (on the ground) to map of 1:50,000 scale by use of Total Station.
 - (3) Collecting data and plotting HT power lines parallel to alignment and across the alignment.
 - (4) Levelling along the surveyed alignment with auto levels/ Total Station, taking longitudinal profile to reflect ground elevations. The same shall be connected with permanent bench marks in nearest proximity of the alignment.
 - (5) Collecting accurate details of horizontals distance and height differences along the longitudinal section of the pipeline route at the crossing point of each individual obstacle.
- b) Activities listed against (1) and (2) will lead to preparation of the route map. Activities shown against (4) will be required for development of the profile map and the activity indicated against (5) above is meant for preparation of the crossing drawings for individual obstacles.

3) STAKING OF PIPELINE ROUTE:

The pipeline shall be staked by placing suitably painted marker stakes at Turning Points (TPs) and at Intermediate Points (IPs) between consecutive TPs. All turning Points (TPs) and intermediate points are referred as Intersection Points. The pipeline shall be staked on the ground as follows:

- The Turning Points (TPs) shall be staked on the ground. After locating and marking the TPs, the intermediate points shall be staked while measuring slack distance. The staking shall normally be done at intervals of about 250 m along the Centre line of the pipeline.
- The intersection Points shall be serially and logically numbered from the starting point. The serial number of each Intersection Point shall be boldly inscribed on the marker stake. In addition, the Turning Point (TP) marker stake shall identify the Turning Point reference number from the starting point. Numbering to be done in consultation with EIC.
- The reference sketches shall carry the Turning Point reference number and their respective distance from the TP marker stake.
- Change in direction of line shall be marked on the TP marker stakes.

4) STAKES AND MARKER

- i. All marker stakes shall be of pre-cast reinforced cement concrete pillars, having dimensions 150 (L) x 150(B) x 300 (H) mm above ground level

and having dimensions 300 mm (L) X 300 mm (B) x 300 mm (H) in foundation as shown in the drawing and cast as a single unit for the above ground portion & foundation portion. The reinforcement for TP/IP has been provided in the drawing separately at the end of this section. TP/IP shall be fixed in center position with cement concrete at intervals of 250m approx. along the center line of the pipeline. The precast RCC pillar shall be fixed for identifying TPs, IPs and crossing location of pipeline route with NH/ SH, railway, major river, canal crossing as follows:

- (1) For TP, two precast RCC pillars shall be fixed along the two directions of the alignment.
 - (2) For IP, one precast RCC pillar at an average interval of 250 m shall be fixed.
 - (3) For crossings (metaled road, railway, canal and river crossing), 2 Nos. of precast RCC pillar shall be fixed on either side of the crossings.
- ii. All TPs shall be painted 'Post Office' RED and all IPs shall be painted WHITE for a height of 200 mm from the top. The TP/IP No. and the respective progressive chainages shall be written on both sides of the painted portion with BLACK paint.
 - iii. The payment for TP/IP pillars shall be made as per relevant item in SOR.

5) PIPELINE CROSSINGS:

5.1 General:

- 5.1.1 As far as possible, all pipeline crossings shall be made at right angles. The surveyor shall record the angles of crossing for all fences, property lines, utilities, railways, canal-streams etc. that are crossed. In addition, the true bearings of the centerline of the road, railway, canal as well as that of the pipe center-line shall also be recorded.
- 5.1.2 An enlarged profile for each crossing shall be prepared with a suitable datum with the help of collected survey data. The enlarged profile shall indicate horizontal distance in meters, level, height in meters, existence of any water (including its approximate depth), the position of the IP or TP (with its number) on the ground and the direction of the proposed survey. The horizontal distance shall be duly correlated with the TP/IP installed on the ground. In case of obstacles like rivers, perennial canals etc., the profile shall be taken showing water depth for which suitable method of Sounding shall be adopted. In case of major rivers, Eco-sounder shall be used for obtaining profile data.

5.1.3 A key plan, showing with reasonable accuracy, the point at which the pipeline route is crossing the concerned obstacle, shall be prepared at site. The help of telephone pole, kilometer post or any such permanent object shall be taken for this purpose. The key plan shall also depict the approximate angle at which the pipeline route is crossing the concerned obstacle.

- i. In the case of smaller "Crossings", the details regarding ground levels etc. will be shown up to 50 meters on either side from ROW limit of the "Crossing".
- ii. For larger crossings like river etc., the details regarding ground levels etc. will be furnished up to 100 meters on either side from ROW limit of the "Crossing".
- iii. For railway crossing, the details for a minimum of 60m on either side of center line of railway track at two extreme ends shall be furnished.
- iv. The serial number of each crossing along with progressive chainage of the pipeline route at which the said crossing occurs & its detailed description shall be suitably described on the body of each "Crossing Drawing".
- v. The key plan (not to scale) for the concerned "Crossing", as described earlier in this paragraph, shall be inserted on the bottom left-hand corner of each "Crossing Drawing". This key plan shall generally be accommodated within a box of size not exceeding 12cm x 10cm unless specifically required to be increased for any of "Crossing Drawing".
- vi. The North direction shall be correctly indicated in the Index plan.
- vii. No contours shall be shown on the key plan.

5.2 Following major crossing types are generally encountered along the pipeline route:

5.2.1 Railway Crossings:

The angles for all railway crossings shall be as close to 90 degrees as possible to the center-line of the railway but in no case less than 85 degrees. Any other requirements as furnished by railway authority should also be taken into consideration.

5.2.2 Primary Road Crossings:

Primary roads are the National & State Highways, all weather roads (paved/unpaved) and roads providing access to major cities/towns/important installations etc. The angle of crossing shall be as close to 90 degrees as possible but not less than 80 degrees. Any deviation, to the above shall be finalized in consultation with EIC.

5.2.3 Secondary Road Crossing:

The angles of crossing for secondary roads shall be as close to 90 degrees as far as possible, to the center- line of the roads. All seasonal roads, unpaved village roads, cart -tracks, etc. come under this category. The names and sizes of all the primary road crossings shall be included in the survey notes. Any deviation, to the above shall be finalized in consultation with EIC.

5.2.4 River/Stream/Nala Crossings:

These crossings shall be established as close as possible to the locations shown on the route map. Crossings shall be located in a comparatively straight reach of the river where the banks are stable and there is sufficient area for construction. Angle of crossing shall be as close to 90 degrees as possible. Any deviation, to the above shall be finalized in consultation with EIC.

Special considerations shall be required, while deciding the width of river crossings which are characterized by their perennial nature, meandering course, steep and potentially erodible banks, potentially scouring bed, large erodible flood plain and wide water course (high water mark to high water mark). Hydrological surveys (where ever feasible) shall be carried out to establish the river bed and water current profiles, to predict the behavior of the river with respect to change of course, scour of bed and erosion of banks etc., to obtain all other parameters related to design and installation of such crossings.

5.2.5 Canals/Drainages Ditch Crossings:

The angle of crossing shall be as close to 90 degrees as possible to the center - line of the canal/drainage ditch. Crossings shall be located where there is no evidence of slumping or erosion of banks, or bed. Any deviation, to the above shall be finalized in consultation with EIC.

5.2.6 Utility Crossings:

Utilities crossed shall be located at centerlines with stakes in the survey. The angle of crossing shall be measured and locations established relative to their above-ground facilities. The names and sizes of all utility lines shall be included in the survey notes. In the cases of overhead power and telephone lines, the distance to the poles and towers on each side of the survey line shall be measured, and the numbers of poles or towers noted. Line voltage shall also be recorded. Where ever possible, the survey shall establish that there is a minimum distance of 50 meters from the survey line to the nearest High-Tension pole or tower. Underground utilities shall

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be located as far as possible and staked for a minimum distance of 50 meters on each side of the survey line. Any deviation, to the above shall be finalized in consultation with EIC.

6) ROUTE MAP

- 6.1 All relevant Survey of India (SOI) Toposheets (1:50,000 scale) required for the preparation of Route Maps shall be procured & digitized either manually or with the help of software so as to make them compatible with latest version of AutoCAD software.
- 6.2 On the basis of the alignment plan proposed in reconnaissance survey, the pipeline route shall be plotted in digitized maps (1:50,000 scales after joining them together in proper order).
- 6.3 Following activities shall be involved in preparation of route map:
 - (1) The originating point shall be duly transferred and fixed on the ground based on permanent reference of the topo maps using Total Station.
 - (2) The alignment on the ground shall be fixed on the basis of the alignment marked earlier on the maps based on the alignment shown as per reconnaissance survey.
 - (3) Total Station will be installed on the starting point and the alignment will be made to progress in the same direction.
 - (4) The point at which the alignment undergoes a change in direction shall be called a "Turning Point" or a TP in the abbreviated form.
 - (5) Accuracy of the direction at all angle points shall be checked by check line measurement and verified by triangle calculations.
 - (6) Pegs shall be driven at convenient points at intervals not exceeding 250 meters and at the same time ensuring inter-visibility between two consecutive pegs. Each such peg position between any two TPs shall be called an "Intermediate Point" or an I.P. in the abbreviated form.
 - (7) Survey Engineers shall record the details of tachometry in the field books and such data shall be fed on to the computer to produce final data.
 - (8) The angle points and intermediate points shall be demarcated by precast RCC pillars on ground and the pillars numbered as per IGGL specifications.
 - (9) Numbering shall be done in such a manner that the identity of a particular IP can be established immediately, e.g., IP No. 45/17 shall mean the 17th IP after TP No. 45 towards the direction of progress of survey.

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- (10) The obstacles like railway lines, roads, rivers, canals, nallas etc. falling en-route and across the surveyed alignment, shall be serially numbered with the type of obstacle and its details be mentioned against each. Additionally for the purpose of identification, the location of or occurrence of each such crossing shall be properly recorded.
 - (11) The progressive chainage of the mid-point of each obstacle shall be considered as its crossing chainage, so far as the pipeline route is concerned. One IP will be installed on one side of the obstacle if it is a small one, and in the case of bigger obstacle like rivers, IP's shall be installed on both sides of the crossing.
 - (12) In order to precisely identify actual locations of the "Starting Point", "End Point" and all the "Turning Points" on the ground (in case of any of them being dislocated at later date), sufficient details with respect to three reference objects (like distance of the point from the three objects and the bearings of each line etc.) shall be recorded and furnished to IGGL. Such exercise is not considered necessary for IP's.
 - (13) In order to enable IGGL to ascertain as to what degree of bend will be necessary to be provided at each TP during construction of the pipeline, the deviation of the successive direction of the alignment with respect to the preceding one (measured clockwise with the zero being set to the preceding one) shall be recorded at each TP and furnished to IGGL. Also, the fore-bearing of the new direction of the alignment, taken from each TP shall be recorded and furnished to IGGL.
 - (14) Land required for pipeline ROW shall be classified based on usage e.g., cultivated land (indicating the name of standing crop, if there be any), barren land, reserved forest, orchards, sandy soil, rocky etc.
 - (15) HT power lines running parallel to the pipeline alignment with 100 meters on both sides of the center line are to be identified. KV rating of the line, distance from center line of the alignment is recorded and plotted on the Route Map. Data for HT lines across the alignment shall also be recorded and plotted on the Route Map.
 - (16) All crossings shall be made in such a manner that the angle between the centerline of the railway, highway, river, stream, canal or utility being crossed and the centerline of the pipeline route shall be as close as possible to 90 deg. but in no case less than 45 deg.
 - (17) For railway crossings the angle of crossing shall not be less than 85 deg. to the center line of railway.

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- (18) Turning points (TPs) shall not be provided very near to the crossings and should be on stable and firm ground.
 - (19) For major Rivers (bank to bank width exceeding 800m), Highways and other important utility crossings, a minimum straight length of 300m on either side of stable river banks shall be maintained to facilitate pipeline installation by Directional Drilling technique during execution i.e., no TP shall be kept within this section.
 - (20) The major river crossings shall be located in a comparatively straight reach of the river, where the banks are stable and there is sufficient area for construction. As far as possible, crossings shall be located where there is minimum evidence of slumping or erosion of banks or bed. The alignment at such crossings shall be finalized after consultation with the Engineer-in-Charge.
 - (21) For other river crossings minimum straight length of 200m on either side of river bank shall be maintained. For major Highway (NH, SH etc.) & Canal crossings, the minimum straight length on either side of canal bank or highway edge shall be kept as 100m.
 - (22) With details obtained as per the methods explained above, a Route Map shall be prepared, showing progressive number of the TP's and their cumulative chainages. The location of each crossing shall also be demarcated on the pipeline route indicating its serial number only.
 - (23) The overall width of the Route Map in the desired scale shall be kept limited to about 30 cm. Also, a key plan in the route map shall be depicted in scale 1:50,000.

6.4 Following critical details shall be indicated in the Route Maps:

- 6.4.1 Indication of Geographical "North" direction.
- 6.4.2 Indication of corresponding SOI Topo Sheet No. of 1:50,000 scale.
- 6.4.3 Incorporation of present development details (which are not indicated in the SOI Topo sheet) falling within 5km on either side of pipeline alignment in 1:50,000 scale.
- 6.4.4 All the major roads and railway lines coming in (from a place) and emerging out (to a place) on both sides of the pipeline alignment shall be indicated on the Route Map along with approximate distances to the places, e.g., Hyderabad (40km), Vishakhapatnam (30km) etc.
- 6.4.5 In the case of perennial rivers, flow direction of the river shall also be indicated on the Route Maps.

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- 6.4.6 National Highway, State Highway Nos. and Railway line details shall be indicated on the Route Maps.
 - 6.4.7 Pipeline Chainages in multiples of 5 KM (with respect to starting point) and chainages of start and end point of the Route Map and Match lines shall also be indicated on the Route Maps.
 - 6.4.8 TP and IP details.
 - 6.4.9 Indication of type of crossing e.g., Road, Railway, River, Canal etc. on the Route Map.
 - 6.4.10 Key Plan of the entire pipeline Route with the respective section (of the Route Map sheet) highlighted shall be displayed.
 - 6.4.11 A brief description of the start and end points of the Route shall be given on the Route Map also. This shall be in addition to the details in the Main Report.
 - 6.4.12 Details of Electrical power line crossing / running parallel in the ROW.
 - 6.4.13 Other details as per directions of Engineer-in-Charge.

6.5 In addition to preparation of Route Map on SOI Toposheets, the final alignment of pipeline route staked on ground shall be marked-up on Google Earth along with other relevant information e.g., ROW limit; TPs; major crossings viz. Perennial Rivers, Railways, NH, SH, Major Canals etc.; Forest Areas; Wildlife Sanctuaries; Restricted ROW; etc. & all the information shall be saved layer wise in .kml format.

7) PROFILE MAP

7.1 Following activities shall be involved in preparation of profile map:

- (1) The continuous profile of the proposed pipeline route shall be established from the leveling/Total Station heighted traverse and from the reduced levels taken. The level readings shall be recorded at following points along the pipeline route:
 - (a) At the starting point,
 - (b) At all Turning Points (TPs)
 - (c) At all Intermediate Points (IP's) staked on the ground.
 - (d) At all points on the pipeline route where there is a change in slope or a sudden/abrupt rise or fall in the ground level.
- (2) Due connection to the permanent bench marks (BMs) shall be provided to suitable IP's/TP's.
- (3) When the terrain is flat, reduced level shall be recorded along the pipeline route at 100m interval.
- (4) When the terrain is undulating observation of reduced level shall be

made at a sufficient number of points so as to give an accurate plotting of the ground profile along the route.

- (5) For road and railway crossings, the reduced levels shall be recorded at all points along the pipeline alignment wherever there is a change in slope within the entire width of the Right-of-Use (RoU)/Right-of-Way (RoW) of the road/railway.
- (6) For river/stream/nala/canal/large water-body crossings, levels shall be taken at intervals of 5M up to 30M beyond the highest banks on both sides. Levels shall be taken at closer intervals, if there is a change in slope.
- (7) In RoU/RoW having slope across the pipeline alignment, as encountered in hilly areas, Ghats regions, ravines and other similar areas; cross section at 50 M interval and for a length of 50 M on either side of the pipeline alignment shall be observed and recorded.
- (8) For major water crossing sites, cross section as mentioned in above clause shall be observed at both banks.
- (9) Method of RISE and FALL shall be used to compute reduced levels of various points. Check on computation shall be made by using the following formula: [Back site - Fore Site = Rise - Fall = First R. L. – Last R. L].
- (10) Maximum misclosure shall not exceed $24\sqrt{K}$ mm where 'K' is the distance in Km. Maximum length of line of sight shall not exceed 100m.
- (11) All levels shall be with respect to Mean Sea Level (MSL). A chart/Table shall be prepared and profile plotted.

7.2 Following details/information shall be indicated in the Profile Maps:

1. TP/IP No.
2. Chainages & levels of all TP's.
3. Deviation at TP's.
4. Chainages and levels of every alternate IP's.
5. IP's installed on the side/sides of "Crossings" shall also be shown in the profile map.
6. Any abrupt rise or fall in the ground level (where neither IP nor TP has been installed) showing the partial distance (from the previous IP or TP as the cases may be), progressive chainages, reduced level etc.
7. Nature of terrain/ground.
8. All "Crossings" shall be properly indicated with name, chainage & serial number.
9. For the purpose of depiction in the Profile Map, any "Crossing" which is at higher level than the adjoining ground, the highest level will be indicated. Similarly, for any "Crossing" which is at lower level with

respect to the adjacent natural ground level, the lowest level will be indicated in the profile map.

10. The locations of the "Crossings" (obstacles) shown in the Route Map and the Profile Map shall accurately match mutually.

11. Extra horizontal column shall be provided below and left blank for being subsequently used for indicating location of valves or other fittings on the laid pipeline.

7.3 Profile map of marshy / swampy area / water bodies:

For marshy or swampy area, survey work shall be carried out to determine profile of land and depth of water above ground. Marshy/swampy area shall not be treated as "crossing". Normal surveying and scaling techniques like staffing, stick measurement or other standard methods be adopted. Separate profile shall be drawn for such areas. The scale shall be 1:1,000 for indicating horizontal distance and 1:100 for vertical deviations.

