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TENDER DOCUMENT FOR

HIRING OF AGENCY FOR CONDUCTING DETAILED ROUTE SURVEY AND PIPELINE ROUTE SELECTION ALONG THE AVAILABLE ROW OF NH-717A FOR PART D1, D2 AND E, SECTION - 11, NEGG

TENDER NO.: IGGL/GHY/C&P/DRS(OT)/06-25

(E –TENDER NO: IGGL-100082)

E-Tender

[For Participation visit the web site: [Govt. CPP Portal - https://etenders.gov.in.](https://etenders.gov.in)]

Bidder's offer ref: _____ Dtd. _____



PREPARED & ISSUED BY

INDRADHANUSH GAS GRID LIMITED (IGGL)
7th Floor, 122A, NRL Centre, Christian Basti, Guwahati-781005, Assam

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SECTION-I

INVITATION FOR BID (IFB)

SECTION-I **"INVITATION FOR BID (IFB)"**

Ref: Tender No. IGGL/GHY/C&P/DRS(OT)/06-25

Date: 24.06.2025

TENDER DOCUMENT FOR THE JOB: HIRING OF AGENCY FOR CONDUCTING DETAILED ROUTE SURVEY AND PIPELINE ROUTE SELECTION ALONG THE AVAILABLE ROW OF NH-717A FOR PART D1, D2 AND E, SECTION - 11, NEGG.

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 / JOB	HIRING OF AGENCY FOR CONDUCTING DETAILED ROUTE SURVEY AND PIPELINE ROUTE SELECTION ALONG THE AVAILABLE ROW OF NH-717A FOR PART D1, D2 AND E, SECTION - 11, NEGG
(B)	TENDER NO. & DATE	IGGL/GHY/C&P/DRS(OT)/06-25 date 24.06.2025. (E-Tender No. IGGL-100082)
(C)	TYPE OF BIDDING SYSTEM	TWO BID SYSTEM
(C.1)	TENDER TYPE	SERVICES
(D)	TENDERED ITEM IS/ARE SPLITABLE / NON-SPLITABLE	SPLITABLE / NON-SPLITABLE
(E)	COMPLETION/CONTRACT PERIOD	The contract will be valid for a period of 04 (Four) months from the date of issuance of Letter of Acceptance (LOA).
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE / NOT APPLICABLE Rs.96,760.00 (Refer clause no.16 of ITB)
(F1)	DECLARATION FOR BID SECURITY	MSEs and Start-Ups (to whom EMD exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per the format available in the tender (Forms & Format Section)
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From: 24.06.2025 to 08.07.2025 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 : 30.06.2025 Time : 11:00 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). 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: <ul style="list-style-type: none"> kulajit.talukdar@iggl.co.in. tanveer.jalal@iggl.co.in

		<ul style="list-style-type: none"> santanu.bhattacharyya@iggl.co.in debashish.boruah@iggl.co.in cnp.department@iggl.co.in
(I)	DUE DATE & TIME OF BID-SUBMISSION	Date : 08.07.2025 Time : 14:00 HRS.
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 09.07.2025 Time : 14:00 HRS
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	<p>1) Name: Mr. Kulajit Talukdar Designation: General Manager (C&P) Phone No.: 91-361-280-1400 E-mail: kulajit.talukdar@iggl.co.in</p> <p>2) Name: Mr. Tanveer Jalal, Designation: Chief Manager (C&P) Phone No.: 91-361-280-1400 E-mail: tanveer.jalal@iggl.co.in</p> <p>3) Name: Mr. Santanu Bhattacharyya, Designation: Senior Manager (C&P) Phone No.: 91-361-280-1400 E-mail: santanu.bhattacharyya@iggl.co.in</p> <p>4) Name: Mr. Debashish Boruah Designation: Senior Officer (C&P) Phone No.: 91-361-280-1400 E-mail: debashish.boruah@iggl.co.in</p>
(L)	DEALING IGGL'S OFFICE ADDRESS	INDRADHANUSH GAS GRID LIMITED, 7 th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam
(M)	BONUS FOR EARLY COMPLETION	APPLICABLE / NOT APPLICABLE
(N)	DEFECT LIABILITY PERIOD	APPLICABLE / NOT APPLICABLE
(O)	APPLICABILITY OF PROVISIONS RELATING TO MSE:	APPLICABLE / NOT APPLICABLE
(P)	APPLICABILITY OF PROVISIONS RELATING TO PPP-MII:	APPLICABLE / NOT APPLICABLE
(Q)	BIDS FROM CONSORTIUM/ JOINT VENTURE:	APPLICABLE / NOT APPLICABLE
(R)	APPLICABILITY OF PROVISIONS RELATING TO START-UPS:	APPLICABLE / NOT APPLICABLE

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 (POA)
 - ~~(iii) Line of Credit (If applicable)~~
 - ~~(iv) Integrity Pact (IP)~~
- 5.0 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document 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.
- 7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the 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.
- 8.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above-mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 9.0 System generated Request for Quotation (RFQ), if any, shall also form an integral part of the Tender Document.
- 10.0 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. : 91-361-280-1400

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TO BE PASTED ON THE ENVELOPE CONTAINING PHYSICAL DOCUMENTS

Bid Document No.: IGGL/GHY/C&P/DRS(OT)/06-25 (E-TENDER NO. IGGL-100082)

Job Name : HIRING OF AGENCY FOR CONDUCTING DETAILED ROUTE SURVEY AND
PIPELINE ROUTE SELECTION ALONG THE AVAILABLE ROW OF NH-717A
FOR PART D1, D2 AND E, SECTION - 11, NEGG

Due Date & Time: **08.07.2025 at 14:00 hrs.**

From:

To:

M/s	GM (C&P) IGGL, 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam PHONE: :91-361-280-1400
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SECTION-II

BID EVALUATION CRITERIA (BEC) & BID EVALUATION METHODOLOGY

SECTION-II

BID EVALUATION CRITERIA & BID EVALUATION METHODOLOGY

The intending bidders for the 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 work	Minimum Work Order Value		
	I (or)	II (or)	III
"Detailed Route Survey, Detailed Engineering Survey" conducted and completed for any Govt./ Semi- Govt. /PSU /MNC / Public Ltd. Company/ Pvt. Ltd.	One similar work completed costing not less than Rs.38.70 Lacs	Two similar works completed costing not less than Rs.24.19 Lacs each	Three similar works completed costing not less than Rs.19.35 Lacs each
Note: The bidder must submit copies of relevant Work orders, SOR and Job Completion Certificates from the principal indicating final executed value in support of this criterion along with the un priced bid.			

