



INDRADHANUSH GAS GRID LIMITED (IGGL)
(Joint Venture of IOCL, ONGC, GAIL, OIL and NRL)
GUWAHATI, ASSAM

NORTH -EAST GAS GRID PIPELINE PROJECT

BID DOCUMENT FOR COMPOSITE WORKS (ELECTRICAL & INSTRUMENTATION, CIVIL) FOR NEGDCL PIPELINE CONNECTIVITY UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)

OPEN DOMESTIC COMPETITIVE BIDDING

Tender ID: 2025_IGGL_242270_1

Bid Document No.: 05/51/23VC/IGGL/001(NEGDCL)-R1

VOLUME – I OF III



**PREPARED AND ISSUED BY
MECON LIMITED**
(A Govt. of India Undertaking)
Delhi, India

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SECTION-I

INVITATION FOR BID

(IFB)

SECTION-I

"INVITATION FOR BID (IFB)"

Ref No: 05/51/23VC/IGGL/001(NEGDCL)-R1

Date: 08.08.2025

To,

[PROSPECTIVE BIDDERS]

SUB: TENDER DOCUMENT FOR COMPOSITE WORKS (ELECTRICAL & INSTRUMENTATION, CIVIL) FOR NEGDCL PIPELINE CONNECTIVITY UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL) ON OPEN DOMESTIC COMPETITIVE BIDDING BASIS

Dear Sir/Madam,

1.0 INDRADHANUSH GAS GRID LIMITED (IGGL), a Joint Venture (JV) of IOCL, ONGC, GAIL, OIL and NRL, having its registered office at Guwahati in the State of Assam, has appointed MECON Limited (hereinafter referred to as "MECON") as EPMC for "**NORTH -EAST GAS GRID PIPELINE PROJECT**". MECON Ltd. on behalf of Indradhanush Gas Grid Limited invites bids from bidders for the subject supply/job, in complete accordance with the following details and enclosed Tender Documents. Bids submitted online on e-tendering CPP portal of Government (<https://etenders.gov.in/eprocure/app>) shall only be considered for processing.

2.0 The brief details of the tender are as under:

(A)	NAME OF WORK / BRIEF SCOPE OF WORK / JOB	COMPOSITE WORKS (ELECTRICAL & INSTRUMENTATION, CIVIL) FOR NEGDCL PIPELINE CONNECTIVITY UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)					
(B)	TENDER NO. & DATE	05/51/23VC/IGGL/001(NEGDCL)-R1 Tender ID: 2025_IGGL_242270_1 Date : 08.08.2025					
(C)	TYPE OF BIDDING SYSTEM	<table><tr><td>SINGLE BID SYSTEM</td><td> X </td></tr><tr><td>TWO BID SYSTEM</td><td> √ </td></tr></table> OPEN DOMESTIC COMPETITIVE BIDDING		SINGLE BID SYSTEM	X	TWO BID SYSTEM	√
SINGLE BID SYSTEM	X						
TWO BID SYSTEM	√						

(D)	TYPE OF TENDER	<table border="1"> <tr> <td data-bbox="751 226 979 338">E-TENDER</td> <td data-bbox="987 226 1239 338">✓</td> </tr> <tr> <td data-bbox="751 348 979 459">MANUAL</td> <td data-bbox="987 348 1239 459">X</td> </tr> </table> Tender ID: 2025_IGGL_242270_1	E-TENDER	✓	MANUAL	X
E-TENDER	✓					
MANUAL	X					
(E)	COMPLETION/CONTRACT PERIOD <table border="1"> <tr> <td data-bbox="289 573 1036 726">Completion period for Supply, Installation, testing and commissioning of all composite works as per the scope of work, SOR and tender documents, including mobilization, work permit etc.</td> <td data-bbox="1044 573 1466 726">4 months and 15 days from date of issuance of Fax of Acceptance (FOA).</td> </tr> </table>		Completion period for Supply, Installation, testing and commissioning of all composite works as per the scope of work, SOR and tender documents, including mobilization, work permit etc.	4 months and 15 days from date of issuance of Fax of Acceptance (FOA).		
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(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<table border="1"> <tr> <td data-bbox="751 764 1011 875">APPLICABLE</td> <td data-bbox="1019 764 1271 875">✓</td> </tr> <tr> <td data-bbox="751 886 1011 997">NOT APPLICABLE</td> <td data-bbox="1019 886 1271 997">X</td> </tr> </table> <u>Amount: INR 2,48,000/-</u> Note: <u><i>MSE bidders need to submit EMD/Bid Security as per relevant clauses of tender (cl. 16 of ITB, etc), failing which bid shall be treated as 'Bid not accompanied with EMD' and shall be rejected.</i></u> (Refer clause no.16 of ITB)	APPLICABLE	✓	NOT APPLICABLE	X
APPLICABLE	✓					
NOT APPLICABLE	X					
(F1)	DECLARATION FOR BID SECURITY	Start-Ups (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A				
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 08.08.2025 to 18.08.2025 (1400 Hrs, IST) on following websites: (i) IGGL's Tender Website – https://iggl.co.in (ii) Govt. CPP Portal - https://etenders.gov.in (iii) Govt. e-Procurement System of National Informatics Center (GePNIC) portal [e-tender portal] https://etenders.gov.in/eprocure/app (iv) MECON's Tender Website:- www.meconlimited.co.in				