8) BUILT-UP AREA

8.1 Monuments and Properties

The pipeline alignment shall run clear of the existing monuments, properties & structures etc. as follows:

Habitable Dwellings	100 meters
Structures	50 meters
Property Corners / Monuments	200 meters

For congested areas, closer distance may be adopted; however, location shall be approved by EIC.

8.2 Parallel Alignment:

The pipeline alignment wherever runs parallel to an existing or planned under/over ground facility will be treated as parallel alignment. For underground facilities surveyor shall identify and locate them with suitable special ground lath. The following clearances shall be observed in case of parallel alignment defined above.

- Between existing/planned electrical power cables/lines and the proposed line - 50.0 meters.
- Between existing/planned communication cables/lines and the proposed line- 25.0 meters.

8.3 Parallel Encroachment:

Unless otherwise stated, when the pipeline alignment runs generally parallel to a road or railway it shall be kept sufficiently clear of the RoU/RoW limits of the facility.

9) ACCURACIES IN MEASUREMENT

9.1 Surveyor shall incorporate corrections to the linear ground measurement due to standard errors, variations from standard errors, variations from standard temperature and pull.

9.2 The error on closure for measurements on vertical distance to establish bench marks shall not be more than $24\sqrt{K}$ mm (Where K is the linear distance in km). The observations for measurement of vertical distances on bench marks shall be read to accuracy to the nearest 5 mm and for Intersection Points and other points also in Pipeline route and at crossing to the nearest 10mm. The error of misclosure in vertical distance shall be distributed linearly.

10) CHAINAGE

10.1 Distance measurement will be made with the help of Total Station. However, in case of abrupt slope change 50 meter steel tape or 30 meter chain may be used.

10.2 Distance between Intersection Points staked along the pipeline route shall be measured and recorded. In addition, distance between level points shall also be measured and recorded.

10.3 Chainage will be continuous in the direction of survey i.e., for "XYZ" PL, chainage will start from "X" and it will progressively increase towards "Y" & "Z".

10.4 "X" shall be considered as (zero) '0' chainage.

10.5 The true bearing of all straits shall be observed and recorded.

10.6 Data on nature of terrain, viz. sandy, stony, vegetation, etc. and type of ground will also be recorded along with chainages of change points.

11) MEASUREMENT OF HORIZONTAL ANGLES

11.1 Horizontal angles are measured to indicate the change in direction of alignment and specify the horizontal bend at the Turning Points.

11.2 The line at both ends shall be tied to the grid control system being used for end facilities. True bearing at the start, end and at every 15-20 KM shall be observed to keep a check on errors in angular measurement.

12) SURVEY NOTES, OBSERVATIONS AND COMPUTATIONS

12.1 The procedures followed for both field and office calculations shall be

such that the results obtained shall be maintained by surveyor and shall be readily understood and retraceable.

- 12.2 All up-to-date notes and observations related to the basis for determination of boundary lines and corners shall be maintained by surveyors.
- 12.3 Survey records must contain schematic diagrams of all horizontal controls pertinent to the project showing all existing and established control points, bench marks, and any triangulation station and boundary lines.
- 12.4 Geo-graphical and UTM co-ordinates of all Turning Points and starting/end points of the pipeline shall be computed and furnished to EIC.
- 12.5 Survey reports in respect of Road, Railway, and River crossings /embankment should also specify the corresponding reference chainage /reference markers maintained respectively by the Rail way department, highway authorities and government departments in charge of Water bodies.
- 12.6 The report should also contain all information pertaining to the crossing; like Site office/Sectional office/Divisional office/Regional office of the respective railway, highway and water body authorities under which crossing is proposed. The officers responsible for issue of permission for crossings and their contact addresses etc. should also be included in the report.

13) MAPS & DRAWINGS

- 13.1 Contractor shall perform mapping & drawing work so as to contain all relevant data consistent with the survey notes & observations. The drawings shall contain details of roads, streets, highways, structures, all types of crossings, terrain, surface vegetation & all other details which will be required for the purpose of engineering design.
- 13.2 Following types of detailed survey drawings will be made:

Drawing Name	Scale
1. Right-of-Use Planimetry in UTM grid	1:2500 along the line 1:2500 across the line
2. Ground Profile	1:2500 Horizontal 1:250 Vertical

3. Profile map for marshy/swampy areas & water bodies e.g., ponds etc.	Horizontal = 1:1,000 Vertical = 1:100
4. Alignment Sheet	
a. Planimetry Drawing	1:2500 along the line 1:2500 across the line
b. Profile Drawing	1:2500 Horizontal 1:250 Vertical
5. Crossing Details (Road, Railway, Stream, Nala, Canal, etc.)	1:100 Horizontal 1:100 Vertical
6. Crossing details (River Crossing)	
a. Up to 250 M width	1:100 Horizontal 1:100 Vertical
b. Up to 500 M width	1:500 Horizontal 1:500 Vertical
c. Greater than 500 M width	1:1000 Horizontal 1:1000 Vertical
7. Detailed Pipeline Route Map	1:50,000
8. Additional Route Map for Hilly, Ghats and ravenous regions	1:15,000
9. Cross Section for sloping Right-of-Use	1:100 Horizontal 1:100 Vertical
10. Index maps (The pipeline route shall be superimposed and incorporate on the following SOI index maps)	
a. Map showing entire pipeline route	1:2,50,000
b. Detailed Route Map	1:50,000
c. Key Maps	1:10,00,000

Note:

1. Crossing drawings shall be prepared using same horizontal and vertical scale as indicated above. No. of sheets may be increased, if required

14. PRESENTATION OF FIELD SURVEY DATA

14.1 Survey Drawing:

Survey drawing shall contain the following data as a minimum requirement.

- (1) RoU/RoW Planimetry drawings shall show all objects within 100 meters on either side of the Pipeline in Plain.
- (2) In case of all rail, road, river, stream, canal and utility crossings, the angle of crossing shall be mentioned.
- (3) In case or rail, road, river, stream and canal crossings wider than 10m, the distances at the start and at the end of the crossing from the nearest IP shall also be mentioned. For crossings less than 10m, the distance of the center line of crossing from the nearest IP shall be given.
- (4) For all river, stream and nala crossings, the level of water at the time of survey and the approximate surface velocity of the flowing stream shall be observed and recorded and reported in the survey drawings. Also, the general nature of the surface soil (soft/hard, normal soil or rock/boulders) at the bed and banks of the river/steam/nala shall be observed and mentioned in the drawings.
- (5) Ground profile (chainage v/s ground elevation) for the entire pipeline route shall be prepared and presented in a tabular format.

14.2 Pipeline Route Map:

- (1) Pipeline route map shall show all features including, but not limited to roads and railroads, canals, streams, lakes, rivers, villages, towns, and cities that are located within a distance of 10 km from the pipeline center-line on either side of it. *For the entire region, contours shall be plotted on the route map at 20m contour interval.* Additional information like cultivated areas, barren land, areas prone to flooding, rocky areas and forests including access path/roads to ROU/RoW shall also be shown on the route maps.
- (2) Additionally for areas which are undulating such as hilly areas, Ghats regions, ravines, and other areas as directed by Company, Pipeline route map to a scale 1: 15,000 shall be drawn over a distance of 1.0 Km from the pipeline center-line on either side of it. *For such areas, contours shall be plotted at 10m contour interval.*

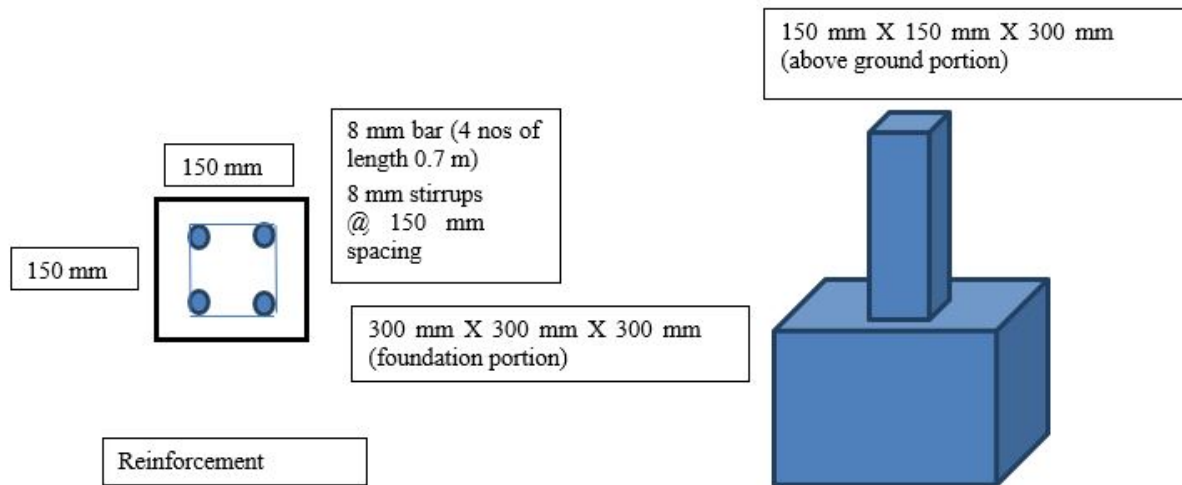
15. DOCUMENTATION & DATA SUBMISSION

15.1 The details to be furnished by the surveyor to IGGL are as follows:

- (1) Route Map on SOI Toposheets in 1:50,000 scale in hard (coloured) as well as soft form.

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- (2) Route Map of final selected route on Google Earth Application in .kml format.
 - (3) Profile Map in 1:2500 (H) and 1:250 (V) in hard as well as soft form.
 - (4) Alignment Sheets in hard as well as soft form.
 - (5) Profile Map of marshy/ swampy area/ water bodies in 1:1000 (H) and 1:100 (V).
 - (6) Crossing Drawings in hard as well as soft form.
 - (7) Details of TP's & IP's (consolidated).
 - (8) List of crossings (consolidated).
 - (9) Statement of angular deviations and bearings.
 - (10) Details of reference for all TP's, the starting point and the end point.
 - (11) Details of some permanent bench marks falling near the surveyed pipeline route.
 - (12) Details of land-use along alignment.
 - (13) Details of social forestry/ protected & reserve forest/ wild life sanctuary etc., if any, for the purpose of obtaining NOC from State/ Central level forest authorities.
 - (14) List of cart track along with chainages.
 - (15) Details of High Tension (HT) power supply line crossing the pipeline ROW, or running parallel to ROW, within 100 m. from C/L.
 - (16) If the route is passing through very congested area where clear width of 100 meter is not available such stretches should be identified and brought out in the report.
 - (17) Details of obstructions/ encroachment like permanent structure, electrical/ telephone pole, trees etc. on the existing ROW. Details of Restricted ROW, if any shall also be provided separately.
 - (18) Data regarding Environmental clearance to be furnished by the party. A copy of certificate needs to be submitted if Pipeline is not passing through National Parks/ Sanctuaries/Coral reefs and Ecological sensitive areas after the detail route survey. If the pipeline is passing through above mentioned classified zones, the party shall furnish information as per Annexure-G for Environmental Clearance.
- 15.2 All drawings/reports/formats etc. submitted to IGGL shall be prepared in electronic form. All drawings/sketches shall be prepared using latest version of AutoCAD compatible to GIS database.
 - 15.3 All the data shall be furnished in data base format agreed by IGGL. All reports and write-ups shall be in Microsoft Office software. All photographs shall be in JPG/TIF format.
 - 15.4 Two copies of final approved survey data/documents shall be submitted to the Owner on standard CD ROMs. In addition, three sets of hard copies of all approved survey data/documents shall also be furnished.

16. DRAWING OF RCC PRECAST PILLARS IN TP'S/IP'S



D. POPULATION DENSITY INDEX & LOCATION CLASSIFICATION SURVEY:

METHODOLOGY:

- 1.1 A zone, 400 m wide, shall be considered along the pipeline route with the pipeline in the center-line of this zone.
- 1.2 The entire route of the pipeline shall be divided into lengths of approx. 1600 M (one mile) on the "sliding mile" method such that the individual lengths will include the maximum number of dwellings which is intended for human occupancy.
- 1.3 Within each 1600 M zone, such dwellings shall be counted and reported along with other survey data. For this purpose, each separate dwelling unit in a multiple dwelling unit building is to be counted as a separate building intended for human occupancy.
- 1.4 The services associated with human dwellings such as water, gas and electrical supply, sewage systems, drainage lines and ditches, buried power and communication cables, streets and roads, etc. shall be recorded in the report.
- 1.5 The areas shall be classified based on guidelines as given below:

a) **Location Class-1:** -

A Location Class-1 is any 1600 M (one mile) section that has 10 or fewer dwellings intended for human occupancy.

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b) **Location Class-2: -**

A Location Class –2 is any 1600 M (one mile) section that has more than 10 but less than 46 dwellings intended for human occupancy.

c) **Location Class-3: -**

A Location Class –3 is any 1600 M (one mile) section that has 46 or more dwellings intended for human occupancy, except when a location class 4 prevails.

d) **Location Class-4: -**

A Location Class – 4 includes areas where multistorey buildings are located intended for human occupancy. This class includes the areas where traffic is heavy or dense and where there may be numerous other utilities underground. Multistorey means 4 or more floors above ground including the first or ground floor. The depth of basements or number of basement floors is immaterial. A class-4 location ends 220 meters from the nearest building with 4 or more storeys above ground.

2. *In addition to the criteria contained in aforesaid clauses, while classifying areas, additional consideration must be given to the areas where a concentration of people is likely, such as, temple, church, school, multiple dwelling units, hospital, recreational areas of an organized character, places of assembly, places of worship, etc. in Location Class 1 or 2. If one or more of these facilities are present in Location Class 1 or 2, the area shall be classified as Location Class-3. Concentrations of people referred herewith, are not intended to include groups of fewer than 20 people per instance or location but are intended to cover people in an outside area as well as in a building.*
3. *Notwithstanding the provisions of clause 1.5 & 2 above, while determining Location Class of an area due consideration shall be given to the possibility of future development of the area during the design life of the pipeline. If it appears likely that future development may cause a change in the location class; this shall be taken into consideration while determining its Location Class.*

E. SOIL SURVEYS

I. SOIL RESISTIVITY SURVEY:

1) **Brief Description**

The soil resistivity method involves driving 4 steel pins into earth in a straight line equally spaced with pin spacing equal to depth to which knowledge of average soil resistivity is required. The average soil resistivity, being the function of voltage drops between two outer pins, first the resistance in ohm between center pair of pins is determined. This measured

value of resistance is multiplied by a factor $2\pi a$ to obtain average soil resistivity, where 'a' is the pin spacing in feet.

2) Soil Classification

General guidelines for ascertaining the corrosive nature of soil are as follows:

Sl. No	Resistivity (ohm-cm)	Soil Type
(1)	> 10,000	Very Low Corrosive
(2)	5,000 – 10,000	Low Corrosive
(3)	2,500 – 5,000	Medium Corrosive
(4)	1,000 – 2,500	Highly Corrosive
(5)	< 1,000	Very Highly Corrosive

The soil resistivity readings obtained after survey shall be tabulated & the readings shall be jointly signed by Contractor's and owner's engineers after completion of each day of survey.

3) Soil Resistivity Survey shall be conducted along Pipeline ROW as per details mentioned in subsequent clauses.

ROW SURVEY:

- (1) Soil resistivity all along the route shall be measured at 125 meter interval by using standard 4 pin Wenner method. The soil resistivity data shall be recorded in the presence of Owner's representative in a tabular form as per prescribed format. The following pin spacing shall be used:
 - a. 100 cm
 - b. 300cm
 - c. 500 cm
- (2) The soil resistivity readings shall normally be taken at an interval of 125 meters at a depth of 100 cm, 300 cm and 500 cm. The readings at successive interval should not differ by a ratio greater than 2:1, otherwise the readings shall be taken at intermediate points to meet this condition of 2:1 ratio.
- (3) Soil resistivity shall also be measured at locations of all crossings such as road, rail, water crossing etc. and wherever there is a visible change in soil characteristics.
- (4) As an exception to point (2), the condition regarding 2:1 ratio shall not apply when the lower of the two readings is greater than 20000 ohm-cm.
- (5) Soil resistivity at locations other than the regular interval as noted in point (2) shall be paid on pro-rata basis.

II. SOIL CHEMICAL ANALYSIS SURVEY

- (1) The following tests shall be conducted on the soil samples/water samples for chemical analysis of aqueous extracts:
- Cations: Ca, Mg, Na, K.*
 - Anions: Chlorides, Sulphates, Sulphides, Carbonate, Bicarbonate, Phosphate, Nitrite, Nitrate,*
 - Anaerobic bacteria / aerobic bacteria*
 - General: Organic matter, moisture percentage, total dissolved solids, Oxygen activity.*
- (2) PH value along with Redox Potential measurements shall be undertaken for determination of soil conductivity for Sulphate Reducing bacteria and any other chemical analysis of relevance for correlation of soil resistivity values for assessing soil corrosiveness. Chemical composition results shall be co-related with soil resistivity values in evaluating soil corrosiveness.
- (3) PH Value determination of Soil/Water Samples in Pipeline ROW
- The soil/water samples at two depths i.e., at 1m & at 2.5m en-route the entire ROW (except where hard rock is encountered before 2.5m) shall be collected at an average of 1 km spacing (this interval may be reduced as per directions of owner's representative if the marshy land is encountered en-route) for conducting this test. pH value of soil/water samples shall be measured by using pH meter with scale calibrated from 0 to 14 pH. Battery operated pH meter may be used for above purpose. The hole made for taking the Soil/water samples shall be properly backfilled. Backfilling of earth shall be done by the Contractor to restore to original specifications. For the purpose of measurement, one unit of reading shall constitute measurement of pH value at these two depths.
 - The pH value data shall be recorded in the presence of Owner's representative in a tabular form as per prescribed format.
- (4) Chemical Analysis of Soil/Water Samples in Pipeline ROW
- Soil samples shall be collected at two depths up to 2.5m (one at 1.0m & other at 2.5m) en-route the entire ROW shall be collected at an average of 1 km interval or where soil resistivity is below 1000 ohm-cm by trenching/ excavating pits of appropriate size or auguring except where hard rock is encountered before 2.5m. Water when encountered will also be collected and analyzed for pH value.
 - Chemical Analysis of Soil/Water Samples in Pipeline ROW samples collected from two depths at each spot along with analysis of water

if found, shall be considered as one unit. Analysis of each sample will include complete soil chemical including water analysis as mentioned above. For analysis at any additional point other than the average of 1Km spacing if directed by Owner, shall be payable on pro-rata basis.