Note:

- The Bidder(s) have to submit Completion Certificate and complete PO / LOA along with SOR, etc. as experience for BEC (Technical). Moreover, IGGL may take separate confirmation from EIC in this regard and may not consider cases where no confirmation has been received.
- 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): Not applicable.

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:

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

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

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

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

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- 2.0** Only documents (Work Order and Completion certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

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

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**

Prior turnover and prior experience as mentioned above in financial and technical criteria of BEC 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.

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

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

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

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

1.6 DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC

(A) BEC-Technical:

1. Detailed work order along with detailed Schedule of Rates.
2. Completion certificate issued by end user.

Note:

- a) LOA/Work order must contain nature of work/services, contract period and value.
- b) 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.

1.7 AUTHENTICATION OF DOCUMENTS SUBMITTED IN SUPPORT OF BID EVALUATION CRITERIA (BEC): **Not Applicable.**

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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 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

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.

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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.
- 9. SUBMISSION OF CERTIFICATE IN BIDS:**
- Bidder shall submit a certificate in this regard as Form-I-A.

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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.

11. PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at Form-II

- 1.11 BID EVALUATION METHODOLOGY:** The evaluation shall be carried out as per the following methodology:

- i)** The priced bids of techno-commercially acceptable bidders shall be opened and considered for further evaluation.
- ii)** The tender items are non-splitable/non dividable. EVALUATION SHALL BE DONE ON OVERALL BASIS (i.e., L1 position shall be found out on overall lowest landed cost basis) and complete order shall be placed on a single agency.
- iii)** 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.

Form-I-A

UNDERTAKING ON LETTERHEAD

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

SUB: HIRING OF AGENCY FOR CONDUCTING DETAILED ROUTE SURVEY AND PIPELINE ROUTE SELECTION ALONG THE AVAILABLE ROW OF NH-717A FOR PART D1, D2 AND E, SECTION - 11, NEGG

TENDER NO: **IGGL/GHY/C&P/DRS(OT)/06-25.**

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***) fulfills all requirements in this regard and is eligible to be considered against the tender.

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

Form-I-B

UNDERTAKING ON LETTERHEAD

(Applicable in case of Transfer of Technology cases only)

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

SUB: HIRING OF AGENCY FOR CONDUCTING DETAILED ROUTE SURVEY AND PIPELINE ROUTE SELECTION ALONG THE AVAILABLE ROW OF NH-717A FOR PART D1, D2 AND E, SECTION - 11, NEGG

TENDER NO: **IGGL/GHY/C&P/DRS(OT)/06-25**

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)*** fulfills all requirements in this regard and is eligible to be considered against the tender.

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

Form-II

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

To,

M/s Indradhanush Gas Grid Limited (IGGL)

SUB: HIRING OF AGENCY FOR CONDUCTING DETAILED ROUTE SURVEY AND PIPELINE ROUTE SELECTION ALONG THE AVAILABLE ROW OF NH-717A FOR PART D1, D2 AND E, SECTION - 11, NEGG.

TENDER NO: **IGGL/GHY/C&P/DRS(OT)/06-25**

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; 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 further certify that bidder M/s_____ (***Name of Bidder***) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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Appendix-A1 to Section II

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

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

Whereas

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

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

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

- a) M/s. _____ (Bidder) will submit an offer to IGGL for the full scope of work as envisaged in the tender document as a main bidder and liaise IGGL directly for any clarifications etc. in this context.
- b) M/s. _____ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the IGGL.
- c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
- d) This agreement will remain valid till validity of bidder's offer to IGGL including extension if any and till satisfactory performance of the contract, the same is awarded by IGGL to the bidder.
- e) Supporting Company undertakes that this agreement shall remain enforceable

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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)

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Appendix-A2 to Section II

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

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

FOR

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

TOWARDS

M/s Indradhanush Gas Grid Limited, a company duly registered under the law of India having its Registered Office at 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 its 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 conditions for acceptance of Bidder's bid against said tender is that in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the IGGL at any stage.

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

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

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

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

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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)

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 _____

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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.

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, 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.

- 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

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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

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- 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.
12. It is also confirmed that the net worth of the Bank is more than Rs.100 Crores and the undersigned is authorized to issue this certificate.

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.
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

**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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SECTION-III

INSTRUCTION TO BIDDERS

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

SECTION-III

INSTRUCTION TO BIDDERS

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INSTRUCTIONS TO BIDDERS [ITB]
(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 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 or blacklisted/banned by any Government

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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.
- 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

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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**

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 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 as per the available format (Forms & Format Section) in tender.

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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] & Bid 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

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 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".

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

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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 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 The bid must be submitted on the E-tendering website (<https://etenders.gov.in>) as follows: -

11.1.1 **“TECHNO-COMMERCIAL/UN-PRICED BID”** shall contain the followings:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information' as per format enclosed.
- (c) Copy of EMD/Bid Bond/Bid Security/Declaration of Bid Security
- (d) Copy of Power of Attorney
- (e) Copies of documents, as specified in tender document.
- (f) 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.
- (g) 'Agreed Terms and Conditions', as per format enclosed.
- (h) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (i) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB.
- (j) Copy of EMD. 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

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accountant (in respect of other than companies) as per Form-3 (Wherever applicable) 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 format available in tender.
- (p) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed/digitally signed on each page by the Authorized Signatory holding POA.
- (q) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document.
- (r) Any other information/details required as per Bidding Document

Above documents should be uploaded by the participating bidders along with the bid.

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 along with 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 along with the Bid, provided the original EMD, copy of which has been uploaded, is received within 07 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

11.1.2 **PRICE BID:**

- (a) 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.
- (b) 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.

- 11.1.3 Bidder shall download the BoQ / Price bid which is uploaded on E-tendering portal as an excel attachment and submit the prices as per format without altering the content of it. The duly filled Price bids/BoQ 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 the prescribed BoQ format uploaded in portal 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 be 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
- 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

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 Contractor shall be put under Holiday list of IGGL for period of six months after following the due procedure. This

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action will be in addition to the right of recovery of financial implication arising on IGGL

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

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

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

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

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

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

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

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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, if not registered yet.

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

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

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

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

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

13.10 **Anti-profiteering clause:**

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

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

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

In case where a successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:

- In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
- In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Based on the total cash outflow calculated as above, IGGL shall place orders.

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

13.14 **Provision w.r.t. E- Invoicing requirement as per GST laws:**

Supplier who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by IGGL as no ITC is allowed on such invoices.

Therefore, all the payments to such supplier who is liable to comply with e-invoice as

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

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

To ensure compliance, undertaking in requisite format is to be submitted by supplier as per format F-14 along with documents for release of payment.