(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 12.08.2025 Time : 1500 Hrs (IST) Shall be conducted through Video Conferencing Details of VC via Google Meet - Google Meet joining info Video call link: https://meet.google.com/iko-rexi-yjr
(HA)	VOID	
(I)	DUE DATE & TIME OF BID-SUBMISSION (ON OR BEFORE)	Date : 18.08.2025 Time : Upto 1400 Hrs (IST)
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 19.08.2025 Time : At 1500 Hrs (IST) Shall be conducted through Video Conferencing Details of VC via Google Meet - Google Meet joining info Video call link: https://meet.google.com/kiw-azrb-has
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	Vikesh Punj, Sr. GM I/c (Contracts) MECON Limited 15 th Floor, Scope Minor, District Centre, Laxmi Nagar, Delhi – 110092, India Ph. No. +91-11-22401143/ 22401224 Email : cont-delhi@mecon.co.in
(L)	DEALING IGGL'S OFFICE ADDRESS	Indradhanush Gas Grid Limited 7 th Floor, NRL Centre, G S Road, Christian Basti, Guwahati , Assam – 781005

In case the days specified above happens to be a holiday in IGGL, the next working day shall be implied w.r.t. bid opening and pre bid meeting, etc.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III). The IFB is an integral and inseparable part of the Tender Document.
- 4.0 In case of E-Tender, bid must be submitted only on <https://etenders.gov.in/eprocure/app> . 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) [Annexure-IV to Section-III]:-
 - i) EMD/Bid Security / Declaration for Bid Security (As applicable)
 - ii) Line of Credit (If applicable)
 - iii) Integrity Pact (if, applicable)
 - iv) Power of Attorney
- 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 Bid Due Date & Time.
- 7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bid is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).
- The Tender Document calls for offers on single point “Sole Bidder” responsibility basis (except where Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Supply /Specification(s) as specified in Tender Document.
- 8.0 Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 9.0 All the bidders including those who are not willing to submit their bid, are required to submit F-5 (Acknowledgement cum Consent letter) duly filled within 7 days from the date of receipt of tender information.
- 10.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.

This is not an Order.

For & on behalf of

Indradhanush Gas Grid Limited

(Authorized Signatory)

Name : Vikesh Punj

Designation : Sr. GM I/c (Contracts)

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

Contact No. : +91-11-22401224/ 22401143



CUT-OUT SLIP

DO NOT OPEN - THIS IS A QUOTATION

**Tender Ref. No. : 05/51/23VC/IGGL/001(NEGDCL)-R1
(Tender ID no. 2025_IGGL_242270_1)**

**Description : COMPOSITE WORKS (ELECTRICAL &
INSTRUMENTATION, CIVIL) FOR NEGDCL PIPELINE
CONNECTIVITY UNDER NORTH EAST GAS GRID (NEGG)
PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED
(IGGL)**

Bid Due Date& Time : On 18.08.2025 at 1400 Hrs

From: To:

.....	<i>The Sr. General Manager (Contracts)</i>
.....	<i>MECON LIMITED</i>
	<i>15TH FLOOR, NORTH TOWER,</i>
	<i>SCOPE MINAR, LAXMI NAGAR,</i>
	<i>DELHI – 110092</i>
	<i>Ph No.: 91-11-22401100/ 22401103</i>
	<i>Fax No.: 91-11-22041214</i>
	<i>Email : cont-delhi@mecon.co.in</i>

(To be pasted on the envelope containing Physical documents)

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SECTION-II

BID EVALUATION

CRITERIA &

EVALUATION

METHODOLOGY

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

BID EVALUATION CRITERIA (BEC)

A. TECHNICAL CRITERIA

A.1 The bidder should have successfully executed/ completed similar work (*) of value not less than as indicated below in last 10 (Ten) years to be reckoned from the bid due date, as mentioned under:

- a) At least three “similar work” contract* each having minimum value **INR 50 Lakh** in previous 10 (ten) years reckoned from the bid due date
OR
- b) At least two “similar work” contract* each having minimum value **INR 62 Lakh** in previous 10 (ten) years reckoned from the bid due date
OR
- c) At least one “similar work” contract* each having minimum value **INR 99 Lakh** in previous 10 (ten) years reckoned from the bid due date

(*) Definition of “Similar Work”:-

The bidder must have Completed / Executed “Composite work” including Supply related to Electrical / Instrumentation / Telecom / SCADA with or without Civil & Mechanical work for Oil / Gas /CNG/LNG/Auto LPG/ Petrol/ Diesel fuel Station / Terminals or Hydrocarbon Plant/ Industry (Steel/Power/ Fertilizer/Pharma/ Non-ferrous/ Mining & Metals/Manufacturing plant).

Note to Clause A

- (i) In case more than one contract are emanating against one tender, all such individual contracts are to be considered as single contract for evaluation of credential of a bidder for meeting their experience criteria.
- (ii) A Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting BEC of this Tender Document. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.
- (iii) In case the bidder has an experience as a consortium member and such member has executed earlier a job with in its scope as a member of the consortium, which is required as experience as per the qualification criteria in clause no. A.1, will be considered. Documentary evidences as stipulated in bidding document are to be submitted to establish such experience.
- (iv) In case the Bidder does not meet the criteria specified above and is quoting based on the experience of Foreign based another company (Supporting Company), then Bidder can still be qualified, provided supporting company meets the criteria **as per Clause “H” below**.

- (v) A job completed by a Bidder as a Sub-Contractor shall be considered for the purpose of meeting the experience criteria of BEC, provided the appointment of sub-contractor was authorized and subject to submission documents in support of meeting the Bidder's qualification criteria **as per Clause “D” & “F” below.**
- (vi) Consortium bids are not acceptable.

B. Financial Criteria

B.1 Annual turnover

The minimum Average Annual Financial Turnover (i.e., Revenue from Operations) of the bidder as per their audited annual financial statements during the three immediate preceding financial years shall be as **INR 62 Lakh.**

B.2 Net Worth

Net worth of the bidder should be positive as per the immediate preceding audited financial statement of last financial year.

For the purpose of net worth for this tender, the same shall be defined in “Format for Chartered Accountant Certificate / Certified Public Accountant (CPA) for Financial Capability of the Bidder” enclosed in the tender document.

B.3 Working Capital

The minimum working capital of the bidder as per the audited annual financial statement of last financial year shall be **INR 12 Lakh.**

Note to clause B:

- (i) If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores (or equivalent in USD), confirming the availability of line of credit for working capital amount, irrespective of overall position of the working capital, mentioned herein above. The line of credit letter from bank to be submitted strictly as per format at F-9.
Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder.

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

The original document for ‘Line of Credit’ should be submitted along with other physical documents required as per tender conditions, or in response to commercial query, failing which bid shall be rejected.
- (ii) **Average Annual Turnover:** Preceding 3 financial years mentioned in aforesaid BEC refer to immediate 3 preceding financial years wherever the closing date of the bid is after 30th September of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September (or as amended by Government time to time) of the relevant financial year, and audited financial results of the immediate 3 preceding financial years are not available, the audited financial results of the 3 years immediately prior to that will be considered.