- (iii) The chemical analysis data shall be recorded in the presence of Owner's representative in a tabular form as per prescribed format.

III. SOIL STRATIFICATION SURVEY

- a) Soil/sub-soil strata for the entire ROW shall be carried out by auger boring in respect of soil type/classification and description of soil.
- b) The purpose of the survey is to know soil and rock strata beneath the ground level up to a depth of 2.5m along the pipeline route.
- c) The classification of the subsoil shall be identified and divided into following groups:
- Clay soil
 - *Sandy soil*
 - Moorum/soft rock & weathered rock which can be quarried with crow bars and picks etc.
 - *Hard rock or boulder for excavation of which chiseling, wedging and/or blasting are required.*
- d) The complete report of the sub-soil strata investigation obtained by auger boring in respect of lither logical variation, soil type/classification and description of the soil covering information on genetic classification (alluvium/black cotton/hard moorum etc.) and description of soil type and classification of rocks (hard/soft rock) by visual inspection, shall be submitted in 6 sets with reproducible copy for future needs and records in the prescribed Proforma.
- e) Soil Strata Survey along Pipeline ROW/River:
- (1) The contractor shall conduct soil stratification survey to determine the sub-soil characteristics along the pipelines route by boring 100 mm diameter up to a depth of 2.5 m from the ground level or till the rock is encountered whichever is earlier, by using auger type equipment at an interval of 250 m.
 - (2) Soil strata survey shall also be done on dry river beds (if any). Bore holes up to a depth of 5.0 meters or till the rock is encountered whichever is earlier, will be done at an interval of 50 m in dry river beds. In case the boring of hole is becoming difficult due to loose river sand, a hole shall be dig out around the loose hole area so as to

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keep away the loose sand and then the boring shall be made to reach up to the desired depth.

- (3) In case of flowing rivers, one bore hole shall be done on each bank up to depth of 5 m or till rock is encountered whichever is earlier. For flowing river, total two bore holes (for both the banks) shall be considered as one unit of reading.
- (4) The soil strata survey data shall be recorded in the presence of Owner's representative in a tabular form as per prescribed format.

IV. DATA PRESENTATION

As on-site data shall be collected as per prescribed formats.

- Soil resistivity data shall be plotted on semi log graph or as directed by the owner. Coloured graph in bar mode shall be submitted using different colour for data at different depth.
- The soil resistivity data in above stated form shall be furnished to owner in three sets.
- In addition to submission of above stated tabulated observations, a soil resistivity profile i.e., soil resistivity verses chainage on Graph in semi-log or X-Y linear scale depending on convenience graph shall be plotted for surveyed length on reproducible sheets and shall be furnished to the owner with three prints each with original reproducible sheet.
- pH value data shall be recorded and submitted as per prescribed format in 6 sets.
- Soil resistivity and chemical analysis data on 'Y' axis and chainage on X-axis shall be plotted on the same graph to facilitate analysis the results.

V. REPORT SUBMISSION

- a) Contractor shall submit in three copies of a full technical report incorporating the results of the above measurements, complete with all description, drawings, coloured graph, tabulations complete with histograms and other means of specifying the magnitudes and variations of measured parameters with depths and progressive lengths as may be required for undertaking the design of cathodic protection system. A draft report in three sets shall be furnished to owner for review before putting up of final report.
- b) The final report should be prepared in a scientific manner and would be comprehensive in nature. A synopsis indicating different chapters which should be included in the report has placed below for general guidelines.

Chapter-1:
Highlights indicating summary of corrosion survey and detail specification of instrument used.
Chapter-2:
Graphical display of soil resistivity results - This chapter includes computer printout of graphs made in bar mode in 3 different colours designating soil resistivity value in 3 different soil depths. The data should be plotted on semi-log or X-Y linear scale depending upon convenience.
Chapter-3:
Detail survey - This chapter includes introduction of the job carried out, defining scope of work, a general discussion on effect of soil resistivity on corrosion, details of activity, specifying test procedure and method.
Chapter-4:
Observation and discussion - This includes discussion of different observation made while doing soil resistivity, soil strata survey and soil analysis.
Chapter-5:
Recommendations.
Chapter-6:
Enclosures:
Soil resistivity survey details along ROWs - tabulating data as per daily report in a prescribed format. PH value analysis along ROW - tabulating data as per prescribed format. Soil chemical analysis along ROW - tabulating data as per prescribed format. Soil stratification survey- tabulating data as per prescribed format. PH value analysis - tabulating data as per prescribed format. Soil chemical analysis survey - tabulating data as per prescribed format.

F. CADASTRAL SURVEY & ESTABLISHMENT OF ROU IN ROW:

1. Scope of work for Cadastral Survey:

The scope of work shall include, but not limited to, the following works:

- (1) *Arrangement of village maps from Revenue authorities and tracing the same on good quality tracing paper.*
- (2) *Plotting of Turning Points (T.P.'s), Intermediate Points (I.P.'s) and pipeline route on the village maps based on their actual field positions staked after Detailed Route Survey. Marking the ROW boundaries on the village map and computation of area of each plot falling inside the ROW boundaries.*

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- (3) *Diversion of pipeline route, if found necessary, and incorporating similar details on village maps.*
 - (4) *Collection of true copy of Khatauni & Jamabandi and interim mutations from Revenue Patwari.*
 - (5) *Collection of rates of lands of various categories from the concerned Collector/authority.*
 - (6) *Generation of database of the land records, collected from the various authorities, in a Microsoft window based software package in English, Hindi & local languages as per requirement of the State/ Central Govt.*
 - (7) *Preparation of field book and schedule for publication of Notification U/S 3(1) of P&MP Act, 1962.*

2. Scope of work for Establishment of RoU in ROW:

The scope of work shall include, but not limited to, the following works:

- (1) *Liasoning with Press and expediting for publication of the notification in the Gazette of India U/S 3(1) of P&MP Act, 1962.*
- (2) *Comparing the published notification U/S 3(1) with the manuscript sent to MOP&NG by the Competent Authority and identifying mistakes, errors etc. Preparation of Erratum & Corrigendum in case of any discrepancy noticed and following up with Press for its early notification and publication in Gazette. Purchase of published copies (3 sets) U/S 3(1) and Certificate for date of sale of Gazette published U/S 3(1) of P&MP Act, 1962. The cost towards the purchase shall be reimbursed by IGGL against receipt.*
- (3) *Preparation and serving of notices U/S 3(1) to individual landowners and taking appropriate acknowledgement. Facilitation of hearing of objections U/S 3(1) and their disposal by Competent Authority.*
- (4) *Entry of Gazette notification U/S 3(1) in Rapat Roznamcha of the village Patwari and obtaining appropriate certificates in support thereof.*
- (5) *Preparation of schedule for publication of the notification in the Gazette of India U/S 6(1) of P&MP Act, 1962, follow-up with Press and expediting its publication in the Gazette.*
- (6) *Comparing the published notification U/S 6(1) with the manuscript sent to MOP&NG by the Competent Authority and identifying mistakes, errors etc. Preparation of Erratum & Corrigendum in case of*

any discrepancy noticed and following up with Press for its early notification and publication in Gazette.

- (7) Preparation and serving of notices U/S 6(1) to individual landowners and taking appropriate acknowledgement. Facilitation of hearing of objections U/S 6(1) and their disposal by Competent Authority.
- (8) All notices to individual landowners (after gazette notification under section 3(1) & 6(1) of P&MP Act 1962) and related other summons/orders shall essentially be served personally by the Contractor on behalf of the Competent Authority. In cases where personal delivery of the notices are not possible due to very specific and convincing reasons, the notices of this category may be served by registered post with acknowledgement due. A copy of such notices shall be affixed on the notice board of Competent Authority's office, Tehsildar's Office, Village Panchayat/ Village Halls and also on the wall of the house of the concerned person. A report shall be submitted by the Contractor to the Competent Authority in this regard in the manner prescribed by him.
- (9) Entry of Gazette notification U/S 6(1) in original Jamabandi of the concerned plot number and obtaining a certified copy of the same in support thereof.
- (10) Purchase of published Gazette copies (3 sets) in respect of all Gazette notifications under P&MP Act. for the ongoing ROW acquisition. The cost of the Gazette copies shall be reimbursed by IGGL against proof of receipt.
- (11) Calculation of land compensation payable and serving of compensation notices to the individual land Owners & obtaining appropriate acknowledgement.
- (12) Collection of yield/ rate of various crops and trees (involved in the ROW) from the concerned Govt. authorities.
- (13) Preparation of village maps on good quality tracing paper in double scale and development of fresh field book, for submission to the State Govt. authorities later.
- (14) Any other services and facilities, not specifically mentioned herein above or elsewhere in the tender document but are contingent in nature and are essentially required for efficient and expeditious completion of the job and for discharging the responsibility of the

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Competent Authority as per the requirement of P&MP Act, 1962 shall be provided by the Contractor at no extra cost to the Owner.

- (15) *Carrying out Cadastral Survey and measurement of each plot of affected landowner(s) falling within 20 meters RoU width for laying cross country natural gas pipeline, identification of ownership(s) and occupier of the affected land(s) with the support of Government Revenue department, Village Headmen and affected landowners, preparation of field book and computation of area in each affected plot, obtaining the signature of Landowner/village representative, Village Headmen, Revenue Field Officer, IGGL and Contractor representative in the Field report contenting the data of Village, Sub-Divisional/Block, District, name of affected landowner, area of affected land of the respective landowner, collection of interim mutations (if any), collection of Proof of Identification of affected landowner issued by Government (like Voter ID, Aadhar Card or Driving Licence), plotting of the pipeline route on newly surveyed cadastral/village maps to the scale 1:1000 showing plot boundaries with marking of Intermediate Points (IPS) and Turning Points (TPS) of the surveyed route as staked on ground, creation of survey numbers of individual affected plot(s)/owner(s) and plotting on village maps with reference chainage (or as per instruction by the Government Revenue department), obtaining the signature of Government Revenue department of the respective district for Record of Right holder(s), tracing/ scanning of newly surveyed cadastral Map of respective village, storage of document(s) and drawing(s) of identified RoU in both hard and soft reproducible forms and direction of Engineer-in-Charge, inclusive of all labour, material, equipment etc. including compensation to farmers on account of any damage to crops, fields etc. while conducting survey through fields, works complete in all respects, upto and including preparation & submission of schedule for 3(1) Notification for establishing right of users (ROU) under P&MP Act 1962 for proposed pipeline route, complete in all respects. Integrating cadastral & 3(1) details on Owner's Arc GIS server to obtain seamless Geo-referenced data for acquiring ROW of 20 m width for pipeline route." **This is to be executed where Revenue maps are not available.***

3. DETAILED METHODOLOGY:

3.1 Cadastral Survey:

Following procedure shall be adopted for carrying out various activities involved in Cadastral Survey,

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- (1) *Village maps, pertaining to villages falling en-route the pipeline, shall be obtained from Revenue authorities (village Patwari etc.) and shall be traced on good quality tracing paper.*
 - (2) *The Turning Points (TP's) and Intermediate Points (IP's), as staked on the ground after Detailed Engineering Survey, shall then be plotted on the above traced village maps in sequential order for each village. This involves positioning of the T.P. and I.P. locations on the village maps with respect to the existing field boundaries and other physical features on the ground.*
 - (3) *The pipeline center line route shall then be plotted on the village maps by joining the TP's and IP's in sequence.*
 - (4) *The ROW boundaries shall then be marked, on both sides of the center line plotted as above, on the village maps as per ROW width to be acquired.*
 - (5) *In case of any difference between the village map and actual field position, the respective village Patwari/ Tehsildar shall be approached and the changes, if any, shall be incorporated in the traced village maps.*
 - (6) *It is understood that the route staked on the ground after Detailed Route Survey, and for which Route Map has been prepared, is absolutely free of or outside any religious place, burial ground, Reserved Forest, Sanctuary, land earmarked in Master Plan for future development etc. to the maximum extent possible. The contractor is supposed to have kept the above and other such factors into consideration while finalizing the Route.*
 - (7) *However, if, on plotting of the ROW on the village map, it is still found that the route is passing through some religious place, burial ground, land already acquired for some other purpose, land already earmarked for future development in Master Plan, Reserved Forest, Sanctuary etc. or other such features then it may, in the opinion of the EIC, require partial or complete diversion of route to avoid these features. The diversion of route, as required, shall be carried out and the changes in route shall be incorporated in detailed engineering survey report and on the traced village maps also. Diversion may also be required to be done for any other reason if so, required in the opinion of the EIC.*
 - (8) *Field book shall then be prepared by the contractor. The area for each plot/ survey No./ Khata no./ Chak no. coming within the limits of ROW*

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shall be computed. The dimensions of the plots coming inside the ROW shall be computed with the help of Revenue scales (Gunia) and other Revenue instruments. The areas thus computed shall be converted in Hectares-Acres-Centiares for the purpose of preparation of schedule for Gazette notification.

- (9) *Schedule (in both Hindi & English) shall then be prepared by the contractor based on the above field book, for publication of the notification in the Gazette of India U/S 3(1) of P&MP Act, 1962, for all categories of land whether belonging to private owners or belonging to the local village Govt. bodies like Gram Panchayat etc. Land belonging to Central or State Government or to the Municipality, PWD, NHAI, Railways, Irrigation Deptt., Forest Deptt. etc. shall be identified separately for seeking permission to lay the pipeline from the respective agencies through their land. The schedule thus prepared shall then be submitted to the IGGL for further needful.*
- (10) *True copy of latest Khatauni & Jamabandi (the Revenue record of right holders) shall be collected from Revenue authorities in respect of each Survey no. falling within the limits of ROW and the actual owner and occupier pertaining to each plot shall be identified thereof.*
- (11) *Interim mutations, if any, shall be collected from the Revenue Patwari and the same shall be incorporated in the above Jamabandi.*
- (12) *The contractor shall ascertain from Revenue records and local Panchayat the details in respect of each plot as to whether the same is under cultivation or being used by the Owner himself or by somebody else.*
- (13) *The contractor shall obtain a certified copy of land rates of various categories as declared by the concerned District Collector.*

3.2 SERVICES FOR ESTABLISHMENT OF ROU IN ROW

Following procedure shall be adopted for carrying out various activities involved in establishment of ROU in ROW:

- (1) *Under the scope, the Contractor shall assist Competent Authority/ IGGL for submission of Schedule (prepared earlier in both Hindi & English) to MOP&NG for publication in Gazette. The Contractor shall further liaison with the Press and expedite the notification and publication of the schedule in the Gazette.*

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- (2) *The published Gazette notification U/S 3(1) shall be compared with the manuscript originally sent to MOP&NG by the Competent Authority and the mistakes, errors etc. shall be identified.*
 - (3) *Erratum and Corrigendum (in both Hindi & English) shall then be prepared by the contractor in respect of the identified mistakes, errors etc. in the published notification U/S 3(1). Competent Authority/IGGL shall send the same to MOP&NG for publication in Gazette. The contractor shall follow up and liaison with Press and expedite its publication in the Gazette of India.*
 - (4) *Notices U/S 3(1) (in local language) shall be prepared for serving on individual landowners.*
 - (5) *Notices U/S 3(1) shall then be served on individual landowners (shown in Revenue records as the Owner of the land on the date of the notification and to be identified with the help of concerned Panchayat member or Govt. Patwari or Village Watchman) and appropriate acknowledgement shall be obtained, as per the direction of the Competent Authority.*
 - (6) *The contractor shall facilitate hearing of objections filed by the land owners within 21 days of serving of notices U/S 3(1), by the Competent Authority and shall also facilitate in disposal of the above objections by the Competent Authority.*
 - (7) *Schedule (in both Hindi & English) shall then be prepared for publication of the notification in the Gazette of India U/S 6(1) of P&MP Act, 1962 and sent by Competent Authority/IGGL to MOP&NG for notification. The contractor shall follow up and liaison with Press and expedite its publication in the Gazette of India.*
 - (8) *The Gazette notification U/S 3(1) shall be got entered in Rapat Roznamcha of the village Patwari and appropriate certificates in support thereof shall be obtained.*
 - (9) *The published notification U/S 6(1) shall be compared with the original manuscript sent to MOP&NG by the Competent Authority and mistakes, errors etc. shall be identified.*
 - (10) *Erratum and Corrigendum (in both Hindi & English) shall then be prepared in respect of the identified mistakes, errors etc. in the published notification U/S 6(1). The same shall be sent by Competent Authority/IGGL to MOP&NG for publication in Gazette. The Contractor*

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shall follow up and liaison with Press and expedite its publication in the Gazette of India.