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

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

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 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**

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Cheque’/’Insurance Surety Bond’/’Fixed Deposit Receipt’ [in favour of **IGGL** payable at place mentioned in **BDS**] or **’Bank Guarantee (including e-Bank Guarantee)’** strictly as per the format given in the **Tender Document**. Bidder shall ensure that EMD submitted in the form of **’Bank Guarantee’(including e-Bank Guarantee)** should have a validity of at least ‘two [02] months’ beyond the validity of the Bid. EMD submitted in the form of **’Demand Draft’** or **’Banker’s Cheque’** should be valid for three months.

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

- 16.2 IGGL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a ‘Bank Guarantee’(including e-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.
- 16.3 Any Bid not secured in accordance with “ITB: Clause-16.1 & Clause-16.2” may be rejected by IGGL as non-responsive.
- 16.4 Unsuccessful Bidder’s EMD will be discharged/ returned 30 (Thirty) days after finalization of tendering process.
- 16.5 The successful Bidder’s EMD will be discharged upon the Bidder’s acknowledging the ‘Award’ signing the ‘Contract Agreement’ and furnishing ‘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.
 - (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’(including e-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 (including e-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.

- 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.
- 16.12 **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 format available in the tender document.

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;

tanveer.jalal@iggl.co.in

santanu.bhattacharyya@iggl.co.in

debashish.boruah@iggl.co.in

cnp.department@iggl.co.in

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- 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.
- 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 Complete tender document, GCC, Corrigendum/ Addendum (If any) along with all other documents as mentioned in the tender to be digitally/ physically signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA) 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 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:

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- (a) Firm Price
 - (b) Earnest Money Deposit / Bid Security/ Bid Security Declaration (As applicable)
 - (c) Specifications & Scope of Work
 - (d) Schedule of Rates / Price Schedule / Price Basis
 - (e) Duration / Period of Contract/ Completion schedule
 - (f) Period of Validity of Bid
 - (g) Price Reduction Schedule
 - (h) Contract Performance Security
 - (i) Guarantee / Defect Liability Period
 - (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
 - (k) Force Majeure & Applicable Laws
 - (l) 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 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 All the bids shall be addressed to the owner at address specified in IFB.
- 21.3 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 The bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 22.2 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 E-tendering system of IGGL shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.

The bid bond/physical documents have been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.

24. MODIFICATION AND WITHDRAWAL OF BIDS

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

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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 unpriced bids on the specified bid due date & time specified in the tender.

26.2 *Priced Bid Opening:*

- 26.2.1 IGGL will open the price bids online through E-tender portal only 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 E-tender portal for information to all bidders (including techno-commercially not qualified Bidders).

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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"
- 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.

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- 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 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.

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30. **EVALUATION AND COMPARISON OF BIDS**

Bids shall be evaluated as per evaluation criteria mentioned in Section-II of bidding document.

31. **COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE**

32. **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.

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[F] – AWARD OF CONTRACT

33. 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.

34. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE:

- 34.1 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/LOA/PO/WO and the same shall be binding on IGGL and successful Bidder (i.e., Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any.
- 34.2 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".
- 34.3 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"
- 34.4 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- 34.5 IGGL will award the contract to the successful Bidder, who within 03 (Three) days of receipt of the same, shall sign and return the acknowledged copy to IGGL.

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35 SIGNING OF AGREEMENT

- 35.1 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.
- 35.2 The format for signing Contract Agreement in English is attached with this Bidding Document.

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

- 36.1 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 (including e-Bank Guarantee) or Letter of Credit and shall be in the currency of the Contract.
- 36.2 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 @ 5% of Total Order / Contract value in case contract period is less than one year or 5% of Annualized Order /Contract value in case contract period is more than one year.

Security Deposit can be deducted from the due payment of contractor/ vendor/supplier against such order/ contract as below:

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 @ 2.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 5% of Total Order / Contract value in case contract period is less than one year or 5% of Annualized Order / Contract value in case contract period is more than one year

- 36.3 Bank Guarantee (including e-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. This bank guarantee shall be valid for a period as three months beyond the DLP specified in Bid Data Sheet.

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- 36.4 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
- 36.5 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.
- 36.6 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
- 36.7 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee (including e-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/PO/WO no. _____(service provider to specify the FOA/LOA/PO/WO 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."
- 36.8 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.
- 36.9 The Service Provider will also submit covering letter along with CPS as per format available in the tender (Forms & Format Section).
- 36.10 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).
- 36.11 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.
- 36.12 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.

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36.13 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.

36.14 **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.

37 PROCEDURES FOR ACTION IN CASE CORRUPT/ FRAUDULENT/COLLUSIVE/ COERCIVE PRACTICES:

37.1 Shall be as stipulated at Annexure-IV and General Conditions of Contract.

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

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

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

Not with standing anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Service Provider/Bidders indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in IGGL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices", the service provider/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Indradhanush Gas Grid Limited (IGGL), to such Service Providers/Bidders.

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

38 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES:

38.1 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.

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- 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.

- 38.2 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
- 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.

- 38.3 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.

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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.

38.4 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.

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

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

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

39 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.

40 VENDOR PERFORMANCE EVALUATION:

Shall be as stipulated at Annexure-V and General Conditions of Contract.

41 INCOME TAX & CORPORATE TAX

41.1 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.

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

41.3 TDS

- (i) TDS, wherever applicable, shall be deducted as per applicable act/law/rule.
- (ii) Higher rate of TDS for non-filers of ITR

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

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

41.4 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.

42 DISPUTE RESOLUTION MECHANISM

42.1 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.

42.2 **CONCILIATION AND ARBITRATION**

1.0 CONCILIATION

Indradhanush Gas Grid Limited (IGGL) has framed the Conciliation Rules 2019 in conformity with Part – III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation. All issue(s)/dispute(s) arising under the Contract, which cannot be mutually resolved within a reasonable time, may be referred for conciliation in accordance with IGGL Conciliation Rules 2019 as amended from time to time. A copy of the said rules have been made available on IGGL’s web site i.e. <https://iggl.co.in>.

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

2.0 ARBITRATION

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

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

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

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

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

2.5 List of Excepted matters:

- a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 10 crores.
- b) Dispute(s) / issue(s) relating to indulgence of Contractor / Vendor / Bidder in corrupt / fraudulent / collusive / coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
- c) Dispute(s) / issue(s) wherein the decision of Engineer-In-Charge / owner / IGGL has been made final and binding in terms of the Contract.