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

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

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

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

(b) **BEC (Financial Criteria):**

(i) **For Annual Turnover:**

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

(ii) **For Net-Worth & Working Capital:**

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

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

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

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

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

D. Only documents (Purchase Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids. After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate will be asked for and considered. However, no new reference/ PO/WO/LOA is to be submitted by bidder in response to TQ/CQ so as to qualify and such documents will not be considered by IGGL for evaluation of Bid.

Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation.

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

However, in case bidder is not able to furnish the completion / execution certificate from the End User/ Owner/ PMC in the name of subcontractor, then the bidder shall furnish Completion / Execution certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) to the main-contractor along with a copy of the approval by End User/ Owner/ PMC for engaging the bidder as a sub-contractor to the main-contractor.

In absence of such documents, IGGL / MECON reserve right to reject the bid without making any reference to the bidder or assigning any reason whatsoever.

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

Not Applicable.

F. DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC

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

BEC Clause no.	Description	Documents required for qualification
Documents Required-Technical Criteria		
A.1	Experience criteria	(a) Detailed work order along with Schedule of Rates with other relevant documents such as tender scope of work/ Job specification/ SOR/ Contract Agreement for the experience as per the definition of “Similar work”. (b) Completion certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) OR Execution certificate (issued by the end user/ owner/authorized consultant) in place of completion certificate for meeting the stipulated experience criteria provided that the asset for which the said execution certificate has been issued is ready for commercial use i.e. “Defined work (as per definition of similar work) as per PO/WO” has been completed. OR 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. However, in case bidder is not able to furnish the completion certificates from the End User/ Owner/ PMC in the name of subcontractor, then the bidder shall furnish Completion / Execution certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) to the main-contractor along with a copy of the

BEC Clause no.	Description	Documents required for qualification
		approval by End User/ Owner/ PMC for engaging the bidder as a sub-contractor to the main-contractor. Note: a) The completion certificates / execution certificate shall have details like work order no.; date, brief scope of work, completion date, PO/WO value, executed value etc. b) If the quantity and services not indicated in the PO/ Work Completion / execution certificate; then bidder must furnish the scope of work / approved BOM / tender document/ any relevant documents justify the Bidder's Experience Criteria (Technical) requirements along with certified site measurement by Owner/Owner's consultant. The completion certificate / execution certificate shall have details such as work order, scope of work, date of work order, work completion date, contract values, executed order value etc.)
Note (ii) to A.1	Job executed for Subsidiary / Fellow subsidiary /Holding company	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary /Holding company.
Note (iii) to A.1	Experience criteria in case of single bidder, having experience of a consortium member	(a) Same documents as mentioned in A.1 above. (b) Consortium Agreement / MOU clearly defining the scope and responsibility. Note: The completion certificates shall have details like work order no. / Date, brief scope of work, completion date etc.
B	Documents Required-Financial Criteria	
B	BEC (Financial)	A certificate for financial capability of the bidder from Practicing Chartered Accountant in prescribed format [Format F-10] as provided in the Tender Document.
B.1	Average Annual Turn-over	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of three (3) preceding Financial Year(s) along with un-price bid.
B.2	Net Worth	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of last Financial Year along with un-price bid.
B.3	Working Capital	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] alongwith Audit Report for the last audited Financial Year along with un-price bid. Note: If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth

BEC Clause no.	Description	Documents required for qualification
		not less than Rs.100 crores (or equivalent in USD), confirming the availability of line of credit for working capital amount, irrespective of overall position of the working capital, mentioned herein above. The line of credit letter from bank to be submitted strictly as per format at F-9. Declaration Letter/Certificate for line of credit due to shortfall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder. The bank shall be required to issue the letter for declaration/certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc. The original document for “Line of Credit” should be submitted along with other physical documents required as per terms and conditions of tender.

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

G. AUTHENTICATION OF DOCUMENTS TO BE SUBMITTED IN SUPPORT OF BEC:

(i) Financial Criteria of BEC:

Bidder shall submit “Details of financial capability of Bidder” in prescribed format (F-10) duly signed and stamped by a Chartered Accountant/CPA.

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

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

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

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

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

In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for

successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:

- (i) An Agreement (*as per format enclosed at Appendix- A1 to Section II*) between the bidder and the supporting company.
- (ii) Guarantee (*as per format enclosed at Appendix- A2 to Section II*) by the supporting company to IGGL for fulfilling the obligation under the Agreement along with certificate issued by Company Secretary as per *Appendix- A2A to Section II*.
- (iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (*as per format and instructions enclosed at Appendix- A3 to Section II*), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

In cases where foreign based supporting company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa.