- (11) *Notices U/S 6(1) shall be prepared for individual landowners.*
- (12) *The above notices U/S 6(1) shall then be served on the individual landowners and appropriate acknowledgement shall be obtained, as per the direction of the Competent Authority.*
- (13) *The contractor shall facilitate hearing of objections filed by the land owners within 60 days of serving of notices U/S 6(1), by the Competent Authority and shall also facilitate in disposal of the above objections by the Competent Authority.*
- (14) *Substance of the Gazette notifications under Sections 3(1), 6(1) and their Erratum/Corrigendum if any, shall be published, immediately after obtaining of the respective Gazette copies, in the offices of the respective District Collectors, Sub- Divisional Magistrates, Tehsildars and also respective Sarpanch/Gram Pradhans along with wide publication in the respective villages as per the direction of the Competent Authority. Due acknowledgement shall be obtained from the respective Govt. offices where the substance of the Notifications has been sent for publication. Necessary letters for wide publication of the respective Notifications in the Govt./Revenue offices, shall be issued by the Competent Authority.*
- (15) *All notices to individual landowners (after gazette notification under section 3(1) & 6(1) of P&MP Act 1962) and related other summons/orders shall essentially be served personally on behalf of the Competent Authority with due acknowledgement from the concerned person and witnesses. In cases where personal delivery of the notices are not possible in the event of the person residing at some other place and there being no person authorized on his behalf to take the notice/summon, the notice/summon shall be served to the owner by Registered Post with acknowledgement due. Similarly, there may be a case where the person concerned refuses to take the notice/summon. In the event of such and other very specific and convincing reasons the notices may be served by registered post with acknowledgement due. There may also be cases where the address of the person concerned, who is residing/working at some other, is not available. A copy of such notices/summons, as in the above cases, shall be affixed on the notice board of Competent Authority's office, Tehsildar's Office, Village Panchayat/ Village Halls and also on the wall of the house of the*

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concerned person. A report shall be submitted by the Contractor to the Competent Authority in this regard in the manner prescribed by him.

- (16) *The Gazette notification U/S 6(1) shall be got entered in original Jamabandi of the concerned plot number and a certified copy of the same shall be obtained in support thereof.*
- (17) *The contractor shall purchase 3 (three) sets of published Gazette copies in respect of all Gazette notifications under P&MP Act. for the ongoing ROW acquisition process and forward the same to IGGL.*
- (18) *The contractor shall ascertain from Revenue records and local Panchayat the details in respect of each plot as to whether the same is under cultivation or being used by the Owner himself or by somebody else.*
- (19) *The contractor shall obtain a certified copy of land rates of various categories as declared by the concerned District Collector.*
- (20) *The land compensation payable to each individual landowner or Govt. authority shall then be computed based on the land rates and their individual areas falling inside the ROW. Notices shall be prepared for compensation to the individual land Owners and shall be duly served and appropriate acknowledgement shall be obtained in each case as per the directions of the Competent Authority.*
- (21) *The contractor shall assist the Competent Authority in preparation of Award for land compensation and its disbursement in the villages.*
- (22) *Providing services towards compensation against acquisition of ROW and other services shall be as under.*
- (a) *Ascertaining from Revenue records and local Panchayat the details in respect of each plot as to whether the same is under cultivation or being used by the Owner himself or by somebody else.*
- (b) *Collection of rates of lands of various categories from the concerned Collector / revenue authority.*
- (c) *Calculation of land compensation payable and serving of compensation notices to the individual landowners and obtaining appropriate acknowledgement.*

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(d) Assistance to Competent Authority in preparation of Award to individual landowners.

(e) Any other services not specifically mentioned here or elsewhere but are contingent in nature and essential for the on-going job shall be provided by the contractor at no extra cost to the owner

(23) Village maps shall be prepared on tracing cloth in double scale and fresh field book shall be prepared, for submission to the State Govt. authorities later. A soft copy along with original tracing shall be submitted to IGGL.

4. COMPUTERIZATION OF LAND RECORDS

Following procedure shall be adopted for carrying out various activities involved in computerization of land record:

4.1 The database of the land records collected from the various authorities shall be generated in a Microsoft windows based software package in English, Hindi & local languages as per requirement of the State/ Central Govt.

4.2 The data shall include names/ details of district, taluka, village, village-wise plot details, extent of area, land Owner, land enjoyer, type of land, land cost, crop cultivation, S.O. Nos. schedule 3(1) and 6(1) publication in the Gazette including the Erratum, etc. it shall be noted that the parameters mentioned above are not exhaustive and the contractor shall have to include additional data in the data base which are required for calculating land compensation, crop compensation etc.

4.3 Suitable software program shall be developed using common software package (like Visual basic) to link the data base in order to generate Schedule 3(1) and Schedule 6(1) notices in both English & Hindi languages for publication in the Gazette, notices in local language for serving to the individual land Owner, calculation of land compensation crop compensation etc. automatically.

4.4 Final database and program shall be submitted to IGGL in hard copy as well as in soft copy.

G. GEOTECHNICAL INVESTIGATION WORKS AT HDD CROSSING LOCATIONS

The geotechnical investigation works at HDD crossing locations under this tender shall broadly consist of the following:

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- 1) Marking of bore hole locations on the plan/cross sectional drawings of the HDD crossing locations prepared during detailed Engineering survey and preparation of bore logs & lithograph drawn on the cross sectional drawing prepared.
 - 2) Boring through all kinds of soil including rock up to the specified depth below bed level of river/canal/water bodies and ground level on land. Shell and Auger boring shall be resorted to above the water table. Whereas below the water table the bore holes shall be advanced by rotary drilling with mud circulation/shell and auger through all kinds of soil other than rock.
 - 3) Conducting Standard Penetration Test (SPT) at every 2 m depth starting the first test at 1.0 m depth below existing ground level up to 10.0 m below ground level and there after every 3 m interval or in every change of strata whichever is earlier.
 - 4) Collection of disturbed and undisturbed soil samples from boreholes.
 - 5) Collecting rock core samples from bore holes in rock and recording the Rock Core Characteristics.
 - 6) Conducting all necessary laboratory tests on collected soil/rock samples as per "Schedule of Rates" and Technical Specifications. The laboratory tests shall be carried out in NABL Accredited Labs or any other laboratory of repute.
 - 7) Preparation & submission of all data required for HDD methodology.
 - 8) Analysis of field and laboratory test data.
 - 9) Preparation and Submission of geotechnical investigation report including transferring the route alignment at site for fixing of bore hole points, preparation and submission of crossing profile of rivers, canals, water bodies and road/railways, preparation and submission of plans and drawings etc.
 - 10) The report shall include the following data as minimum requirement:
 - i. A plot plan showing all the test location with respect to reference Chainage including route alignment of HDD/Micro-tunneling crossing location.
 - ii. River profile along the crossing alignment showing the borehole positions and soil lithograph.
 - iii. General geological information of the site.
 - iv. Procedure of investigation and method of various testing adopted.
 - v. Detailed bore logs indicating co-ordinates, reduced level, ground water table etc., sub-soil section along various profiles indicating borehole number and depth in site tests like SPT.

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- vi. Methodology adopted for borehole plugging.
 - vii. All field and laboratory test results shall be plotted against depth and also in tabular form.
 - viii. Summary of results obtained from various tests and their interpretation to evaluate various soil parameters.
 - ix. Silt factor for scourable soil strata, borehole and depth wise shall be furnished in a tabular form.
 - x. Report shall also include whether any possibility of artesian condition exists below the riverbed or not.
 - xi. Liquefaction potential if any of the Sandy layers.
 - xii. Detection of fissures, voids etc. on undisturbed samples to be carefully examined and reported.
 - xiii. Longitudinal/ lateral friction coefficient between pipeline and soil.

11) Depth of borehole

The maximum depth of boreholes at different locations shall be as follows:

SL. No.	Location	Borehole Depth (m)
(1)	River Crossings	25* (For Brahmaputra River Crossing 50M)
(2)	Canal/Nala/Drain/Pond/Railways etc.	15
(3)	Road (NH/SH etc.)	10

Note * Depth of boring For Brahmaputra River Crossing shall be 50M.

- 12) Preparation of area plan at the point of crossing, showing details of existing features/ facilities for 50 M on either side of pipeline route alignment for a distance of 200 M from the banks on each side.
- 13) Preparation of crossing-profile with the help of surveying instruments. The profile shall be drawn showing the water depth at an interval of 20 m, for which suitable method of sounding/probing shall be adopted. The length of crossing profile shall include 200 M from the banks on each side.
- 14) Boring through all kinds of soil including rock upto the specified depth below bed level of river/canal/water bodies and ground level on land. Shell and Auger boring shall be resorted to above the water table. Whereas

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below the water table the bore holes shall be advanced by rotary drilling with mud circulation/shell and auger through all kinds of soil other than rock.

- 15) Conducting Standard Penetration Test (SPT) at every 2 m depth starting the first test at 1.0 m depth below existing ground level up to 10.0 m below ground level and there after every 3 m interval or in every change of strata whichever is earlier.
- 16) Collection of disturbed and undisturbed soil samples from boreholes.
- 17) Collecting rock core samples from bore holes in rock and recording the Rock Core characteristics.
- 18) Conducting all necessary laboratory tests on collected soil/rock samples as per "Schedule of Rates" and Technical Specifications.
- 19) Collecting & furnishing authentic hydrological data for the rivers available from the regulatory authorities. The data shall include but not limited to the following:
 - (a) High Flood Level (HFL)
 - (b) Discharge at HFL
 - (c) Velocity of flow at HFL
 - (d) Other river details such as meandering etc.

- 20) Each test as mentioned in the Schedule of Rates shall conform to the specification mentioned in relevant latest IS Code.
- 21) Contractor should check for the presence of underground services prior to commencing of boring or trial excavations and will validate and confirm that no underground services are at risk of being damaged or disturbed in any way.

22) BORING / ROCK CORING

- Boring shall be done in accordance with IS 1892. Minimum size of boring shall be 150 mm diameter and depth as specified in SOR/SCC. Boring shall be terminated at specified depth or refusal whichever occurs earlier and shall be subject to instructions from Engineer-in- Charge. Boreholes shall be measured from riverbed level/ GL.
- Shell and Auger boring shall be resorted to above water table. Below the water table the bore hole shall be advanced by rotary drilling with mud circulation/shell and auger through all kinds of soil other than rock. Suitable arrangements shall be made by the contractor for the same. While boring above water table, no water shall be introduced in the bore holes. Casing shall be used to support the sides of boreholes in soft to firm soils.
- Use of chisel/ percussion boring shall be permitted exclusively in strata having

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N greater than 100/30-cm penetration or less. If the rate of advancement of boring by chiseling is little or slow (i.e., less than 20 cm in 4 hours) the bore hole shall be advanced by core drilling with Nx size Tc bit and this core drilling operation shall be at no extra cost to the owner so long as the core recovery is less than 25%. Where core recovery exceeds 25% the Tc bits shall be used for coring in soft/weathered rock and diamond bit for hard rock. Double tube core barrel shall be used for coring. Type of Tc bit used for coring shall be indicated in the report.

- Boring/coring shall be carried out up to the specified depth below lowest river/canal bed level of the river/canal or as specified in SOR / SCC or as directed by Engineer-in-Charge. However, in case hard rock is encountered, maximum depth of coring in hard rock will be restricted to 10.0m
- Boring shall be carried out at an interval of **50 meter** (approx.) & up to a level specified in SOR / SCC or as directed by Engineer-in-Charge. Consecutive borehole positions shall have an offset of **10 meter** on either side of the center line of crossing alignment.
- A bore log conforming to IS 1892 shall be prepared immediately after completion of bore hole and shall be presented to the Engineer-in-Charge.
- Use of water, casing, bentonite slurry or wash boring shall be subject to the instructions from Engineer-in-Charge depending on the site conditions.
- After completion, the bore hole shall be grouted using cement mortar (1 cement: 3 sand) slurry with suitable tremie as per direction of by Engineer-in-Charge.

26) STANDARD PENETRATION TEST (SPT)

These shall be conducted in bore holes at every 2 m depth starting the first test at 1.0 m depth below existing ground level up to 10.0 m below ground level and there after every 3 m interval or in every change of strata whichever is earlier. For similar type of soil strata SPT may not be required to be repeated at close intervals. However, this should be decided by EIC of the work. The undisturbed representative samples shall be visually classified & labelled for identification and properly preserved for laboratory testing. SPT at and depth shall be terminated when the number of blows exceeds 100 for a penetration of 30 cm or less but disturbed samples shall be collected in every 2.0 interval up to depth of investigation.

27) SAMPLING

Undisturbed/disturbed soil samples shall be collected in the presence of IGGL representative.

28) UNDISTURBED SAMPLE

Undisturbed samples (UDS) of minimum 100 mm dia. shall be taken from bore holes and from representative strata at suitable interval depending on soil strata.

Interval of sampling shall be done in any change strata. Normal interval shall be 5 m. First samples shall be taken at 2.0m depth. For stiff clay area ratio of the sampling tubes shall not exceed 20%. In soft deposits, piston samples shall be used to collect UDS. Quoted rates shall include transportation of samples to the laboratory. For similar type of soil strata UDS may not be required to be repeated at close intervals. However, this should be decided by EIC of the work.

29) DISTURBED SAMPLE

Disturbed sample shall be collected from Auger cuttings or from split spoon sampler or SPT. These samples shall be preserved in air-tight containers and labelled properly prior to sending for laboratory tests.

30) LABORATORY TESTS

All laboratory tests shall be conducted on selected samples conforming to different relevant parts of Indian Standards IS: 2720 - 1973 and in consultation with Engineer-in-Charge. All the test results shall be entered in the final report. For some of the tests, at the discretion of the Engineer-in-Charge, IGGL Engineer shall be deputed to the laboratory.

a) Sieve Analysis

The specification for equipment and accessories required for conducting the test, the test procedure, laboratory observations and reporting of results etc. shall conform to IS: 2720 (Part-4).

b) Hydrometer Analysis

The specification for equipment and accessories required for conducting the test, the test procedure, laboratory observations and reporting of results etc. shall conform to IS: 2720 (Part-4).

c) Atterberg Limits

The specification for equipment and accessories required for conducting the test, the test procedure, laboratory observations and reporting of results etc. shall conform to IS: 2720 (Part-5).

d) Natural Moisture Content

The specification for equipment and accessories required for conducting the test, the test procedure, laboratory observations and reporting of results etc. shall conform to IS: 2720 (Part-2).

e) Bulk & Dry Density of Soil

The specification for equipment and accessories required for conducting the test, the test procedure, laboratory observations and reporting of results etc. shall conform to IS: 2720 (Part-7, 8 & 9).

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- f) **Specific Gravity**
The specification for equipment and accessories required for conducting the test, the test procedure, laboratory observations and reporting of results etc. shall conform to IS: 2720 (Part-3, Section-1 & 2).
 - g) **Direct Shear Test**
The specification for equipment and accessories required for conducting the test, the test procedure, laboratory observations and reporting of results etc. shall conform to IS: 2720 (Part-13).
 - h) **Triaxial Shear Test (UD)**
These tests shall be done on specimens saturated by application of back pressure. Only if the water table is at sufficient depth so that chances of its rising to the base of the footing are meagre or nil, the triaxial tests shall be performed on specimens at natural moisture content. The magnitude of the back pressure applied shall be indicated in the report. All stress-strain diagrams as well as Mohr's circle envelopes shall be included in the report.
The specification for equipment and accessories required for conducting the test, the test procedure, laboratory observations and reporting of results etc. shall conform to IS: 2720 (Part-12).
 - i) **Permeability Test**
The specification for equipment and accessories required for conducting the test, the test procedure, laboratory observations and reporting of results etc. shall conform to IS: 2720 (Part-17).
 - j) **Consolidation Test**
The specification for equipment and accessories required for conducting the test, the test procedure, laboratory observations and reporting of results etc. shall conform to IS: 2720 (Part-15).
 - k) **Unconfined Compression Test**
The specification for equipment and accessories required for conducting the test, the test procedure, laboratory observations and reporting of results etc. shall conform to IS: 2720 (Part-10).
 - l) **Swelling Pressure Test**
The specification for equipment and accessories required for conducting the test, the test procedure, laboratory observations and reporting of results etc. shall conform to IS: 2720 (Part-41).
 - m) **Free Swell Index Test**
The specification for equipment and accessories required for conducting the test, the test procedure, laboratory observations and reporting of results etc. shall conform to IS: 2720 (Part-40).

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- n) Shrinkage Limit Test
The specification for equipment and accessories required for conducting the test, the test procedure, laboratory observations and reporting of results etc. shall conform to IS: 2720 (Part-6).

 - o) Chemical Tests on Water & Soil Samples
Chemical tests shall be conducted on soil and water samples to report the following:
 - a) pH
 - b) Chloride
 - c) Sulphate
 - d) Sulphite
 - e) Organic contents
 - f) Total hardnessThe specification for equipment and accessories required for conducting the test, the test procedure, laboratory observations and reporting of results etc. for soil samples shall conform to IS: 2720 (Part-21,22,23,24,26&27).

 - p) Uniaxial Compressive Strength of Rock Sample
The specification for equipment and accessories required for conducting the test, the test procedure, laboratory observations and reporting of results etc. shall conform to relevant IS code.

 - q) Specific Gravity of Rock Sample
The specification for equipment and accessories required for conducting the test, the test procedure, laboratory observations and reporting of results etc. shall conform to relevant IS code.

31) ROCK INVESTIGATION

Information to be recorded shall be of following two types:

- A. General information (including name of the project, location, drilling method and sampling method etc.) and
- B. Rock characteristics, in situ tests and any equipment problem arising during drilling operation. The site engineer shall sometimes have to modify the proposed Borehole log format in order to fulfill some special requirements. The Contractor shall be responsible for core preservation and shall ensure that it is placed in well-labeled core boxes and always laid the same way. It is suggested that the core be laid as the lines in a book: from left to right and top to bottom.
- C. Recording of General Information
Details of Drilling and Sampling Methods

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1. Drilling technique (rotary, air or water flush), the make of the machine and feed type (ford, hydraulic).
 2. Coring method (double barrel, split inner tube, Tc bit, diamond bit, size of barrel and casing etc.).

Details of Boreholes

3. Borehole number
4. Sketch of Borehole location with indication of North and approximate scale of drawing.
5. Co-ordinates of position (if available).
6. Datum.
7. Elevation.
8. Surface condition.
9. Time and date of beginning and end of drilling operations.