2.6. Disputes involving claims below Rs 25 Lakhs and above Rs. 10 crores: - Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 10 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.

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

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

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44 PROMOTIONS 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.

45 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.

46 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):

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.

47 PROVISIONS 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

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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.

48 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.

49 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.

Further, IGGL has implemented Bill Tracking System (BTS). Supplier/Vendor must forward their invoice through BTS (<https://vendor.iggl.co.in/>) by uploading a digital copy of the invoice in the portal.

However, the hard copy of invoice and all other document mentioned above or in order/ contract is to be forwarded to address provided in order/contract.

The concerned Engineer-in-Charge or Officer-in-Charge may be contacted for further guidance

50 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.

51 RESTRICTING PARTICIPATIONS 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.

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- (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 format available in the tender (Forms & Format Section).

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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/DRS(OT)/06-25
2.1	The name of the Services to be performed is: HIRING OF AGENCY FOR CONDUCTING DETAILED ROUTE SURVEY AND PIPELINE ROUTE SELECTION ALONG THE AVAILABLE ROW OF NH-717A FOR PART D1, D2 AND E, SECTION - 11, NEGG.
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: YES/ NO</p> <p>Details of Buyer:</p> <table border="1"> <tr> <td data-bbox="399 414 654 593">Services to be rendered at</td><td data-bbox="654 414 1444 593"> Indradhanush Gas Grid Limited Complete address of work centre- 7th Floor, 122A, NRL Centre, Christian Basti, G. S. Road, Guwahati, Assam-781005, Country: INDIA </td></tr> <tr> <td data-bbox="399 593 654 638">PAN No.</td><td data-bbox="654 593 1444 638">AAECI9589F</td></tr> <tr> <td data-bbox="399 638 654 683">GST no.</td><td data-bbox="654 638 1444 683">18AAECI9589F1ZZ</td></tr> <tr> <td data-bbox="399 683 654 985">IGGL Bank details</td><td data-bbox="654 683 1444 985"> 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>	Services to be rendered at	Indradhanush Gas Grid Limited Complete address of work centre- 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
Services to be rendered at	Indradhanush Gas Grid Limited Complete address of work centre- 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								
<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>								

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D. SUBMISSION AND OPENING OF BIDS	
ITB clause	Description
4.0 of IFB	<p>For submission of physical document as per clause no. 4.0 of IFB, the Owner's address is:</p> <p>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</p>
E. EVALUATION, AND COMPARISON OF BIDS	
ITB clause	Description
32	Evaluation Methodology is mentioned in Section-II.
F. AWARD OF CONTRACT	
ITB clause	Description
35	<p>State of INDIA which stamp paper is required for Contract Agreement:</p> <p><u>ASSAM</u></p>
36	<p>Contract Performance Security/ Security Deposit:</p> <p>APPLICABLE / NOT APPLICABLE</p> <p><u>The value/ amount of Contract Performance Security/ Security Deposit:</u> CPS/SD @ 5% of Total Order / Contract value excluding GST in case contract period is less than one year or 5% of Annualized Order / Contract value excluding GST in case contract period is more than one year.</p> <p>OR,</p> <p>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 @ 2.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 5% of Total Order / Contract value in case contract period is less than one year or 5% of Annualized Order / Contract value in case contract period is more than one year.</p>
37.3	<p>Name and contact details of nodal officer are as under:</p> <p>Shri Kulajit Talukdar, General Manager (C&P) Tel: 91-361-280-1400 Email: kulajit.talukdar@iggl.co.in</p>

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39	Provision of AHR Item: APPLICABLE / NOT APPLICABLE
42.1	Quarterly Closure of Contract: APPLICABLE / NOT APPLICABLE

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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:

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

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(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 the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1

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- 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

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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

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%)

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

(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 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.

FORM-1 TO ANNEXURE-III TO SECTION-III

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

To,

M/s INDRADHANUSH GAS GRID LIMITED

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 Local supplier (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:

Date:

[Signature of Authorized Signatory of Bidder]

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 statements to investigators and/ or by threatening, harassing or intimidating any party to

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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

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

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by

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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.

ANNEXURE-V

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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.
- 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/ Non stock Non valued items (PO with material code ending with 9).

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

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

5.1 FOR PROJECTS

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

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

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

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

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - (a) **First Instance: Holiday (Red Card) for 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.
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) /contract (s) on such Vendor/ Supplier/ Contractor/ Consultant.

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

(c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of 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

- 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) /contract (s) on such Vendor/ Supplier/ Contractor/ Consultant.

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

(c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of 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 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.

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- 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).

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.

Annexure-1

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

- Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE: 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 03 months	Before CDD	40
	Delay upto 4 weeks	35
	Delay upto 8 weeks	30
	Delay upto 10 weeks	25
	Delay upto 12 weeks	20
	Delay upto 16 weeks	15
	More than 16 weeks	0
b) Above 03 months	Before CDD	40
	Delay upto 4 weeks	35
	Delay upto 8 weeks	30
	Delay upto 10 weeks	25
	Delay upto 16 weeks	20
	Delay upto 20 weeks	15
	Delay upto 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	Failure of severe nature	0 marks

endangers system integration and safety of the system	- Moderate nature	05 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	05 marks
	2. No. of deviations ≤ 2	02 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	04 marks
ii)	Mobilization of resources as per Contract and in time	04 marks
iii)	Liquidation of Check-list points	04 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	04 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	04 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	05 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	05 marks
iii)	Response to various correspondence and conformance to standards like ISO	05 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	05 marks

Annexure-2

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

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

- Marks are to be allocated as under:

4.1 DELIVERY/ COMPLETION PERFORMANCE: 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 03 months	Before CDD	40
	Delay upto 4 weeks	35
	Delay upto 8 weeks	30
	Delay upto 10 weeks	25
	Delay upto 12 weeks	20
	Delay upto 16 weeks	15
	More than 16 weeks	0
b) Above 03 months	Before CDD	40
	Delay upto 4 weeks	35
	Delay upto 8 weeks	30
	Delay upto 10 weeks	25
	Delay upto 16 weeks	20
	Delay upto 20 weeks	15
	Delay upto 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 endangers system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	05 marks
	- low severe nature	10-25 marks

iii) Number of deviations	1. No deviation	05 marks
	2. No. of deviations ≤ 2	02 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	04 marks
ii)	Mobilization of resources as per Contract and in time	04 marks
iii)	Liquidation of Check-list points	04 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	04 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	04 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	05 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	05 marks
iii)	Response to various correspondence and conformance to standards like ISO	05 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	05 marks

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SECTION-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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