In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

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

Note:

1.0 In case Supporting Company fails to submit Bank Guarantee as per (iii) above, invocation of action as per declaration/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 J as below shall be applicable to above supporting company also.

- (v) The Sub contractor / Back up agency / Supporting agency of the bidder is not put on 'Holiday' by IGGL or Public Sector Project Management Consultant (like EIL, MECON only due to "poor performance" or "corrupt and fraudulent practices") or banned/ blacklisted by Government department/ Public Sector on due date of submission of bid.

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

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

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

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

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

Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the

partnership;

- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

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

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

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

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

9. **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 to Section-II.

K. EVALUATION METHODOLOGY

- 1.1 The "Schedule of rates" quoted by eligible bidders shall be taken up for evaluation.
- 1.2 The total price quoted by the bidder inclusive of all taxes & duties and GST based on prices filled by the bidder in the 'Schedule of Rates' format shall be considered for evaluation and award on Lowest evaluated bid/L-1 basis.
- 1.3 The evaluation of all techno-commercially acceptable bids, to arrive at the lowest evaluated bid, shall be carried out by adding following:
 - (i) Total quoted price/ Final Amount, inclusive of all taxes & duties except GST.
 - (ii) GST applicable on Sl. No. (i) above.

Preferences: Purchase Preference for Make in India (MII) policy shall be applicable as per Government Guideline in vogue.

- 1.4 In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year.

In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LoA will be placed on the startup who is registered earlier with Department for Promotion of Industry and Internal Trade.

Note:

- a) In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST&SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST&SGST/UTGST or IGST) of price schedule.
- b) In case any unregistered bidder is submitting their bid, Bids will be evaluated as per quoted prices without loading of GST (CGST & SGST/UTGST or IGST), if not quoted.
- c) In case any cess on GST is applicable, same shall also be considered in evaluation.

L. RESTRICTING PARTICIPATION OF NCLT REFERRED BIDDERS

- i. Offer from the following type of bidders / members of consortium will not be considered:
 - a) Bidders who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).
 - b) Bidders whose resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage of evaluation of bid.
- ii. It will be responsibility of the bidder/contractor/vendor to inform IGGL/PMC 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/PMC.
- iv. IGGL/PMC reserve the right to cancel / terminate the contract without any liability on the part of IGGL/PMC immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.

A declaration in this regard shall be furnished by the bidder as per proforma enclosed as **Annexure-I to Section-II.**

Form-I-A to Section-II**UNDERTAKING ON LETTERHEAD**

To,
M/s Indradhanush Gas Grid Limited
7th Floor, NRL Centre, G S Road, Christian Basti, Guwahati, Assam – 781005

SUB: TENDER DOCUMENT FOR COMPOSITE WORKS (ELECTRICAL & INSTRUMENTATION, CIVIL) FOR NEGDCL PIPELINE CONNECTIVITY UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)

TENDER NO: 05/51/23VC/IGGL/001(NEGDCL)-R1 (Tender ID No. 2025_IGGL_242270_1)

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 to Section-II

UNDERTAKING ON LETTERHEAD
(Applicable in case of Transfer of Technology cases only)

To,
M/s Indradhanush Gas Grid Limited
7th Floor, NRL Centre, G S Road, Christian Basti, Guwahati, Assam – 781005

SUB: TENDER DOCUMENT FOR COMPOSITE WORKS (ELECTRICAL & INSTRUMENTATION, CIVIL) FOR NEGDCCL PIPELINE CONNECTIVITY UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)
TENDER NO: 05/51/23VC/IGGL/001(NEGDCCL)-R1 (Tender ID No. 2025_IGGL_242270_1)

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 to Section-II

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

To,
M/s Indradhanush Gas Grid Limited
7th Floor, NRL Centre, G S Road, Christian Basti, Guwahati, Assam – 781005

SUB: TENDER DOCUMENT FOR COMPOSITE WORKS (ELECTRICAL & INSTRUMENTATION, CIVIL) FOR NEGDCL PIPELINE CONNECTIVITY UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)