Rock Core Characteristics

It shall normally include the following:

10. Depth of beginning and ending of each run.
11. The percentage recovery for each run with estimation of possible location of core losses.
12. Discontinuities description, spacing and dip.
13. Assessment of rock material strength.
14. Systematic description of rock material.
15. Water levels.
16. Mohs hardness
17. Any other details, such as drill rate, mineralization porosity etc.
18. Any other requirements of the client or the job.

The above characteristics should be recorded in the prescribed as per relevant clause mentioned below format.

D. Description of the Format

- (1) Run length and Depth Scale:
The most convenient way of recording the beginning and end of each run is by marking the run length along with the depth as indicated in the format.
- (2) Rock core recovery (or recovery %)
This is the ratio of the length of core recovered to length of core run and is expressed as a percentage. The parameter provides a useful guide to the quality of drilling operation.
- (3) Spacing of Discontinuities
Many ways of recording this characteristic exist. Three principal ways are:
 - (A) RQD – Rock Quality Designation
This is the total length of those pieces of core, which

is 10 cm in length or longer, expressed as a percentage of the run length. This provides a good indication of the quality of rock mass. (Obvious drilling breaks are not included).

- (B) **Number of Fractures per foot (or per 0.3 m)**
The number of fractures in any given 0.3 m length counted. If it is greater than 8, it should be recorded as 8 only.
- (C) **Fracture Spacing Index:**
An index value is assigned according to the spacing of consecutive joints as shown below:

Classification	Fracture spacing (in meters)	Fracture spacing index	RQD (%)	Fracture per 0.3 m
Very widely	> 1	1	100	0
Wide	1 to 0.6	2	100	0
Moderately widely	0.6 to 0.2	3	100	1
Closely	0.2 to 0.06	4	Interpolate	Interpolate
Very Closely	0.06 to 0.02	5	0	8
Extreme Closely	< 0.02	6	0	> 8

It is recommended that the number of fractures per 0.3 m value is used, the fracture spacing index being too complicated to be used at site and the RQD not being representative of possible crush zones.

- (D) **Weathering Index**
As many weathering indices exist, a choice has to be made. The following seven weathering indices are suggested.

Weathering Index	Description	Classification
I	Fresh to faintly weathered	3
	Weathering strictly limited to the major discontinuities	
II	Slightly Weathered	4
	Weathering developing along open discontinuities	

III	Moderately weathered	6
	Weathering is extending throughout the rock mass (Rock not friable)	7
IV	Highly weathered	8
	The rock mass is partly friable	9
V	Completely weathered	10
	Rock is totally decomposed and friable (the original rock structure still remains)	
VI	Residual soil	11
VII	No rock structure remains	12

(4) Joint Condition Index

The surface characteristics of joints are classified according to a five-point scale:

- (a) Clean surface
- (b) Surface stained with a surface coating (iron oxide, manganese oxide, etc.)
- (c) Staining and coating with less than 3 mm of clay of weathered clay.
- (d) Joint filled in between 3 and 6 mm of clay or weathered rock.
- (e) More than 6 mm of clay or weathered rock infill.

(5) Fracture Dip

Estimates of fracture dip should be recorded in degrees from horizontal.

(6) Rock Strength:

Rock strength is measured very easily on site with the point load tester. It provides a strength index well correlated to uniaxial compressive strength. The point load tester permits nearly continuous strength measurement. The stress index (in MN/ m²) is measured every 0.1 m to 0.2 m. When there is no precise way of measuring strength on site, a quick appraisal can be made this way and estimated value written.

(7) In Situ Tests:

It is recommended that all other tests except the strength tests should be recorded in this column. Results and descriptions of tests should be mentioned in the column 'DESCRIPTION'.

(8) Drilling Rate

It is always useful to record the drilling rate (wherever possible). It should be expressed in minutes per 0.3 m. A good ideal of rock hardness can be obtained this way.

(9) Description of Rock

The rock characteristics should be recorded in the following manner:

(a) Colour

It consists of an element from column 3 below, supplemented, if necessary, by a term from, column 2 and/or column 1.

Column – 1	Column – 2	Column – 3
Light	Pinkish Reddish Yellowish	Pink Red Yellow
Dark	Brownish Greenish Bluish Grayish	Brown Olive Grey White Grey Black

(b) Grain Size

The terms recommended are:

Coarse grained	60 mm to 2 mm	(Gravel size)
Medium grained	2 mm to 0.6 mm	(Coarse sand)
Fine grained	0.6 mm to 0.075 mm	(Medium & fine sands)
Very fine grained	< 0.075 mm	(Silts & clays)

(c) Texture and Structure

This characteristic is not very important because the same type of rock frequently has the same texture and structure. The terms used are sheared, cleared, foliated, lineated, massive, flow-banded, veined, porphyritic and homogenous.

(d) Rock Names

The terms used should be technically correct and concise. If there is any doubt, it is best to use a general name, which can be confirmed after thin section analysis e.g. granite rock or volcanic rock, etc.

(e) Estimated Mechanical Strength of Rock Materials
 When no field equipment is available an approximate appraisal of rock strength may be indicated in the rock description according to the following scale:

Scale	Point Load Strength Index (MN/ m ²)	Uniaxial Compressive Strength (MN/ m ³)
EH Extremely High Strength	>10	>160
VH Very High Strength	1-3	160-50
H High Strength	3-1	50-16
M Medium Strength	1-0.3	16-5
L Low Strength	0.3-0.1	5-1.6
VL Very Low Strength	0.1-0.03	1.6-0.5
EL Extremely Low Strength	<0.03	<0.5

(10) Water Level Measurements

The four existing columns should be used for measuring standing water levels in the evening and in the morning before commencement of drilling operations. When using the water, flush method, the evening reading should be made at least half an hour after the end of drilling operations.

When ground water is encountered during drilling operations, it should be indicated in the column 'Description'.

(11) Relevant Comments and Details

Comments on drilling progress or special events (rod broke, reducing casing etc.), details of rock variation and comments of flush returns may be mentioned.

At the end of Borehole log, date, time and to which the Borehole rig is moving should be recorded.

(12) Mohs scale of mineral hardness

The Mohs scale of mineral hardness is a qualitative ordinal scale that characterizes the scratch resistance of various minerals through the

ability of a harder material to scratch a softer material. The table below shows the absolute hardness measured by a sclerometer for few type of rock: -

Mohs hardness	Mineral	Chemical formula	Absolute hardness
1	Talc	$Mg_3Si_4O_{10}(OH)_2$	1
2	Gypsum	$CaSO_4 \cdot 2H_2O$	3
3	Calcite	$CaCO_3$	9
4	Fluorite	CaF_2	21
5	Apatite	$Ca_5(PO_4)_3(OH^-, Cl^-, F^-)$	48
6	Orthoclase feldspar	$KAlSi_3O_8$	72
7	Quartz	SiO_2	100
8	Topaz	$Al_2SiO_4(OH^-, F^-)_2$	200
9	Corundum	Al_2O_3	400
10	Diamond	C	1600

32) DETAILED REPORT

Detailed report as per standard specification shall be prepared and submitted as soon as the field and laboratory works are completed in a draft form for our review and comments. The report shall consist of analysis of field and laboratory test data and recommendations for various design parameters. All the information as mentioned below shall be furnished in the draft copy of final report. After reviewing, contractor shall be informed about our comments/ remarks, if any, and the same shall be incorporated. 6 (six) copies, along with a soft copy (CD) of final reports shall be submitted. The report shall also include but not limited to following:

- (1) A plot plan showing all the test location with respect to reference Chainage.
- (2) Development of Plan with route alignment of HDD across rivers.
- (3) River profile along the crossing alignment showing the borehole positions.
- (4) General geological information of the site.
- (5) Procedure of investigation and method of various testing adopted.
- (6) Detailed bore logs indicating co-ordinates, reduced level, ground water table etc., sub-soil section along various profiles indicating borehole number and depth in site tests like SPT.
- (7) Methodology adopted for borehole plugging.
- (8) Detailed Analysis of sub-soil profile along with all the relevant calculations shall be appended in the final report.
- (9) Presentation of Ground Penetrating Radar Survey Data in a 2D and 3D format. Detailed Analysis of sub-soil profile along with all the relevant

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calculations shall be appended in the final report.

- (10) Comparison of Ground Penetrating Radar Survey Results vis-à-vis the soil bore log data for better interpretation of GPR Survey Data.
- (11) All field and laboratory test results shall be plotted against depth and also in tabular form.
- (12) Summary of results obtained from various tests and their interpretation to evaluate various soil parameters.
- (13) Detailed Rock Investigation Report.
- (14) Silt factor for scourable soil strata, borehole and depth wise shall be furnished in a tabular form.
- (15) Report shall also include whether any possibility of artesian condition exists below the riverbed or not.
- (16) Liquefaction potential if any of the Sandy layers.
- (17) Calculation of scour depth & furnishing scour profile showing the bore hole position.
- (18) Hydrological data such as High Flood Level (HFL), maximum floods discharge (Q), Av. velocity of flow etc. shall be incorporated in the report.
- (19) Detection of fissures voids etc. on undisturbed samples to be carefully examined and reported.
- (20) Longitudinal/ lateral friction coefficient between pipeline and soil.

H. OBTAINING STATUTORY APPROVALS/PERMISSIONS FOR PIPELINE CROSSING:

- i. Obtaining approvals / permissions from respective State / National and other statutory authorities for the various pipeline crossings en-route such as National Highways, State Highways, other Roads, Railways, River, Canal / Drain Crossings or any other utility crossings etc.
- ii. Approvals / permissions shall also be obtained from respective State / National and other statutory authorities for any forest areas, wildlife reserves, bird sanctuaries, eco-sensitive zones etc. coming in the proposed pipeline route.
- iii. Owner shall provide necessary letters to the State Govt. / Central Govt. / any other authorities as and when necessary. Necessary technical details of the pipeline for making the applications shall be provided by the Owner. Any statutory and license fees applicable will be paid / reimbursed by the Owner on production of original demand note / documentary evidence from the concerned authorities.
- iv. The scope of work for obtaining pipeline crossing approvals/permissions, except forest clearance, shall include, but not limited to, the following works:
 - a. Collection of application format for approval / permission from respective State / Central Authorities.
 - b. Preparation of applications / drawings in the required format.

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- c. Submitting the application with all supporting documents and drawings to the respective Authorities.
 - d. Follow-up and expediting with the respective Authorities.
 - e. Obtaining approvals / permissions from the respective final Authorities.
 - f. Arranging signing of agreements if any with concerned Authorities.
- v. Support services for forest clearance:

The scope of work for obtaining forest clearance shall include, but not limited to, the following works:

a) Submission of Application to Forest Department

Based on the inputs collected during Cadastral Survey work, for submission of forest diversion proposal to concerned PCCF/ Forest office, following points to be complied:

- Arranging Form-A PART I and providing assistance for filling by Owner.
- GPS enabled Pipeline route survey to be carried out and details should be provided in .kml file format in soft copy along with PDF version of Survey of India Maps having route of the pipeline marked on the same.
- Collection of details of reserve forest from concerned Forest Division and marking the same with DGPS coordinates on the TOPO SHEETS.
- Forest and non-forest land schedules containing plot No., khata No., area, type of land and any other related data duly authenticated by concerned Tahsildars shall be prepared in detail for each village.
- Forest maps and/or VEGITATION MAPS (Satellite Imageries indicating forest areas, forest density classification) shall be collected by the contractor from State Forest Department, if available in hard & soft copy. The pipeline route shall be marked on these maps with GPS/DGPS coordinates.
- The respective cadastral maps where forest patches are encountered should be authenticated by Revenue Officials and Tahsildars. The pipeline route and forest patches to be highlighted properly. A proper legend should be prepared indicating the pipeline route (preferably in red) and forest patches (preferably in green).
- Preparation of division wise consolidated area of forest land including Reserve Forests, Protected Forests, DLC forest lands (which prior to submission of the DLC report was having the legal status of non-forest), Social Forestry etc.

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- Original Topographic maps collected from Survey of India should be annexed to the diversion proposal. Pipeline route to be indicated in the map.
 - Six sets of files, including TOPO SHEETS and CADASTRAL MAPS as advised by forest department, will be prepared.
 - Accordingly, files to be prepared for each division separately containing the above details and any other related documents with proper indexing and submitted to concerned PCCF/Forest office.
 - Liaisoning with forest officials for PART-II, III, IV and V of form A.
 - The diversion proposals are to be forwarded to the concerned DFOs from concerned PCCF/Forest office after obtaining the state serial number. Follow up is to be made for the same.
 - Joint site inspection is to be done with the Revenue and Forest officials in presence of the Owners representative for all the forest patches. Arrangements are to be made for organizing the same.
 - Trees to be felled during construction should be enumerated during Joint site inspection. Even forest density survey to be done and data to be prepared for submission to Forest Department, if required.
 - Forest land to be demarcated by pillars and enumerated trees should be numbered/marked as per the advice of the Forest officials.
 - Forward & Backward bearing shall be marked on the pillars used for demarcation of forest land.
 - Joint site inspection report is to be prepared and authenticated by all the officials present during the process of site inspection. The Contractor has to provide support for ensuring timely preparation of the same.
 - If Pipeline route encounters any wildlife sanctuary alongside within 10 Kms from the boundary wall of the Wildlife, Survey Agency shall ensure availability of map of the concerned Wildlife and mark distance of the pipeline alignment from the boundary of the wildlife.
 - Survey agency shall get this map authenticated from the concerned State Forest Department (DFO)
- b) Compliance under Forest Right Act (FRA), 2006: The Schedule Tribes and other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006

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- A certificate under Forest Right Act (FRA), 2006 (Proforma available at any Forest Office in the concerned State) duly signed by the District Collector/District Authority for the concerned forest divisions in which the forest land is falling in the pipeline route to be obtained by the Contractor.
 - For obtaining FRA certificate, following steps are required to be followed by the Contractor:
 - Requirement of obtaining certificate under FRA is normally intimated by the concerned DFO to the respective District Collector followed by necessary instructions to the concerned BDO for the same. Gram Sabha has to be conducted at each and every village where forest patches are encountered along the pipeline route.
 - The Gram Sabha shall be conducted in the presence of Sarpanch/village head of the respective villages, Owner, Panchayat Executive Officer, Ward Members and villagers. The Sarpanch of the concerned village is normally instructed to conduct Gram Sabha by the concerned Block Development Officer.
 - Minimum 50% adult villagers (above 18 years of age) attendance from the concerned village for Gram Sabha is required. For this purpose, advance intimation, drum beating/announcement etc. if necessary to be carried out by the Contractor. It is the responsibility of the Contractor to ensure minimum attendance of villagers in the Gram Sabha.
 - After completion of Gram Sabha meeting, resolution is signed by minimum 50% of adult members of the concerned village stating that they have No Objection if pipeline will pass through the forest land.
 - The resolution is to be endorsed by concerned Sarpanch and BDO.
 - Sub collector will conduct Sub divisional level (SDLC) forest committee meeting on receipt of report from BDO. Sub collector will send the resolution with remark of SDLC to Collector office.
 - Collector will conduct District level forest committee (DLC). On resolution of DLC collector will issue certificate.
 - Finally, Collector shall issue the certificate to DFO based on Gram Sabha resolution. Contractor shall maintain continuous follow ups and liaison for the same.
 - Contractor shall ensure that all the latest provisions for conducting Gram Sabha are taken care. He would also ensure that during the periodicity of contract, if any change in any of the Act, FCA-1980, FRA-2006, Wildlife-1972

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etc., are announced by MoE&F, Delhi through any of their circular, same shall be abided by the contractor to facilitate Forest Clearance for the project.

c) Geo referencing and preparation of shape files of Forest Plots

- Proposal for diversion of forest land to accompany Geo-referenced maps prepared using Differential GPS (DGPS), in shape file containing digital map along with hard copy verified and authenticated by Competent Authority as nominated by the respective State Government for the pipeline project. Further the maps are to be authenticated by the respective divisional DFOs. It is the responsibility of the Contractor for conducting DGPS survey and preparation of Geo-referenced maps in shape files and submitting the same in hard copy (in 6 sets) and soft copy and getting the required authentication from concerned officials.
- The process of Geo-referencing based on DGPS data collected during Survey and preparation of shape file involves following methodology:
 - Primary Control Points (PCP) points collected are to be fed in triangulation software, if required, in computer for eliminating redundant data and establishing of useful data.
 - Digitized cadastral maps submitted as part of pre-requisite will be geo-referenced with the help of concerned GIS software with DGPS data from secondary points thus collected at least 4 points per cadastral map. Pillars shall be posted demarcating the forest boundary and DGPS readings should be observed for the pillars points. Care should be taken that the area calculated from shape file and area bounded by the pillars should match within the acceptable tolerance. The data authenticity will be checked with high resolution satellite imagery in background of digitized cadastral map. Faulty/ redundant data are discarded and complete geo-referencing of cadastral map is done using satellite imagery. Thus 1:1 mapping is done for full cadastral map which enables accurate calculation of area within any given contour by moving the cursor.
 - Composition of DGPS maps shall be done to show demarcating pipeline route, forest plots, derivation of geo-coordinates of forest plots, calculation of area of forest land requiring diversion etc. This is called shape file which is opened by designated GIS software.
 - The shape file will be converted to JPG format and required number of print outs will be taken along with incorporation of legend, marking of

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forest plots etc. which will be authenticated by DFO/DFOs/ Competent authorities as nominated by respective State Govt.

d) Processing forest land diversion proposal under Forest conservation Act (FCA)1980:

The diversion proposal prepared at respective DFO offices should contain the following documents in proper format:

- Forest and non-forest land schedules along with cadastral maps and topographic sheets indicating forest plots and pipeline route properly indexed.
- FRA certificates received from District Collectors office.
- DGPS maps in shape files for forest plots (soft and hard copies)
- Forest maps of the State Government (if available)
- The cadastral maps, topographic maps, joint site inspection (forest, revenue & user agency) report, site inspection report of DFO, tree enumeration report, timber value calculation sheet, Net Present Value of the Forest land (NPV), forest loss calculation sheet, etc. of the concerned forest divisions should be authenticated by the DFO concerned.
- Compensatory afforestation (CA) scheme has to be furnished along with the diversion proposal by respective DFO/ DFOs.
- The forest density and eco-class of forest information to be incorporated in Part-II filled by concerned DFOs. This information will be collected by contractor from Forest Department.
- In addition to existing route, two nos. alternate routes will be marked in Topo sheet showing that the least reserve and protected forest/area is encountered in the route selected for the proposed pipeline.
- Status of Government non-forest land as on 25.10.1980.
- Any other documents as required by the forest officials (Division profile, District Profile etc.).