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SECTION-V

FORMS & FORMAT

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	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-4	AGREED TERMS & CONDITIONS
F-5	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT
F-6	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE – Not Applicable
F-7	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER– Not Applicable
F-8	BIDDER'S QUERIES FOR PRE-BID MEETING
F-9	E-BANKING FORMAT
F-10	BIDDER'S EXPERIENCE FORMAT

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/DRS(OT)/06-25 (**E-TENDER NO. IGGL-100082**)

1	Bidder Name	M/s _____
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:	<div>City:</div> <div>District:</div> <div>State:</div> <div>PIN/ZIP:</div>
6	Bidder's address where order/ contract is to be placed*	<div>City:</div> <div>District:</div> <div>State:</div> <div>PIN/ZIP:</div>
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).	<div>City:</div> <div>District:</div> <div>State:</div> <div>PIN/ZIP:</div> <div>GST No.:</div>
8	Telephone Number of address where order is to be placed	<div>_____</div> <div>(Country Code) (Area Code) (Telephone No.)</div>

9	E-mail address	
10	Mobile Number of concerned personnel/authorized signatory	
11	ISO Certification, if any	{If yes, please furnish details}
12	PAN No.	[Enclose copy of PAN Card]
13	GST No. (refer sl. no. 7 above)	[Enclose copy of GST Certificate]
14	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)
15	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:

(TO BE STAMPED IN ACCORDANCE WITH THE STAMP ACT)

FORMAT F-2

PROFORMA OF "BANK GUARANTEE"
FOR "EARNEST MONEY / BID SECURITY"

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.

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

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. **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

-----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 (v) whichever is Applicable)	:	PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
6	BG ISSUED BANK DETAILS					
(A)		EMAIL ID:				
(B)		ADDRESS:				
(C)		PHONE NO.:				

=====

F-2A
DECLARATION FOR BID SECURITY

To,

M/s INDRADHANUSH GAS GRID LIMITED (IGGL)

SUB: HIRING OF AGENCY FOR CONDUCTING DETAILED ROUTE SURVEY AND PIPELINE ROUTE SELECTION ALONG THE AVAILABLE ROW OF NH-717A FOR PART D1, D2 AND E, SECTION - 11, NEGG

TENDER NO: IGGL/GHY/C&P/DRS(OT)/06-25

Dear Sir,

After examining/reviewing provisions of above referred to 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 policies 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.
- (c) Having indulged in corrupt/fraudulent/ collusive / coercive practice as per procedure.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-3

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 demand pay without demur, contest, protest and/ or without any recourse to the contractor to IGGL in such manner as IGGL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said _____ M/s _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation

=====

under this debt.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by IGGL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by IGGL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s _____ (contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that IGGL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that IGGL may have in relation to the supplier's/contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by IGGL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Guwahati.
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:
- The Bank's liability under this Guarantee shall not exceed (currency in figures) (currency in words only)
 - 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
 - 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.
11. It is also confirmed that the net worth of the Bank is more than Rs.100 Crores and the undersigned is authorized to issue this certificate.

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

INSTRUCTIONS FOR FURNISHING

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

- 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.
- The Bank Guarantee by Bidders will be given from bank as specified in Tender.
- 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.
- 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.
- 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 :				

F-4
AGREED TERMS & CONDITIONS

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/DRS(OT)/06-25 (E-TENDER NO. IGGL-100082)

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address (LOA/Order shall be released in this name)	Bidder's name: Address:
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.	CONFIRMED
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).	CONFIRMED
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	CONFIRMED
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.	CONFIRMED
6.	Confirm that Contract Performance Security will be furnished as per Bid Document within 30 days of LOA/FOA/PO/WO in case of successful bidder.	CONFIRMED
7.	Confirm compliance to Completion Schedule as specified in Bid document.	CONFIRMED

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
8.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule / Delivery period as specified in Bid document or as per GCC. In case of delay, the bills shall be submitted after deducting the price reduction due to delay	CONFIRMED
9.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections), General Conditions of Contract and Corrigendum / Addendum (if any) available along with this tender document. b) Confirm that printed terms and conditions of bidder are not applicable.	CONFIRMED CONFIRMED
10.	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	CONFIRMED
11.	Please furnish EMD/Bid Security details (if applicable): a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG] OR Bidder furnishes bid security declaration [applicable for MSEs, and Start-Ups (to whom exemption is allowed as per extant guidelines in vogue)]	
12.	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.	CONFIRMED
13.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of Owner or (ii) the bidder is not a firm in which any Director (in Board of Director) of Owner/ IGGL or their relative is not a partner.	CONFIRMED
14.	All correspondence must be in ENGLISH language only.	CONFIRMED
15.	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.	CONFIRMED
16.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	CONFIRMED
17.	No Deviation Confirmation: It may be noted that any 'deviation / exception' in any form	CONFIRMED

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
	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.	
18.	<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 claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."</p>	CONFIRMED
19.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid.	CONFIRMED
20.	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.	CONFIRMED

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
25.	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	CONFIRMED
26	<p><u>Declaration on proceedings under insolvency and bankruptcy CODE 2016:</u></p> <p>Bidder confirms that they are not undergoing any insolvency resolution process or liquidation or bankruptcy proceeding as on bid due date.</p> <p><u>Note:</u></p> <p>It is understood that if this declaration is found to be false, Indradhanush Gas Grid Limited shall have the right to reject the 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) as per the policy of Indradhanush Gas Grid Limited.</p>	CONFIRMED

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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[TO BE SUBMITTED ON BIDDER LETTER-HEAD]

F-5

NO CLAIM CERTIFICATE

(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)

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: _____

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(TO BE SUBMITTED ON BANK'S LETTER HEAD)

F-6

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

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.

[THIS CERTIFICATE TO BE SUBMITTED ON CHARTERED ACCOUNTANT/CPA LETTER HEAD]

F-7

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

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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

(Page 1 of 2)

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INSTRUCTIONS:

1. The Separate Pro-forma shall be used for each member in case of JV/Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
4. For the purpose of this Tender document:
 - a. **Annual Turnover** shall be "Revenue from operation" as per profit & Loss account of audited annual financial statements.
 - b. **Working Capital** shall be "Current Assets less Current liabilities" and
 - c. **Net Worth** shall be 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-8

BIDDER'S QUERIES FOR PRE-BID MEETING

To,

M/s. IGGL

TENDER NO: IGGL/GHY/C&P/DRS(OT)/06-25 (E –TENDER NO. IGGL-100082)

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 : _____

[TO BE SUBMITTED ON BIDDER LETTERHEAD]

F-9

E-Banking Mandate Form

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-10

BIDDER'S EXPERIENCE

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/DRS(OT)/06-25 (E –TENDER NO. IGGL-100082)

SUB: HIRING OF AGENCY FOR CONDUCTING DETAILED ROUTE SURVEY AND PIPELINE ROUTE SELECTION ALONG THE AVAILABLE ROW OF NH-717A FOR PART D1, D2 AND E, SECTION - 11, NEGG

Sl. No.	Description of the Services	LOA /WO No. and date	Full Postal Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Value of Contract/Order (Specify Currency Amount)	Date of Commencement of Services	Schedule of 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. 1.4 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.