TENDER NO: 05/51/23VC/IGGL/001(NEGDCL)-R1 (Tender ID No. 2025_IGGL_242270_1)

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:

Schedule I

List of Category-I Sensitive sectors:

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

Schedule II

List of Category-II Sensitive sectors:

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

Schedule III

List of Sensitive Technologies:

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

Annexure-I to Section-II

DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY
CODE 2016

To,
M/s Indradhanush Gas Grid Limited
7th Floor, NRL Centre, G S Road, Christian Basti, Guwahati, Assam – 781005

SUB: TENDER DOCUMENT FOR COMPOSITE WORKS (ELECTRICAL & INSTRUMENTATION, CIVIL) FOR NEGDCCL PIPELINE CONNECTIVITY UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)

TENDER NO: 05/51/23VC/IGGL/001(NEGDCCL)-R1 (Tender ID No. 2025_IGGL_242270_1)

Dear Sir,

I/ We hereby declare that I/We, M/s _____, declare that:

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

OR

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

(a) _____

(b) _____

(c) _____

(Attach details in separate sheet)

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

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

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

Place:
Date:

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

Appendix-A1 to Section II

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

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

Whereas

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

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

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

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

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

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

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

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

Witness:
1)
2)

Witness:
1)
2)

Appendix-A2 to Section II

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR **(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, NRL Centre , G.S. Road, Christian Basti ,Guwahati , Assam – 781005, and having Purchase center at hereinafter called “IGGL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

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

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

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

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

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

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

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

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.

3. 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

Appendix-A2A to Section II

**CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR
COMPANY**

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

The above certificate should be enclosed alongwith the Guarantee.

- any/all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by IGGL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by IGGL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.
3. The Bank also agrees that IGGL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that IGGL may have in relation to the 'SUPPORTING COMPANY's liabilities.
 4. The Bank further agrees that IGGL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said SUPPLIER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in IGGL against the said SUPPLIER/ and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said SUPPLIER or for any forbearance, act or omission on the part of IGGL or any indulgence by IGGL to the said SUPPLIER(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
 5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of IGGL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till IGGL discharges this guarantee in writing, whichever is earlier.
 6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of IGGL or that of the 'SUPPORTING COMPANY'.
 7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
 8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
 9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.
 10. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.
 11. Notwithstanding anything contained herein:
 - a) The Bank's liability under this Guarantee shall not exceed (currency in figures) (currency in words only)
 - b) This Guarantee shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
 - c) The Bank shall be released and discharged from all liability under this Guarantee unless

a written claim or demand is issued to the Bank on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of IGGL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

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 Assam, India .
2. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser as per format appended below.
3. The Bank Guarantee shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.
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	LOA / PO NO.	:				
5	NATURE OF BANK GUARANTEE	:				
	(Please Tick (✓) Whichever is Applicable		PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
6	BG ISSUED BANK DETAILS	(A)	EMAIL ID	:		
		(B)	ADDRESS	:		
		(C)	PHONE NO	:		

SECTION-III

INSTRUCTION TO

BIDDERS

(TO BE READ IN CONJUNCTION WITH

BIDDING DATA SHEET (BDS)

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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 Invitation For Bid (the “**Tender Document /Bid 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 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 Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by 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’ by IGGL or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. 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 about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.
- 2.3 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 their status on above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 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 (POA) to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).
- (I) In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:
- a) **In case of Proprietorship:** by Proprietor
 - b) **In case of Partnership:** by all Partners or Managing Partner
 - c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP
 - d) **In case of Public / Limited Company:** PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.
- (II) In case of a Consortium, Power of Attorney shall be issued both by Leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium.

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 "CONSORTIUM" Not Applicable

- 3.1 Bids from consortium of two or more members (maximum three including leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Bidding Documents. Participating Consortium shall submit the Agreement as per the format F-11 clearly defining the scope and responsibility of each member. Members of consortium shall assume responsibility jointly & severally. The EMD shall be submitted by the Bidder (Consortium).
- 3.2 The Consortium Agreement must clearly define the leader/ lead partner, who shall be responsible for timely completion of work/ services and shall receive/ send instructions for and on behalf of the consortium during the period the bid is under evaluation as well as during the execution of contract.
- 3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). Such authorization must be accompanied with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.
- 3.4 A consortium once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the Consortium or their respective roles/ scope of work, except if and when required in writing by owner. If during the evaluation

of bids, a consortium proposes any alteration/ changes in the orientation of consortium or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a consortium shall be liable for rejection.