It is the responsibility of the Contractor to continuously maintain follow ups for ensuring timely submission/forwarding of the diversion proposals accompanied with the required documents as detailed above along with the proposal for compensatory afforestation from the respective DFOs to the nominated Nodal DFOs and then to concerned PCCF/ Forest office through concerned RCCF, Nodal CCF, etc. and from PCCF office to

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concerned State Govt. (Forest Dept.). Alternate route study along with route maps to be submitted for justification of route selection.

- e) In case of forest clearance under Protected areas (Wildlife Sanctuary or National Park / declared eco-fragile zones, CRZs, Elephant reserve/ Elephant corridor) the Contractor has to provide necessary assistance as may be required by the Owner in this regard and maintain continuous follow-ups with forest /Wild-life / CRZ / Park / Sanctuary officials and concerned state authorities (e.g. Chief Wild Life Warden) for obtaining the clearance including preparation of wildlife management /conservation plan.
- f) Carrying out survey for trees in non-forest Government land and obtaining permission for tree cutting in non-forest Government lands.
- g) Obtaining tree cutting permission & liasoning with concerned State departments for cutting of trees in forest area & non-forest Government land.
- vi. Payment shall be made against obtaining permissions from the concerned Authorities. For obtaining permissions / approvals from respective Authority, all crossing permissions for Roads, Rivers and Canals under one Authority/ jurisdiction shall be considered as One permission only irrespective of No. of applications made i.e., for applying and obtaining permission for three crossings under the same Authority, shall be considered as one permission only, for the purpose of payment. For Railway crossing, each crossing shall be treated as separate and payment shall be made separately for each crossing on unit basis.
- vii. Providing geo-referenced GIS database of pipeline route compatible with Owner's ARC GIS (ESRI) server for uploading and integration.
- viii. It shall be deemed that the tenderer is well acquainted with the nature of work and implications involved in performing the above activities including collection of the required input data from the concerned offices of Revenue Dept. Price offer of the tenderer against this work shall be inclusive of all expenses to be incurred by them for all the contingencies involved in delivering and discharging the scope of work.
- ix. If the proposed route of the pipeline passes through Govt. land, obtaining necessary permission for laying the pipeline through such land shall be under the scope of the Contractor. IGGL shall render assistance in obtaining such permissions by way of issuing necessary recommendation letter, if so required. It shall be the sole responsibility of the survey agency to follow up and get necessary permission from the concerned authorities.
- x. All details & deliverables shall be uploaded and integrated into Owner's Arc GIS (ESRI) server so as to obtain seamless geo-referenced GIS database.

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4) SURVEY TEAMS AND EQUIPMENTS

4.1 Contractor shall deploy dedicated manpower for doing all survey works and obtaining Crossing/ Statutory permissions from respective authorities as per directions of Engineer-in-Charge.

4.2 DEPLOYMENT OF MANPOWER AND EQUIPMENT:

- (1) The tenderer shall furnish detail list of equipments to the Engineer-in-Charge. The list shall be exhaustive & main / peripheral equipment shall be clearly identified. Bio data of the key personnel involved shall also be furnished. The bidder shall provide a resource- based network justifying how they propose to execute & complete the works to meet the specified time schedule.
- (2) Make and model of the instruments proposed to be deployed for soil investigation; their team-wise break-up shall be furnished along with the tender.
- (3) Proposed manpower / equipment / transport deployment and other facilities shall be treated as contractual obligation in the event the tenderer is awarded the job. Decision of Engineer-in-Charge in respect of adequacy of any of the aforesaid services shall be final & binding on the Contractor.
- (4) The contractor shall deploy only qualified supervisory and craft personnel, who are well conversant and authorized for this type of work.
- (5) An experienced Geo-Technical Engineer or Qualified Civil Engineer of adequate experience in geotechnical field shall be deployed for the entire work.
- (6) Details of manpower deployment, office facilities, computer hardware, field transport facilities to be provided by the Contractor for each specific work/activity shall be submitted to the EIC.
- (7) The scope of work shall include arrangement of accommodation, transport facilities etc. for the field staff of the soil investigation agency.
- (8) The contractor shall provide proper & adequate Laboratory / Testing facilities for testing of soil samples collected during field investigation. Equipments & testing methods shall be as per relevant latest IS Codes / Standards and as per Specifications. Details of the same shall be submitted along with the offer. The facilities shall be open to inspection by Owner or his representative at any time during the work and witness of testing & storage of samples brought from site.
- (9) If Owner is not satisfied with the testing facilities/ procedures/ methods, contractor shall provide alternate testing facilities as per directions of Owner.

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5) **PROVISIONS NOT COVERED UNDER THE SCOPE OF CONTRACTOR'S SERVICES**

The following are not included under the scope of the services to be provided by the Contractor:

- (i) Salary, TA/DA and residential accommodation for the Competent Authority.
- (ii) Office accommodations, transport, furniture, and telephone facilities for the Competent Authority.
- (iii) Any fees payable to Govt. Authority, on behalf of IGGL.

6) **STATUTORY PERMISSION & COLLECTION OF DATA**

- a. All necessary permissions/ licenses from the statutory authorities required for conducting the survey work covered under scope of this tender shall be arranged by the Contractor themselves at their own initiative and cost. IGGL shall render assistance in obtaining such permissions by way of issuing necessary recommendation letter, if so required. It shall be the sole responsibility of the survey agency to follow up and get necessary permission from the concerned statutory authorities.

The scope of work under collection of data/ details shall include as under:

- (i) Type of soil at river bed, scour depth etc. at crossing locations. If type of soil and scour depth details are not available, type of soil in river bed to be found out and scour depth to be calculated taking into consideration the site conditions at no extra cost to Owner.
 - (ii) Information relating to mining areas, reserve forest, city limit and industrial area expansion plans etc. needs to be collected at their initiative from or in consultation with various Govt. /Statutory bodies.
 - (iii) Information related to forest area falling within ROW.
 - (iv) Village Revenue maps and ownership details of the required plots.
 - (v) Rate and Yield of various crops and trees from respective govt. departments.
 - (vi) Rate of various categories of land as declared by authorized govt. agency
 - (vii) Rate of various temporary civil structures, falling within ROW, from concerned State Govt. Authorities.
- b. Necessary certificate would be issued by IGGL in favour of the survey agency only as an assistance to establish identity of the survey agency. However, it would be their exclusive responsibility to collect the aforesaid authenticated details and incorporate the same in the report.

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- c. The scope of work includes collection of Jamabandi, interim mutation, if any, from the local Patwari of the Revenue Department. These details shall be collected at Contractor's own initiative and cost, if any.
 - d. All documents collected from the Govt. Authorities shall be duly authenticated with official signatures and stamp. In case any fees are required to be paid for such authenticated document, the same shall be reimbursed on production of receipt and documentary evidence.
 - e. For effective liaison with Government Authorities for obtaining permissions, the contractor shall engage retired personnel of concerned department, preferably.

7) ARRANGEMENT OF SURVEY OF INDIA TOPO SHEETS

Under the scope of work, all Survey of India topo sheets required for the work shall be arranged by the successful Bidder at their own cost and initiative. IGGL shall assist in getting these maps by issuing necessary recommendation letter, if so required.

8) ASSOCIATION OF OWNER'S ENGINEER

In carrying out the works as stated in the scope of work and other works as instructed by Engineer-in-Charge, the Owner's Engineer shall be associated with Contractor's Engineers and the job shall be carried out in consultation with Owner's Engineers, whose advice/instructions shall be binding on the Contractor. Concerned Station-in-Charge shall be intimated before carrying out survey in existing ROW.

9) SCHEDULE OF RATES AND THE PRICE OFFER

- a. The format for Schedule of Rates is enclosed as separate part of this tender document.
- b. All the items of work mentioned in the schedule of rates and covered by the Contract shall be carried out as per the drawings, specifications and direction of EIC and shall include all labour, materials, tools, tackles, etc. required to complete the job.
- c. The Contractor shall be and remain at all-time exclusively responsible to provide all material, consumables, labour supervision, equipment tools machines, permits, licenses, casements and facilities and other items and things whatsoever required for or in connection with the work, included but not limited to those indicated by expression or implication in the Schedule of Rates, Specification, plans, drawings and/or other Contract documents or howsoever otherwise as shall be or may from time to time at any time be necessary for or in connection with the work either for incorporation within the permanent works or in relative to the execution and performance of the work.

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10) AWARD OF WORK

- a) Price bid evaluation shall be done on overall landed cost basis. The works are not splittable.
- b) There is no commitment from IGGL to execute any work under this contract. Any amount of work from zero to total contract value can be executed by IGGL. No compensation should be paid to contractor if work is executed below the contract value.

Different works will be awarded at different time. All work may not be handed over at the same time.

11) SUBMISSION OF REPORTS

- a. Separate reports are required to be submitted by the Contractor covering following survey works as applicable under each PART:
 - i. Reconnaissance Survey Report (three sets).
 - ii. Detailed route survey (three sets).
 - iii. Consolidated Route Maps, Profile Maps, Alignment Sheets, Crossing Drawings etc. (One set).
 - iv. One soft copy of the route superimposed on the Map of India shall be sent to EIC in pdf and CAD file.
 - v. Population density survey report (three sets)
 - vi. Cadastral survey report.
 - vii. Soil resistivity survey, soil chemical analysis survey, soil-strata survey.
 - viii. Geotechnical Investigation Report & Laboratory Test Reports.
 - ix. Soft copies of all drawings in pdf and CAD file, reports in pdf and excel/word file shall be sent to EIC in External Hard disk.
 - x. Documentation of details of social forestry/ protected & reserve forest etc. for the purpose of obtaining NOC from State/ Central level forest authorities. Data regarding Environmental clearance to be furnished by the party. If the pipeline is passing through above mentioned classified zones, the party shall furnish information as per annexure T#3 (Format No. DES-35) for Environmental Clearance.
 - xi. Undertaking shall be submitted by the contractor stating that the pipeline is not passing through any National Park/ Wild Life Sanctuary (WLS)/ Coral Reef/ Ecological Sensitive Area (ESA).

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- b. For details under Sl. No. (i) to (xi), draft reports are required to be submitted for review of the Owner and after Owner's clearance, the final report shall be submitted within two weeks' time.

12) DEFECT LIABILITY PERIOD

In partial modification to Clause 3.5 of the General Conditions of Contract, defect liability period is not applicable for this tender.

13) TIME OF COMPLETION

- Intimation by EIC or Firm Order can be given within 3 Years from the date of FOA.
- Desktop Study & Reconnaissance survey as per standard specifications (including submission of report):

4 Months from the date of issue of intimation by EIC or Firm Order.

- Detailed Engineering Survey (including submission of report) & Population Density Index (PDI) Survey (including submission of report)

4 Months from the date of issue of intimation by EIC or Firm Order.

- Soil Surveys (including submission of report):

4 Months from the date of issue of intimation by EIC or Firm Order.

- Geotechnical Investigation & Laboratory Tests (including submission of report):

6 Months from the date of issue of intimation by EIC or Firm Order. The time schedule shall include time for mobilization, carrying out soil investigation, conducting laboratory tests and preparation and submission of final soil investigation report at identified crossing locations, complete in all respects.

Note: The location of bore hole requirement at crossings shall be provided by owner/ EIC before commencing of works.

- Cadastral Survey (Up to preparation of schedule u/s 3(1) of P&MP Act 1962

6 Months from the date of issue of intimation by EIC or Firm Order.

- Providing services for establishing RoU in ROW as per P&MP Act 1962

10 Months from the date of issue of intimation by EIC or Firm Order.

- Obtaining approvals/permission for pipeline crossing

10 Months from the date of issue of intimation by EIC or Firm Order for all authorities other than Forest.

In case of Forest, 18 Months from the date of issue of intimation by EIC or Firm Order.

14) PRICE ADJUSTMENTS FOR DELAY IN COMPLETION

In partial modification to PRS clause, it shall be applicable separately for each intimation by EIC / Firm Order. The PRS amount shall be levied only on the work that has not been completed for each intimation by EIC / Firm Order. PRS shall be calculated as 0.5% per week of the actual value of work that has not been completed on time for each intimation by EIC / Firm Order subject to maximum 5% of the value of that particular work. As an example, the following examples may be referred.

A. Scenario

The Total Rate Contract Value if Rs. M.

A firm order has been given for Reconnaissance Survey, Detailed Engineering Survey & Cadastral Survey for an amount of Rs. X (which is less than Rs. M).

The amount against Reconnaissance Survey, Detailed Engineering Survey & Cadastral Survey is Rs. X1, Rs.X2 & Rs. X3 respectively (Rs. X = Rs. X1 + Rs. X2 + Rs. X3).

The party has completed Reconnaissance Survey as per schedule but the completion of Detailed Engineering Survey has been delayed by Y1 weeks and Cadastral Survey has been delayed by Y2 weeks.

PRS calculation for this intimation / firm order (amounting to Rs. X) shall be calculated as per the formula = $(0.5\% * Y1 \text{ weeks} * \text{Rs. X2 subject to maximum } 5\% * \text{Rs. X2}) + (0.5\% * Y2 \text{ weeks} * \text{Rs.X3 subject to maximum } 5\% * \text{Rs. X3})$. No PRS is applicable on Rs. X1.

PRS shall be calculated separately in the same fashion for each Intimation / firm order.

15) MEASUREMENT AND PAYMENT

1. Payment for carrying out Reconnaissance Survey, Detailed Route survey, Population Density Index Survey, Cadastral survey and Providing Services to ROU Acquisition, as per tender documents, shall be made as per km basis as per relevant items.
2. Payment for soil resistivity survey, soil chemical analysis survey & soil stratification survey of ROW shall be made on per km basis.
3. Payment for obtaining permissions / approvals for pipeline crossings like Road, River, Canal, Drain etc. shall be made on the basis of part of crossings under one Authority and obtaining permission under one Authority shall be treated as one and payment shall be made for one number of permission only.
4. For Railways, each crossing shall comprise of pipeline crossing & OFC cable duct (if any, to be laid separately). Further, each crossing shall be treated as separate and payment shall be made on unit basis for each crossing. The schedule of payment

shall be as per 'Terms of Payment' given below. Rates shall include all charges for manpower, transportation, camping, laboratory backup, instruments, material and other required facilities for completing the job.

- For Forest, each online application in Parivesh Portal shall be considered separately.

16) TERMS OF PAYMENT

- Reconnaissance Survey, Detailed Route survey & Population Density Index survey, payment shall be made, as under:

Sl. No.	Activity of Work Completed	Payment Schedule
(a)	On completion of field work and submission of preliminary survey report	Payment @ 60% of rate of the relevant Items of SOR
(b)	On acceptance of the Final Survey Report	Balance 40% of rate of relevant Items of SOR

- For Reconnaissance Survey, Detailed Route survey & Population Density Index survey, payment shall be made only for the SHORTEST (SINGLE) route among all the options selected and approved by EIC for the New / Independent ROW portion.
- For soil-resistivity, soil chemical analysis & soil stratification survey, payment shall be made based as per progress of work, as under:

Sl. No.	Activity of Work Completed	Payment Schedule
(a)	On completion of field work and submission of preliminary survey report	Payment @ 75% of rate of the relevant Items of SOR
(b)	On submission of the Final report/ graph/ reproducible in required sets	Balance 25% of the rate of relevant items of SOR

- For Cadastral Survey, payment shall be made based on the progress of work, as under:

Sl. No.	Activity of Work Completed	Payment Schedule
(a)	Collection of village maps, its record storage and carrying out Cadastral Survey of the route	40% of item rate in SOR
(b)	Plotting route on village maps, collection of Jamabandi & interim mutations.	30% of item rate in SOR
(c)	Preparation of field book, area calculation, preparation of schedule and computerized data base and all balance activities as per scope of work	30% of item rate in SOR

5. For Providing services towards Establishing right of users in ROW under P&MP Act, 1962, payment shall be made based on the progress of work, as under:

Sl. No.	Activity of Work Completed	Payment Schedule
(a)	After completion of all work up to the stage of serving of notices U/S 3(1) to individual land owners, arranging hearing of objections U/S 5(1) and disposal of the same by the Competent Authority	30% of item rate in SOR
(b)	After completion of all work up to the stage of serving notices U/S 6(1) to individual land owners	30% of item rate in SOR
(c)	After completion of compensation work for ROU acquisition and balance work	40% of item rate in SOR

6. For obtaining approvals / permissions, for pipeline crossings, from Central / State and other statutory authorities, payment shall be made, on pro-rata basis as per the progress of work, as under:

- (i) For Forest Permission:

Sl. No.	Activity of Work Completed	Payment Schedule
(a)	After submission of complete proposal with all pre-requisites to respective DFO & forwarding with the signature of owner to concerned PCCF office of the state	30% of item rate in SOR
(b)	After issuance of 1 st stage Forest Clearance letter by MoE&F, Regional office	30% of item rate in SOR
(c)	After Issuance of 2nd stage clearance by MoE&F, Regional office and all other compliances required as per clause 2.6.4	20% of item rate in SOR
(d)	After issuance of tree cutting permission	20% of item rate in SOR

- (ii) Other than forest permission:

Sl. No.	Activity of Work Completed	Payment Schedule
(a)	After submission of necessary document for obtaining permission to respective Authorities, follow-up and submission of Final approval / permission to Owner.	90% of item rate in SOR
(b)	After signing of agreements by Authorities and submission of respective original agreement to Owner	10% of item rate in SOR

Note:

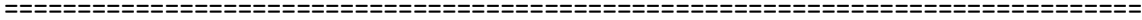
- i. In cases where execution of agreement would not be required, 100% payment shall be released on submission of Final approval / permission to Owner on pro-rata basis.
 - ii. In case of permission for Railway crossings, permission for carrier pipe and OFC cable laying at a crossing location shall be treated as single permission for the purpose of Payment. Contractor shall not be entitled for additional payment for OFC.
7. The payment for Geo-technical investigation shall be made in stages based on the progress of work, as under:

Sl. No.	Activity of Work Completed	Stage of Payment	Payment Schedule
(a)	Deployment & Erection of Boring craft & Rig	a. On deployment, erection and completion of physical boring/ drilling in respective bore holes	70% of item rate in SOR
		b. On submission of preliminary geotechnical investigation report	Balance 30% of item rate in SOR
(b)	Conducting Boring at site in soil/ drilling through rock	a. On completion of boring, field tests and dispatch of soil/ rock samples for individual bore hole	60% of item rate in SOR
		b. On submission of preliminary geotechnical investigation report	Balance 40% of item rate in SOR
(c)	Field Tests & Collection of samples	a. On completion of boring, field tests and dispatch of soil/ rock samples for individual bore hole	40% of item rate in SOR
		(b) On submission of preliminary geotechnical investigation report	30% of item rate in SOR
		(c) On submission & acceptance of Final Report	Balance 30% of item rate in SOR
(d)	Laboratory Tests	submission of preliminary geotechnical investigation report	40% of item rate in SOR
		(b) On submission & acceptance of Final Report	Balance 60% of item rate in SOR

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8. For other Items like Technical Report & Geotechnical-Investigation, 100% payment shall be released on submission & acceptance of Technical Report (Final) & Geotechnical-Investigation Report (Final) respectively.
 9. For items like Technical Report (Final) & Geotechnical Investigation report (Final), the Lump Sum items are split for the states for tax purpose. The above Lump Sum items shall be considered collectively for both the states and 100% payment shall be released on submission of report for both the states including acceptance of the report.
 10. Payment of RCC pillars shall be released for the quantities executed as per relevant SOR item.