SECTION-VI

SPECIAL CONDITIONS OF CONTRACT

&

SCOPE OF WORK

SPECIAL CONDITIONS OF CONTRACT (SCC)

1) GENERAL

- i. Special Conditions of Contract (SCC) shall be read 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.
- vi. The job under contract includes supply of all materials, equipment, consumables, labour, lodging, boarding etc., excluding transportation to and from work site, for Contractor's crew deployed for the job. However, the initial mobilization and final demobilization of manpower and machinery to and from site will fall under the scope of contractor.

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), a JV of IOCL, ONGC, OIL, GAIL and NRL is executing North-East Natural Gas Grid (NEGG) Pipeline Project. A total of 14 pipeline sections under NEGG are under various stages of construction.

IGGL envisages to lay Natural Gas Pipelines in North-East India i.e., Siliguri to Gangtok. In view of this, IGGL has Proposed 12-inch diameter and 191.00 km Pipeline that takes off from IP-03 of BGPL (Barauni-Guwahati Pipeline by GAIL) in

Village-Uttar Bhushkadanga, Maynaguri, District - Jalpaiguri that goes up to Ranipool, District – Pakyong, Sikkim via District - Kalimpong, West Bengal.

IGGL has obtained In-principle approval from NHIDCL and is in the process of obtaining subsequent working permission to lay the natural gas pipeline along the utility corridor of NH-717(A) from Siliguri to Gangtok. Wherein citing the quantum of damage of laying IGGL's 12" Natural Gas pipeline along the available corridor of NH-717(A) and the cost of restoration of the said NH being exorbitant on the hill-side, IGGL is exploring the possibility to lay pipeline beneath the Earthen shoulder, wherever available, on the valley side of NH-717(A). The above has highlighted the requirement for a Detailed Route Survey of this new alignment and subsequently, Pipeline Route Selection.

The proposed pipeline route shall pass through the Indian States of West Bengal and Sikkim.

1.1.0 IGGL desires to carry out work of Detailed Route Survey and subsequent Pipeline Route Selection within the available ROW of NH-717 (A), primarily in the extreme possible edge of the ROW, in a combination of hill and valley alignment as per availability and ground conditions.

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

1.2.1 Detailed Route Survey (including submission of report)

1.2.2 Pipeline Route Selection (to be prepared on the basis of the survey report)

1.3.0 **IGGL may execute work for any quantity but limited to overall contract value. Bidders may quote accordingly as there may be requirement of multiple teams' mobilization and demobilization as per the requirement of IGGL given the urgent nature of the work.**

3) SCOPE OF WORK

2.1.0 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 to make the scheme complete in all respect of technical requirements and to deliver the desired output/performance.

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

2.3.0 Detailed Route Survey (including submission of reports):

The survey of pipeline route including locating & marking the center line of pipeline alignment on available earthen shoulder in hillside or valley-side, whichever is available, beyond the Bituminous Tar (BT) Road, wherever available, or directly below the BT Road itself, keeping the center line of the road as reference, taking field measurements, providing benchmarks and preparation of drawings, plotting of route alignment and route map and supporting kml/kmz file. 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.

2.4.0 Pipeline Route Selection

Pipeline Route selection usually involves Desktop Study identification of various alternative routes available through study of topo-sheets and Field Reconnaissance Survey verification of Ground-Truth through extensive physical travelling along identified alternate routes and collecting details. However, for this case, findings and details encapsulated in the report submitted for Detailed Route Survey are to be taken into account, additionally, Desktop study and Field Reconnaissance Survey maybe conducted by the contractor as per their will, observations of which can be considered for arriving to the conclusions of the report.

In case adverse conditions arise wherein results of the Detailed Route Survey pose difficulty in pipeline route selection, a detailed report is to be submitted considering only technical hindrances that are likely to arise during pipeline project execution inline with safety standards and the findings of the Detailed Route Survey.

2.5.0 The **detailed scope of work** for various activities to be carried out is mentioned in subsequent clauses.

A. DETAILED ROUTE SURVEY:

1. Scope of Work:

The Detailed Route survey shall be carried out for the pipeline route 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 in reference to the center line of the National Highway in the available earthen shoulder in valley-side beyond the Bituminous Tar (BT) Road of NHIDCL wherever available or directly below the BT Road itself.*

- *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 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, wherever possible with no damage to the BT Road.*
- *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, if any.*
- *For major River crossings (bank to bank width exceeding 800m), a minimum straight length of 300m on either side of stable riverbanks 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 riverbank 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 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 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, complete in all respects as per specifications and direction of Engineer in charge/ Site Engineer. 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, detailed engineering survey report encompassing seismic fault line data, population density index survey and other related information required for compiling the final alignment sheets 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 Detailed 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) *The Turning Points (TP's) and Intermediate Points (IP's) as staked on the ground after the Detailed Survey, shall be plotted on the route map 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.

(5) - 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 metaled 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 submitted to 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 shall be included in the report.*
- 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.*

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 a 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 benchmarks in nearest proximity of the*

alignment.

(5) - Collecting accurate details of horizontal 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 (IPs) are referred to as Intersection Points.

The pipeline shall be staked on the ground as follows:

1. 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.
2. 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.
3. The reference sketches shall carry the Turning Point reference number and their respective distance from the TP marker stake.
4. Change in direction of line shall be marked on the TP marker stakes.

4. PIPELINE CROSSINGS:

4.1 General: 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.

4.1.1. 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.

4.1.2. 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 obstacle concerned.

- 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. 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".
- iv. 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".
- v. The North direction shall be correctly indicated in the Index plan.
- vi. No contours shall be shown on the key plan.

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

4.1.4 Railway Crossings: The angles for all railway crossings shall be as close to 90 degrees as possible to the centerline 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.

4.1.5 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.

4.1.6 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.

4.1.7 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 (wherever feasible) shall be carried out to establish the riverbed 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.

4.1.8 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.

4.1.9 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. Wherever 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 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.

5. ROUTE MAP

- 5.1 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.
- 5.2 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).
- 5.3 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.
- 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.
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 riverbanks 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 riverbank 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 the 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.

- 5.4 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.
- 5.5 In the case of perennial rivers, flow direction of the river shall also be indicated on the Route Maps.
- 5.6 National Highway, State Highway Nos. and Railway line details shall be indicated on the Route Maps.
- 5.7 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.
- 5.8 TP and IP details.
- 5.9 Indication of type of crossing e.g., Road, Railway, River, Canal etc. on the Route Map.
- 5.10 Key Plan of the entire pipeline Route with the respective section (of the Route Map sheet) highlighted shall be displayed.
- 5.11 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.
- 5.12 tails of Electrical power line crossing / running parallel in the ROW.
- 5.13 Other details as per directions of Engineer-in-Charge.
- 5.14 Following critical details shall be indicated in the Route Maps:
1. Indication of Geographical "North" direction.
 2. Indication of corresponding SOI Topo Sheet No. of 1:50,000 scale.
 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.
 4. 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.

6. PROFILE MAP

6.1 The following activities shall be involved in the preparation of a profile map:

- (1) The continuous profile of the proposed pipeline route shall be established from the leveling/Total Station heightened traverse and from the reduced levels taken. The level readings shall be recorded at the 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 benchmarks (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.

6.2 The 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. IPs 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.

6.3 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.

7. BUILT-UP AREA

7.1 Monuments and Properties

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

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.

7.2 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, preferably.
- Between existing/planned communication cables/lines and the proposed line- 25.0 meters, preferably.

7.3 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.

8. ACCURACIES IN MEASUREMENT

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

8.2 The error on closure for measurements on vertical distance to establish benchmarks 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 benchmarks shall be read to accuracy to the nearest 5 mm and for Intersection Points and other points also Pipeline route and at crossing to the nearest 10mm. The error of misclosure in vertical distance shall be distributed linearly.

9. CHAINAGE

- 9.1 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.
- 9.2 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.
- 9.3 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".
- 9.4 "X" shall be considered as (zero) '0' chainage.
- 9.5 The true bearing of all straits shall be observed and recorded.
- 9.6 Data on nature of terrain, viz. sandy, stony, vegetation, etc. and type of ground will also be recorded along with chainages of change points.

10. MEASUREMENT OF HORIZONTAL ANGLES

- 10.1** Horizontal angles are measured to indicate the change in direction of alignment and specify the horizontal bend at the Turning Points.
- 10.2** 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.

11. SURVEY NOTES, OBSERVATIONS AND COMPUTATIONS

- 11.1 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.
- 11.2 All up-to-date notes and observations related to the basis for determination of boundary lines and corners shall be maintained by surveyors.
- 11.3 Survey records must contain schematic diagrams of all horizontal controls pertinent to the project showing all existing and established control points, benchmarks, and any triangulation station and boundary lines.
- 11.4 Geo-graphical and UTM co-ordinates of all Turning Points and starting/end points of the pipeline shall be computed and furnished to EIC.
- 11.5 Survey reports in respect of Road, Railway, and River crossings /embankment should also specify the corresponding reference chainage /reference markers

maintained respectively by the Railway department, highway authorities and government departments in charge of Water bodies.

- 11.6 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.

12. MAPS & DRAWINGS

- 12.1 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.
- 12.2 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 incorporated 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:

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

13. PRESENTATION OF FIELD SURVEY DATA

13.1 Survey Drawing:

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

- RoU/RoW Planimetry drawings shall show all objects within 100 meters on either side of the Pipeline in Plain.
- In case of all rail, road, river, stream, canal and utility crossings, the angle of crossing shall be mentioned.

- (3) In case of 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/stream/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.

13.2 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 centerline on either side of it. For such areas, contours shall be plotted at 10m contour interval.

14. DOCUMENTATION & DATA SUBMISSION

14.1 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.
- (2) -Route Map of final selected route on Google Earth Application in .kml format.
- (3) -Profile Map in 1:25,000 (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 benchmarks 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 05 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 for Environmental Clearance.
- 14.2 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.
- 14.3 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.

- 14.4 One soft copy of final approved survey data/documents shall be submitted to the Owner on standard. In addition, single set of hard copy of all approved survey data/documents shall also be furnished.

15. DETAILED REPORTS

Detailed report as per standard specification shall be prepared and submitted as soon as the field works are completed in a draft form for our review and comments. The report shall consist of analysis of field data and recommendations for various design parameters. All the information mentioned below shall be furnished in the draft copy of final report. After reviewing, the contractor shall be informed about our comments/ remarks, if any, and the same shall be incorporated. 02 (two) copies one hard copy along with a soft copy of final reports shall be submitted.

B. PIPELINE ROUTE SELECTION:

- 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, upon requirement. Based on this preliminary information of the pipeline route and the detailed route survey conducted by the "Survey agency" pipeline route (alignment) selection shall be done.
- 2) The pipeline route (alignment i.e. combination of hillside and valley-side) selection shall be done satisfying the following criteria:
 - Shortest possible pipeline route
 - Avoiding highly undulated / broken areas
 - Avoiding perennially marshy and waterlogged/ 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
- 3) Thematic maps of National Atlas & Thematic Mapping Organization (NATMO) should be studied while selecting the proposed pipeline routes.

- 4) A small brief of the desktop study may 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).
- 5) The Pipeline route selection report shall be made considering the findings of the detailed route survey conducted by the survey agency in conjunction with the results of the desktop study and field reconnaissance along all the alternative routes 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.

1. METHODOLOGY:

I. SELECTION OF FINAL ROUTE:

- All the information collected during detailed route survey 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 (alignment) 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, if any.
- 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
 - 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.

II. 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".

- 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 conditions should be observed by the detailed route survey team and furnished in the report. If site condition 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 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.

III. CROSSING DETAILS

- All the crossings likely to be encountered in the final route alignment are to be listed out.
- Approximate measurements at crossing-points of all the railways, roads, rivers, waterways, NH Crossings etc. falling on the route shall be taken during the detailed route 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.

IV. REPORT PREPARATION & SUBMISSION

The pipeline route selection report to be submitted after completion of detailed route survey (considering the findings of the survey report) 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)
- List of hair-pin bends, permanent structures of NHIDCL (such as culverts, retaining walls, breast walls, if any)
- 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, if any.