17) CO-OPERATION WITH OTHER CONTRACTORS

- a. The Owner shall be engaging at the work site(s) other Contractor(s) or Agency(ies) to carry out works relating to geological survey performance of which is contingent on and/or dependent and/or the Contractor's work is dependent on and/or contingent upon the performance of work by other Contractors or agencies and therefore the Contractor shall cooperate with the other Contractor or agencies engaged at the work sites to ensure harmonious working between the Contractor and the Owner and the Contractors or Agencies involved and shall comply with any instruction issued by the Engineer-in-Charge and/or Site Engineer for this purpose.
- b. The Contractor shall take into account the instructions of the Engineer-in-Charge regarding the constraints, restraints and other requirements/sequence of works and prepare the progress schedule for the work. Weekly or monthly work programme may be drawn up by the Engineer-in-Charge/Site Engineer taking into account the availability of work fronts and the requirements of other Contractor or agencies involved in the work site(s) and the Contractor shall abide by the weekly or monthly work programme so drawn up.
- c. In the event of failure, on the part of the Contractor, to adhere to the weekly or monthly work programme drawn up by the Site Engineer/Engineer-in-Charge, the provisions of the clause 2.17 of General Conditions of Contract shall apply. The decision of the Engineer-in-Charge as to whether a failure on the part of the Contractor to comply with the weekly or monthly work programme drawn up has occurred or not shall be final and binding on the Contractor.
- d. Any delay caused due to non-availability of work fronts (including delayed availability of work front wherever applicable) and/or due to the requirements of other Contractor and/or agencies engaged at the work site(s), shall not entitle the Contractor to any extra payments/ claims, whatsoever. Only suitable extension of time, for completion of work shall be granted, provided the reasons for delay are not attributable to the Contractor.



SECTION-VII

PRICE SCHEDULE

SCHEDULE OF RATES (SOR)

SUB: ENGAGING AN AGENCY FOR RECONNAISSANCE SURVEY, DETAILED ENGINEERING SURVEY, GEO-TECHNICAL INVESTIGATION, CADASTRAL SURVEY, PROVIDING SERVICES FOR ESTABLISHING ROU & OBTAINING DIFFERENT PERMISSIONS FOR LAST MILE CONNECTIVITY OF NEGG NETWORK & OTHER PROPOSED PIPELINE ON RATE CONTRACT BASIS

Tender No.: IGGL/GHY/C&P/PROJ/SURARC/11-23(E –TENDER NO. IGGL-100054)

Name of Bidder: M/s _____

Part-A: For Pipelines section having length 0 to 20 KM					
Sl. No.	Description	Unit	QTY	Rate (in Rs.)	Amount (in Rs.)
1	Desktop Study & Reconnaissance survey as per standard specifications (including submission of report)				
1.1	Carrying out Reconnaissance Survey of the pipeline route including desktop study followed by ground truth verification, evaluation of alternative routes, preparation of route maps, crossing details and submission of reports in three copies complete as per specifications and direction of Engineer-in-Charge/ Site Engineer (for new/ additional RoU).	KM	37		
2	Detailed Engineering Survey (including submission of report)				

2.1	Carrying out Detailed Engineering Survey of the entire pipeline route, as per the detailed Scope of Work in Special Conditions of Contract (SCC) including but not limited to the following: Deploying Differential Global Positioning to provide DGPS control points at every 4 to 5 km interval based on WGS-84 UTM coordinate system; Deploying total stations for traverse control between DGPS stations; Establishing UTM Coordinates of all TPs, IPs and Flag control points and other important points as desired by the owner; Taking all survey measurements, readings required for Planimetry, Information & Feature capturing and levels with respect to MSL; Obtaining base maps from authorised source (having clearance from Ministry of Defence/ Survey of India) of all districts (20 km on both sides of ROW) and submission to owner; Preparation and submission of Route map, Profile map, Crossing drawing, Right of way planimetry (within 50m on either side of ROW), Alignment sheets etc.; Obtaining Seismic fault line data & plotting of fault lines on route maps, Alignment sheets as well as on ground; DGPS survey details of forest crossing in the pipeline route to be incorporated in the village maps. Collection of other details including all labour, material, equipment etc. complete in all respects as per specifications and direction of Engineer-in-Charge/ Site Engineer; Integrating all survey details and deliverables, including base maps, into owner's Arc GIS (ESRI) server to obtain seamless geo-referenced data.	KM	37		
3	Population Density Index (PDI) Survey (including submission of report)				
3.1	Carrying out Population Density Index survey along the entire pipeline route as per specifications & instruction of Engineer-in-Charge/ Site Engineer, including but not limited to the following: a) Providing location class based on Population Density Index; b) Recording the location class along with chainages at change point of each location; c) Due consideration shall be given to the possibility of future development of the area; d) If future development may cause a change in location class, the same shall be taken into consideration while determining its location class.	KM	37		
4	Soil Surveys (including submission of report)				
4.1	Soil Resistivity Survey				

	Conducting soil resistivity surveys as per detailed scope enumerated in Special Conditions of Contract and tender specifications complete in all respects as follows including uploading all data on Owner's ArcGIS (ESRI) server. Conducting soil resistivity survey at intervals of 125 meters along the pipeline route as per the detailed scope of work specified in Special Conditions of Contract and Specifications of the tender document and direction of Engineer-in Charge/Site Engineer.	KM	37		
4.2	Soil Chemical Analysis Survey				
	Conducting soil chemical analysis survey for determination of PH value, Chemical analysis for cations i.e., calcium, magnesium, sodium, potassium and Anions i.e. Chloride, Sulphate, Sulphide, Carbonate, Bicarbonate, Nitrate, Phosphate, etc. as per specifications and direction of Engineer-in-Charge/Site Engineer & providing data in tabular form complete in all respect as per schedule including uploading all data on Owner's Arc GIS server along the entire pipeline route at an interval of 1 Km as per specification.	KM	37		
4.3	Soil Stratification Survey				
	Conducting Soil Stratification Survey for determining stratification of Soil/ rock as per detailed scope of work specified in Special Conditions of Contract and Specifications of the tender document and direction of Engineer-in-charge/Site Engineer including providing the data in tabular form complete in all respect as per schedule including uploading all data on Owner's ArcGIS server. "Along the pipeline route, including river crossings (excluding flowing river), by boring 100 mm dia. using auger type equipments up to a depth 2.5 m from ground/bed level or till rock is encountered, whichever is less, at an interval of 250 m and providing the results in tabular form as well as borelogs, ensuring atleast one borelog at the centre location of dry rivers, as per Specification and direction of Engineer-in-charge/Site Engineer. Note: The bank to bank width of flowing rivers shall be deducted from the total length for payment purpose, as payment for soil stratification at flowing river locations shall be under relevant item given below. "	KM	37		
5	Cadastral Survey (Upto preparation of schedule u/s 3(1) of P&MP Act 1962)				

5.1	<p>Carrying out Cadastral Survey, for laying cross country petroleum pipeline, obtaining/ procuring latest village maps from Revenue authorities (actual cost incurred on procurement to be reimbursed by owner on receipt of proof of payment), tracing/ scanning the same and storage in both hard and soft reproducible forms, plotting the pipeline route on village maps and marking on them the Intermediate Points (IPs) and Turning Points (TPs) of the surveyed route as staked on ground, identification of survey numbers of individual owners and plotting on village maps as per latest revenue records, preparation of field book and computation of area in each plot coming within limits of ROU corridor, collection of Jamabandi (the record of right holders) from revenue authorities in respect of each plot falling within ROU limits and identification of owner and occupier thereof, collection of interim mutations, if any, and incorporation in Jamabandi and other works as per detailed scope of work specified in Special Conditions of Contract (SCC) and specifications of tender documents and direction of Engineer-in-Charge, inclusive of all labour, material, equipment etc. including compensation to farmers on account of any damage to crops, fields etc. while conducting survey through fields, works complete in all respects, upto and including preparation & submission of schedule for 3(1) Notification for establishing right of users (ROU) in Right of Way (ROW) under P&MP Act 1962 for new/additional pipeline ROW, complete in all respects. Integrating cadastral & 3(1) details on Owner's Arc GIS server to obtain seamless Geo-referenced data (for Acquiring ROW of 20m width for new pipeline route or as directed by EIC). This is to be executed where Revenue Maps are available.</p>	KM	29.6		
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5.2	<p>"CADASTRAL SURVEY (upto preparation of Schedule u/s 3(1) of P&MP Act, 1962): Carrying out Cadastral Survey and measurement of each plot of affected landowner(s) falling within 20 meters RoU width for laying cross country natural gas pipeline, identification of ownership(s) and occupier of the affected land(s) with the support of Government Revenue department, Village Headmen and affected landowners, preparation of field book and computation of area in each affected plot, obtaining the signature of Landowner/village representative, Village Headmen, Revenue Field Officer, IGGL and Contractor representative in the Field report contenting the data of Village, Sub-Divisional/Block, District, name of affected landowner, area of affected land of the respective landowner, collection of interim mutations (if any), collection of Proof of Identification of affected landowner issued by Government (like Voter ID, Aadhar Card or Driving Licence), plotting of the pipeline route on newly surveyed cadastral/village maps to the scale 1:1000 showing plot boundaries with marking of Intermediate Points (IPS) and Turning Points (TPS) of the surveyed route as staked on ground, creation of survey numbers of individual affected plot(s)/owner(s) and plotting on village maps with reference chainage (or as per instruction by the Government Revenue department), obtaining the signature of Government Revenue department of the respective district for Record of Right holder(s), tracing/ scanning of newly surveyed cadastral Map of respective village, storage of document(s) and drawing(s) of identified RoU in both hard and soft reproducible forms and direction of Engineer-in-Charge, inclusive of all labour, material, equipment etc. including compensation to farmers on account of any damage to crops, fields etc. while conducting survey through fields, works complete in all respects, upto and including preparation & submission of schedule for 3(1) Notification for establishing right of users (ROU) under P&MP Act 1962 for proposed pipeline route, complete in all respects. Integrating cadastral & 3(1) details on Owner's Arc GIS server to obtain seamless Geo-referenced data for acquiring ROW of 20 m width for pipeline route." This is to be executed where Revenue maps are not available.</p>	KM	7.4		
6	Providing services for establishing RoU in ROW as per P&MP Act 1962				

6.1	Providing services for establishing Right of users (ROU on Right of Way (ROW) under P&MP Act 1962, for laying cross country pipeline including follow up for 3(1) Gazette notification, preparation of Erratum & Corrigendum (if required), preparation & serving of 3 (1) notice, facilitating hearing & disposal of objections, preparation of schedule for 6 (1) Notification, follow-up for Gazette notification, preparation of Erratum & Corrigendum, preparation & serving of 6 (1) notices, entry of Gazette notification in village records, collection of land rates, calculation of land compensation payable & serving of compensation notice, assistance to Competent Authority in preparation of award to individual landowners etc. as per detailed scope of work specified in special conditions of contract and specifications to tender document and direction of Engineer- in-Charge/ Site Engineer inclusive of all labour, material, equipment etc. complete in all respects integration of ROU details on Owner's Arc GIS server to obtain seamless geo-referenced data. For Acquiring ROW of 20 m width for newly proposed pipeline.	KM	37		
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Part-B: For Pipelines section having length 20.001 to 50 KM

Sl. No.	Description	Unit	QTY	Rate (in Rs.)	Amount (in Rs.)
7	Desktop Study & Reconnaissance survey as per standard specifications (including submission of report)				
7.1	Carrying out Reconnaissance Survey of the pipeline route including desktop study followed by ground truth verification, evaluation of alternative routes, preparation of route maps, crossing details and submission of reports in three copies complete as per specifications and direction of Engineer-in-Charge/ Site Engineer (for new/ additional RoU).	KM	54		
8	Detailed Engineering Survey (including submission of report)				

8.1	Carrying out Detailed Engineering Survey of the entire pipeline route, as per the detailed Scope of Work in Special Conditions of Contract (SCC) including but not limited to the following: Deploying Differential Global Positioning to provide DGPS control points at every 4 to 5 km interval based on WGS-84 UTM coordinate system; Deploying total stations for traverse control between DGPS stations; Establishing UTM Coordinates of all TPs, IPs and Flag control points and other important points as desired by the owner; Taking all survey measurements, readings required for Planimetry, Information & Feature capturing and levels with respect to MSL; Obtaining base maps from authorised source (having clearance from Ministry of Defence/ Survey of India) of all districts (20 km on both sides of ROW) and submission to owner; Preparation and submission of Route map, Profile map, Crossing drawing, Right of way planimetry (within 50m on either side of ROW), Alignment sheets etc.; Obtaining Seismic fault line data & plotting of fault lines on route maps, Alignment sheets as well as on ground; DGPS survey details of forest crossing in the pipeline route to be incorporated in the village maps. Collection of other details including all labour, material, equipment etc. complete in all respects as per specifications and direction of Engineer-in-Charge/ Site Engineer; Integrating all survey details and deliverables, including base maps, into owner's Arc GIS (ESRI) server to obtain seamless geo-referenced data.	KM	54		
9	Population Density Index (PDI) Survey (including submission of report)				
9.1	Carrying out Population Density Index survey along the entire pipeline route as per specifications & instruction of Engineer-in-Charge/ Site Engineer, including but not limited to the following: a) Providing location class based on Population Density Index; b) Recording the location class along with chainages at change point of each location; c) Due consideration shall be given to the possibility of future development of the area; d) If future development may cause a change in location class, the same shall be taken into consideration while determining its location class.	KM	54		
10	Soil Surveys (including submission of report)				
10.1	Soil Resistivity Survey				

	Conducting soil resistivity surveys as per detailed scope enumerated in Special Conditions of Contract and tender specifications complete in all respects as follows including uploading all data on Owner's ArcGIS (ESRI) server. Conducting soil resistivity survey at intervals of 125 meters along the pipeline route as per the detailed scope of work specified in Special Conditions of Contract and Specifications of the tender document and direction of Engineer-in Charge/Site Engineer.	KM	54		
10.2	Soil Chemical Analysis Survey				
	Conducting soil chemical analysis survey for determination of PH value, Chemical analysis for cations i.e. calcium, magnesium, sodium, potassium and Anions i.e. Chloride, Sulphate, Sulfide, Carbonate, Bicarbonate, Nitrate, Phosphate, etc. as per specifications and direction of Engineer-in-Charge/Site Engineer & providing data in tabular form complete in all respect as per schedule including uploading all data on Owner's Arc GIS server along the entire pipeline route at an interval of 1 Km as per specification.	KM	54		
10.3	Soil Stratification Survey				
	Conducting Soil Stratification Survey for determining stratification of Soil/ rock as per detailed scope of work specified in Special Conditions of Contract and Specifications of the tender document and direction of Engineer-in-charge/Site Engineer including providing the data in tabular form complete in all respect as per schedule including uploading all data on Owner's ArcGIS server. "Along the pipeline route, including river crossings (excluding flowing river), by boring 100 mm dia. using auger type equipment up to a depth 2.5 m from ground/bed level or till rock is encountered, whichever is less, at an interval of 250 m and providing the results in tabular form as well as bore logs, ensuring at least one bore log at the centre location of dry rivers, as per Specification and direction of Engineer-in-charge/Site Engineer. Note: The bank-to-bank width of flowing rivers shall be deducted from the total length for payment purpose, as payment for soil stratification at flowing river locations shall be under relevant item given below. "	KM	54		
11	Cadastral Survey (Upto preparation of schedule u/s 3(1) of P&MP Act 1962				

11.1	<p>Carrying out Cadastral Survey, for laying cross country petroleum pipeline, obtaining/ procuring latest village maps from Revenue authorities (actual cost incurred on procurement to be reimbursed by owner on receipt of proof of payment), tracing/ scanning the same and storage in both hard and soft reproducible forms, plotting the pipeline route on village maps and marking on them the Intermediate Points (IPs) and Turning Points (TPs) of the surveyed route as staked on ground, identification of survey numbers of individual owners and plotting on village maps as per latest revenue records, preparation of field book and computation of area in each plot coming within limits of ROU corridor, collection of Jamabandi (the record of right holders) from revenue authorities in respect of each plot falling within ROU limits and identification of owner and occupier thereof, collection of interim mutations, if any, and incorporation in Jamabandi and other works as per detailed scope of work specified in Special Conditions of Contract (SCC) and specifications of tender documents and direction of Engineer-in-Charge, inclusive of all labour, material, equipment etc. including compensation to farmers on account of any damage to crops, fields etc. while conducting survey through fields, works complete in all respects, upto and including preparation & submission of schedule for 3(1) Notification for establishing right of users (ROU) in Right of Way (ROW) under P&MP Act 1962 for new/additional pipeline ROW, complete in all respects. Integrating cadastral & 3(1) details on Owner's Arc GIS server to obtain seamless Geo-referenced data (for Acquiring ROW of 20m width for new pipeline route or as directed by EIC). This is to be executed where Revenue Maps are available.</p>	KM	43.2		
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11.2	<p>"CADASTRAL SURVEY (upto preparation of Schedule u/s 3(1) of P&MP Act, 1962): Carrying out Cadastral Survey and measurement of each plot of affected landowner(s) falling within 20 meters RoU width for laying cross country natural gas pipeline, identification of ownership(s) and occupier of the affected land(s) with the support of Government Revenue department, Village Headmen and affected landowners, preparation of field book and computation of area in each affected plot, obtaining the signature of Landowner/village representative, Village Headmen, Revenue Field Officer, IGGL and Contractor representative in the Field report contenting the data of Village, Sub-Divisional/Block, District, name of affected landowner, area of affected land of the respective landowner, collection of interim mutations (if any), collection of Proof of Identification of affected landowner issued by Government (like Voter ID, Aadhar Card or Driving Licence), plotting of the pipeline route on newly surveyed cadastral/village maps to the scale 1:1000 showing plot boundaries with marking of Intermediate Points (IPS) and Turning Points (TPS) of the surveyed route as staked on ground, creation of survey numbers of individual affected plot(s)/owner(s) and plotting on village maps with reference chainage (or as per instruction by the Government Revenue department), obtaining the signature of Government Revenue department of the respective district for Record of Right holder(s), tracing/ scanning of newly surveyed cadastral Map of respective village, storage of document(s) and drawing(s) of identified RoU in both hard and soft reproducible forms and direction of Engineer-in-Charge, inclusive of all labour, material, equipment etc. including compensation to farmers on account of any damage to crops, fields etc. while conducting survey through fields, works complete in all respects, upto and including preparation & submission of schedule for 3(1) Notification for establishing right of users (ROU) under P&MP Act 1962 for proposed pipeline route, complete in all respects. Integrating cadastral & 3(1) details on Owner's Arc GIS server to obtain seamless Geo-referenced data for acquiring ROW of 20 m width for pipeline route." This is to be executed where Revenue maps are not available.</p>	KM	10.8		
12	Providing services for establishing RoU in ROW as per P&MP Act 1962				

12.1	Providing services for establishing Right of users (ROU on Right of Way (ROW) under P&MP Act 1962, for laying cross country pipeline including follow up for 3(1) Gazette notification, preparation of Erratum & Corrigendum (if required), preparation & serving of 3 (1) notice, facilitating hearing & disposal of objections, preparation of schedule for 6 (1) Notification, follow up for Gazette notification, preparation of Erratum & Corrigendum, preparation & serving of 6 (1) notices, entry of Gazette notification in village records, collection of land rates, calculation of land compensation payable & serving of compensation notice, assistance to Competent Authority in preparation of award to individual landowners etc. as per detailed scope of work specified in special conditions of contract and specifications to tender document and direction of Engineer- in-Charge/ Site Engineer inclusive of all labour, material, equipment etc. complete in all respects integration of ROU details on Owner's Arc GIS server to obtain seamless geo-referenced data. For Acquiring ROW of 20 m width for newly proposed pipeline.	KM	54		
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Part-C: For Pipelines section having length greater than 50 KM

Sl. No.	Description	Unit	QTY	Rate (in Rs.)	Amount (in Rs.)
13	Desktop Study & Reconnaissance survey as per standard specifications (including submission of report)				
13.1	Carrying out Reconnaissance Survey of the pipeline route including desktop study followed by ground truth verification, evaluation of alternative routes, preparation of route maps, crossing details and submission of reports in three copies complete as per specifications and direction of Engineer-in-Charge/ Site Engineer (for new/ additional RoU).	KM	334		
14	Detailed Engineering Survey (including submission of report)				

14.1	Carrying out Detailed Engineering Survey of the entire pipeline route, as per the detailed Scope of Work in Special Conditions of Contract (SCC) including but not limited to the following: Deploying Differential Global Positioning to provide DGPS control points at every 4 to 5 km interval based on WGS-84 UTM coordinate system; Deploying total stations for traverse control between DGPS stations; Establishing UTM Coordinates of all TPs, IPs and Flag control points and other important points as desired by the owner; Taking all survey measurements, readings required for Planimetry, Information & Feature capturing and levels with respect to MSL; Obtaining base maps from authorised source (having clearance from Ministry of Defence/ Survey of India) of all districts (20 km on both sides of ROW) and submission to owner; Preparation and submission of Route map, Profile map, Crossing drawing, Right of way planimetry (within 50m on either side of ROW), Alignment sheets etc.; Obtaining Seismic fault line data & plotting of fault lines on route maps, Alignment sheets as well as on ground; DGPS survey details of forest crossing in the pipeline route to be incorporated in the village maps. Collection of other details including all labour, material, equipment etc. complete in all respects as per specifications and direction of Engineer-in-Charge/ Site Engineer; Integrating all survey details and deliverables, including base maps, into owner's Arc GIS (ESRI) server to obtain seamless geo-referenced data.	KM	334		
15	Population Density Index (PDI) Survey (including submission of report)				
15.1	Carrying out Population Density Index survey along the entire pipeline route as per specifications & instruction of Engineer-in-Charge/ Site Engineer, including but not limited to the following: a) Providing location class based on Population Density Index; b) Recording the location class along with chainages at change point of each location; c) Due consideration shall be given to the possibility of future development of the area; d) If future development may cause a change in location class, the same shall be taken into consideration while determining its location class.	KM	334		
16	Soil Surveys (including submission of report)				
16.1	Soil Resistivity Survey				

	Conducting soil resistivity surveys as per detailed scope enumerated in Special Conditions of Contract and tender specifications complete in all respects as follows including uploading all data on Owner's ArcGIS (ESRI) server. Conducting soil resistivity survey at intervals of 125 meters along the pipeline route as per the detailed scope of work specified in Special Conditions of Contract and Specifications of the tender document and direction of Engineer-in Charge/Site Engineer.	KM	334		
16.2	Soil Chemical Analysis Survey				
	Conducting soil chemical analysis survey for determination of PH value, Chemical analysis for cations i.e. calcium, magnesium, sodium, potassium and Anions i.e. Chloride, Sulphate, Sulfide, Carbonate, Bicarbonate, Nitrate, Phosphate, etc. as per specifications and direction of Engineer-in-Charge/Site Engineer & providing data in tabular form complete in all respect as per schedule including uploading all data on Owner's Arc GIS server along the entire pipeline route at an interval of 1 Km as per specification.	KM	334		
16.3	Soil Stratification Survey				
	Conducting Soil Stratification Survey for determining stratification of Soil/ rock as per detailed scope of work specified in Special Conditions of Contract and Specifications of the tender document and direction of Engineer-in-charge/Site Engineer including providing the data in tabular form complete in all respect as per schedule including uploading all data on Owner's ArcGIS server. "Along the pipeline route, including river crossings (excluding flowing river), by boring 100 mm dia. using auger type equipment up to a depth 2.5 m from ground/bed level or till rock is encountered, whichever is less, at an interval of 250 m and providing the results in tabular form as well as bore logs, ensuring at least one bore log at the centre location of dry rivers, as per Specification and direction of Engineer-in-charge/Site Engineer. Note: The bank-to-bank width of flowing rivers shall be deducted from the total length for payment purpose, as payment for soil stratification at flowing river locations shall be under relevant item given below. "	KM	334		
17	Cadastral Survey (Upto preparation of schedule u/s 3(1) of P&MP Act 1962				

17.1	<p>Carrying out Cadastral Survey, for laying cross country petroleum pipeline, obtaining/ procuring latest village maps from Revenue authorities (actual cost incurred on procurement to be reimbursed by owner on receipt of proof of payment), tracing/ scanning the same and storage in both hard and soft reproducible forms, plotting the pipeline route on village maps and marking on them the Intermediate Points (IPs) and Turning Points (TPs) of the surveyed route as staked on ground, identification of survey numbers of individual owners and plotting on village maps as per latest revenue records, preparation of field book and computation of area in each plot coming within limits of ROU corridor, collection of Jamabandi (the record of right holders) from revenue authorities in respect of each plot falling within ROU limits and identification of owner and occupier thereof, collection of interim mutations, if any, and incorporation in Jamabandi and other works as per detailed scope of work specified in Special Conditions of Contract (SCC) and specifications of tender documents and direction of Engineer-in-Charge, inclusive of all labour, material, equipment etc. including compensation to farmers on account of any damage to crops, fields etc. while conducting survey through fields, works complete in all respects, upto and including preparation & submission of schedule for 3(1) Notification for establishing right of users (ROU) in Right of Way (ROW) under P&MP Act 1962 for new/additional pipeline ROW, complete in all respects. Integrating cadastral & 3(1) details on Owner's Arc GIS server to obtain seamless Geo-referenced data (for Acquiring ROW of 20m width for new pipeline route or as directed by EIC). This is to be executed where Revenue Maps are available.</p>	KM	267.2		
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17.2	<p>"CADASTRAL SURVEY (upto preparation of Schedule u/s 3(1) of P&MP Act, 1962): Carrying out Cadastral Survey and measurement of each plot of affected landowner(s) falling within 20 meters RoU width for laying cross country natural gas pipeline, identification of ownership(s) and occupier of the affected land(s) with the support of Government Revenue department, Village Headmen and affected landowners, preparation of field book and computation of area in each affected plot, obtaining the signature of Landowner/village representative, Village Headmen, Revenue Field Officer, IGGL and Contractor representative in the Field report contenting the data of Village, Sub-Divisional/Block, District, name of affected landowner, area of affected land of the respective landowner, collection of interim mutations (if any), collection of Proof of Identification of affected landowner issued by Government (like Voter ID, Aadhar Card or Driving Licence), plotting of the pipeline route on newly surveyed cadastral/village maps to the scale 1:1000 showing plot boundaries with marking of Intermediate Points (IPS) and Turning Points (TPS) of the surveyed route as staked on ground, creation of survey numbers of individual affected plot(s)/owner(s) and plotting on village maps with reference chainage (or as per instruction by the Government Revenue department), obtaining the signature of Government Revenue department of the respective district for Record of Right holder(s), tracing/ scanning of newly surveyed cadastral Map of respective village, storage of document(s) and drawing(s) of identified RoU in both hard and soft reproducible forms and direction of Engineer-in-Charge, inclusive of all labour, material, equipment etc. including compensation to farmers on account of any damage to crops, fields etc. while conducting survey through fields, works complete in all respects, upto and including preparation & submission of schedule for 3(1) Notification for establishing right of users (ROU) under P&MP Act 1962 for proposed pipeline route, complete in all respects. Integrating cadastral & 3(1) details on Owner's Arc GIS server to obtain seamless Geo-referenced data for acquiring ROW of 20 m width for pipeline route." This is to be executed where Revenue maps are not available.</p>	KM	66.8		
18	Providing services for establishing RoU in ROW as per P&MP Act 1962				

18.1	Providing services for establishing Right of users (ROU on Right of Way (ROW) under P&MP Act 1962, for laying cross country pipeline including follow up for 3(1) Gazette notification, preparation of Erratum & Corrigendum (if required), preparation & serving of 3 (1) notice, facilitating hearing & disposal of objections, preparation of schedule for 6 (1) Notification, follow up for Gazette notification, preparation of Erratum & Corrigendum, preparation & serving of 6 (1) notices, entry of Gazette notification in village records, collection of land rates, calculation of land compensation payable & serving of compensation notice, assistance to Competent Authority in preparation of award to individual landowners etc. as per detailed scope of work specified in special conditions of contract and specifications to tender document and direction of Engineer- in-Charge/ Site Engineer inclusive of all labour, material, equipment etc. complete in all respects integration of ROU details on Owner's Arc GIS server to obtain seamless geo-referenced data. For Acquiring ROW of 20 m width for newly proposed pipeline.	KM	334		
Part-D: For all Pipelines sections irrespective of length					
Sl. No.	Description	Unit	QTY	Rate (in Rs.)	Amount (in Rs.)
19	Detailed Engineering Survey (including submission of report)				-
19.1	Providing and fixing at or near ground level precast reinforced cement concrete in pillars / markers etc. as per approved pattern and setting in position with cement plaster of 1:3 (1 Cement : 3 coarse sand) of size 150 mm X 150 mm and 300 mm height above ground with 300 mm X 300 mm X 300 mm footing below ground including the cost of required excavation, centering, shuttering, reinforcement, backfilling, painting with super acrylic emulsion paint of make Rangoli/Berger or equivalent on the exposed surface and writing of letters complete. a) 1 : 1½ : 3 (1 Cement : 1½ coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size).	EA	4250		
20	Geotechnical Investigation (including submission of report)				

20.1	Deployment & Erection of Boring craft & rig in each borehole location as per specifications, SCC, Scope of work and direction of Engineer in-charge. Note: i) Boring depth shall be measured from Ground Level/River Bed level. Depth of actual soil strata bored/rock strata drilled shall be considered for payment. ii) Mere deployment of rig/ boring/ drilling in river bed will not be considered as deployment/boring/drilling" in water" unless it is actually carried out in water. iii) Rate shall be inclusive of grouting back the boreholes as specified including cost for material, equipment and labour. iv) Core recovery >25% shall be designated as rock v) Recording of rock core characteristics shall be as per specification.				
20.1.1	In Land	EA	80		
20.1.2	In Water	EA	120		
20.2	Conducting Boring at Site in soil, Depth from GL/Bed level as per specifications, SCC, Scope of work and direction of Engineer in-charge.				
20.2.1	In Land	M	1800		
20.2.2	In Water	M	5400		
20.3	Drilling through rock with Nx size double tube core barrel upto a depth as specified in SCC below GL/bed level using TC bit/diamond bit as per specifications, SCC, Scope of work and direction of Engineer in-charge.				
20.3.1	In land	M	200		
20.3.2	In Water	M	600		
20.4	Standard Penetration Test at different depth as per specifications, SCC, Scope of work and direction of Engineer in-charge.	EA	2600		
20.5	Collection of undisturbed samples at different depth as per specifications, SCC, Scope of work and direction of Engineer in-charge.	EA	100		
20.6	Collection of disturbed samples at different depth as per specifications, SCC, Scope of work and direction of Engineer in-charge.	EA	3000		
21	Laboratory Tests (including submission of report)				
	Particle size distribution				
21.1	Sieve analysis	EA	600		
21.2	Hydrometer analysis	EA	600		

21.3	Atterberg limits.	EA	600		
21.4	Natural moisture content.	EA	600		
21.5	Bulk density of soil.	EA	600		
21.6	Dry density of soil.	EA	600		
21.7	Specific gravity.	EA	600		
21.8	Direct Shear Test.	EA	600		
21.9	Triaxial Shear Test (UD)	EA	600		
21.10	Permeability Test	EA	600		
21.11	Consolidation test	EA	600		
21.12	Unconfined compression test	EA	600		
21.13	Swelling pressure test	EA	600		
21.14	Free swell index test	EA	600		
21.15	Shrinkage limit test	EA	600		
21.16	Uniaxial Compressive strength of rock sample.	EA	600		
21.17	Specific Gravity test of rock sample	EA	600		
22	Obtaining approvals/permission for pipeline crossing				
	Obtaining approvals permissions from appropriate respective State/National and other statutory authorities for various pipeline crossing enroute like National Highway, State Highways, other Roads, Railways, River, Canal/Drain crossing or any other utility crossings etc. as per detailed scope of work specified in Special Condition of Contract (SCC) and specifications of the tender documents and direction of Engineer-in-charge/ Site Engineer. Integrating all details on Owner's Arc GIS (ESRI) server along the entire Pipeline Route Note: 1) Payment shall be made for obtaining each permission. cluster of crossings needing permission from same Authority shall be considered as one permission, for the purpose of payment 2) For Railway crossing, each crossing shall be treated as separate and payment shall be made on unit basis.				
22.1	National Highway Crossing under each Authority	EA	5		
22.2	Other Road crossing under each Authority	EA	10		

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22.3	Railway Crossing (for each individual crossing)	EA	4		
22.4	River crossing under each Authority	EA	6		
22.5	Other pipeline crossing and utilities under each Authority	EA	5		
22.6	Water bodies like ponds, lakes, creek, drains, nalas etc. under each authority.	EA	12		
22.7	Forest Permission for each online application.	EA	2		
	Total for Part- A, B, C & D (in Rs.)				
	Total including GST (@18%) (in Rs.)				

NOTE TO BIDDERS:

1. Quoted rates should be excluding of GST and as per the details mentioned in the item description of BoQ/Price bid.
2. Bidders are requested to submit the blank SOR with "QUOTED/NOT QUOTED" remarks along with the un-priced bid without mentioning any price/rate.
3. PRICE / RATES TO BE ENTERED ONLY IN THE PRICED BID FORMAT/BOQ AVAILABLE IN THE E-TENDERING PORTAL.

SECTION-VIII

ATTACHMENTS

PROFORMA FOR CONTRACT AGREEMENT

LOA No/PO No.: IGGL/

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

WHEREAS

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

CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

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

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

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

AND

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

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



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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 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. _____