2. ADVERSE CONDITIONS

In case adverse conditions arise wherein results of the Detailed Route Survey pose difficulty in pipeline route selection, a detailed report is to be submitted considering only technical hindrances that are likely to arise during pipeline project execution inline with safety standards and the findings of the Detailed Route Survey. Additionally, the following data is to be provided in case if such conditions arise:

- Data of Technical hindrances
 - Details of hindrances, if any, along the pipeline route
 - i. No. of hair-pin bends
 - ii. Type and dimensions of existing structures (such as culverts, retaining walls, breast walls, if any)
 - iii. Total Number of structures
 - iv. Restricted / Limited availability of usable ROU

4) SURVEY TEAMS AND EQUIPMENTS

- (a) **Contractor shall deploy dedicated manpower for doing all survey works as per directions of Engineer-in-Charge.**

4.1 DEPLOYMENT OF MANPOWER AND EQUIPMENT:

- (1) The tenderer shall furnish a detailed list of equipment to the Engineer-in-Charge. The list shall be exhaustive & main / peripheral equipment shall be clearly identified. Bio data of the key personnel involved should also be furnished. The bidder shall provide a resource-based network justifying how they propose to execute & complete the work 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) 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.
- (6) The scope of work shall include arrangement of accommodation, transport facilities etc. for the field staff of the soil investigation agency.
- (7) **If Owner is not satisfied with the testing procedures/ methods, contractor shall provide alternate testing facilities as per directions of Owner.**

5) **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 a necessary recommendation letter, if so required.

6) **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.

7) **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.

8) **SCHEDULE OF RATES AND THE PRICE OFFER:**

- i. The format for Schedule of Rates is enclosed as a separate part of this tender document.
- ii. 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.
- iii. 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.

9) **AWARD OF WORK:**

- i. Price bid evaluation shall be done on an overall landed cost basis. The works are not splittable.
- ii. Any amount of work of the contract value can be executed by IGGL. No compensation should be paid to the contractor if work is executed below the contract value.

10) **SUBMISSION OF REPORTS**

- a. Separate reports are required to be submitted by the Contractor covering following survey works as applicable under each PART:
 - i. Detailed route survey (One set).
 - ii. Pipeline Route Selection (One set).
 - 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. 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.

vi. 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 the above-mentioned classified zones, the party shall furnish information for Environmental Clearance.

vii. **Undertaking shall be submitted by the contractor stating that the pipeline is not passing through any National Park/ Wildlife Sanctuary (WLS)/ Coral Reef/ Ecological Sensitive Area (ESA).**

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.

11) DEFECT LIABILITY PERIOD

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

12) TIME OF COMPLETION

04 Months from the date of issue of intimation by EIC (including submission of all reports).

13) PRICE ADJUSTMENTS FOR DELAY IN COMPLETION

i. Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such a failure is due to Force Majeure as defined in GCC or due to EMPLOYER's default, Price Reduction will be applicable @1/2% of the total executed value per week of delay or part thereof in completion of work subject to a maximum (ceiling) of 5% of total executed value. The said amount will be recovered from amount due to the Contractor/Contactor's Contract Performance Security payable on demand. The decision of the ENGINEER-IN-CHARGE in regard to the applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR. Contractor shall submit the reasons in writing for delaying in performing of the activities/ anticipated delay in execution of the assignment well in advance (before the timeline for completion of execution of separate line items) to EIC.

ii. Further, Bonus for early completion is not applicable for this contract.

14) MEASUREMENT AND PAYMENT

Payment for carrying out Detailed Route survey as per tender documents, shall be made as per km basis as per relevant item.

15) TERMS OF PAYMENT

A) For Detailed Route survey, payment shall be made, as under:

Sl. No.	Activity of Work Completed	Payment Schedule
(a)	On mobilization and completion of field work including submission of preliminary survey report	Payment @ 10% of rate of the relevant Items of SOR
(b)	On completion of Detailed Route Survey and including submission of report	Payment @ 60% of rate of the relevant Items of SOR
(c)	On completion of Pipeline Route Selection and submission of recommendation	Payment @ 20% of rate of the relevant Items of SOR
(d)	On acceptance of the Pipeline Route Selection Report	Balance @ 10% of rate of relevant Items of SOR

B) For Pipeline Route Selection, payment shall be made, as under:

Sl. No.	Activity of Work Completed	Payment Schedule
(a)	On completion of Pipeline Route Selection and submission of recommendation	Payment @ 75% of rate of the relevant Items of SOR
(b)	On acceptance of the Pipeline Route Selection Report	Balance @ 25% of rate of relevant Items of SOR

16) 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 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: HIRING OF AGENCY FOR CONDUCTING DETAILED ROUTE SURVEY AND PIPELINE ROUTE SELECTION ALONG THE AVAILABLE ROW OF NH-717A FOR PART D1, D2 AND E, SECTION - 11, NEGG.

Tender No.: IGGL/GHY/C&P/DRS(OT)/06-25 (E –TENDER NO. IGGL-100082).

Name of Bidder: M/s _____

Sl. No.	Service Description	Qty.	UOM	Rate (In Rs.)	Amount (In Rs.)
1.0	Detailed Route Survey (including submission of report)				
1.1	Carrying out detailed survey for the pipeline route within the available corridor of NH-717A for possibility of including locating & marking the center line of pipeline alignment on available earthen shoulder in hillside or valley-side, whichever is available, beyond the Bituminous Tar (BT) Road, wherever available, or directly below the BT Road itself, keeping the center line of the road as reference, taking field measurements, providing benchmarks and preparation of drawings, plotting of route alignment and route map and supporting kml/kmz file. 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.	01	LSM		
2.0	Pipeline Route Selection (including submission of report)				
2.1	Carrying out Pipeline route selection which involves Desktop Study identification of various alternative routes available through study of topo-sheets and Field Reconnaissance Survey verification of Ground-Truth through extensive physical travelling along identified alternate routes and collecting details, if required in addition to taking into account findings and details encapsulated in the report submitted for Detailed Route Survey. In case adverse conditions arise wherein results of the Detailed Route Survey pose difficulty in pipeline route selection, a detailed report is to be submitted considering only technical hindrances that are likely to arise during pipeline project execution inline with safety standards and the findings of the Detailed Route Survey.	01	LSM		
Total amount excluding GST:					
GST@18%:					
Total amount including GST:					

NOTE TO BIDDERS:

1. Quoted rates should be excluding of GST.
2. PRICE / RATES TO BE ENTERED ONLY IN THE PRICED BID FORMAT/BOQ AVAILABLE IN THE E-TENDERING PORTAL

SECTION-VIII

ATTACHMENTS

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ATTACHMENT- I

PROFORMA FOR CONTRACT AGREEMENT

LOA No/PO No.: IGGL/

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

WHEREAS

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

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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

control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

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

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

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

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

Date: _____

Date: _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____