- 3.5 Any member of the consortium/ shall not be eligible either in an individual capacity or be a part of any other consortium to participate in this tender. Further, no member of the consortium/ JV shall be on 'Holiday' by IGGL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such consortium shall not be considered for opening/ evaluation/Award.

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 in Format F-5..

Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

- 4.3 Alternative Bids shall not be considered.

- 4.4 The provisions mentioned at sl. no. 4.1 and 4.2 shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups/ SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups/ SOR items basis.

5 COST OF BIDDING

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

6 SITE VISIT

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

[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 and Clarification(s)' issued in accordance with "ITB: Clause-8 &9":
- Section-I : Invitation for Bid [IFB]*
 - Section-II : BID EVALUATION CRITERIA [BEC] & Evaluation methodology
 - Section-III : Instructions to Bidders [ITB], Annexure, Forms & Format**
 - Section-IV : General Conditions of Contract [GCC]***
 - Section-V : Special Conditions of Contract [SCC]
 - Section-VI : Schedule of Rates

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

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

For participation in e-tender, instructions are mentioned at Annexure-III 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 TENDER DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify IGGL in writing by 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 scheduled. IGGL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. IGGL may respond in writing to the request for clarification. IGGL's response including an explanation of the query, but without identifying the source of the query will be uploaded on e-tender portal/ 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', Employer 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 corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB /communicated to prospective bidders by e-mail. Bidders have to take into account all such 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 LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

11.1 IN CASE OF MANUAL TENDERING

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

- 11.1.1 **ENVELOPE-I: "TECHNO-COMMERCIAL / UN-PRICED BID"** shall contain the following:
- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
 - (b) 'Bidder's General Information', as per 'Form F-1'.
 - (c) Copies of documents, as specified in tender document

- (d) Copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item as a confirmation that the prices are quoted in requisite format.
- (e) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (f) 'Agreed Terms and Conditions', as per 'Form F-5'
- (g) 'Acknowledgement Cum Consent Letter', as per 'Form F-6'
- (h) Duly attested documents in accordance with the "Bid Evaluation Criteria[BEC]" establishing the qualification.
- (i) Copy of Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (j) EMD in original (in case of manual tendering) / copy of EMD (in case of e-Tender), as per Clause 16 of ITB. Declaration for Bid Security as per provision of ITB.
- (k) Void
- (l) Undertaking as per *Form-2 to Annexure-V to Section-III* and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per *Form-3 to Annexure-V to Section-III (Applicable for all bidders irrespective of seeking purchase preference or not)*.
- (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 'Form F-14'
- (p) 'Indemnity Bond' as per 'Form F-15'
- (q) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-Tender) by the Authorized Signatory holding POA.
- (r) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
- (s) Any other information/details required as per Bidding Document

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

11.1.2 ENVELOPE-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. IGGL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the

bidder.

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

11.1.3 In case of bids invited under Single Bid System (clause no. 2.0(C) of IFB refers), all the documents as specified at Clause 11.1.1 & 11.1.2 of ITB can be submitted in single envelope /folder, as per instructions of Tender Document.

11.2 IN CASE OF E-TENDERING:

Bidders are requested to refer instructions for participating in e-Tendering (Annexure-I to Section III), Bidders manual kit and FAQs available in e-portal and bids submitted manually shall be rejected. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney. The Bid must be submitted on e-tender portal (<https://etenders.gov.in/eprocure/app>) as follows:

- 11.2.1 **PART-I: “TECHNO-COMMERCIAL/UN-PRICED BID”** comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Security/Declaration for Bid Security, copy of Power of Attorney, copy of integrity pact and copy of line of credit (if applicable) should be uploaded in the technical bid in e-tender portal.

Further, Bidders must submit the original " EMD, Power of Attorney, Integrity Pact (wherever applicable), Line of Credit (if applicable) and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.

Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

11.2.2 PART-II: PRICE BID

The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 hereinabove and to upload in Financial bid in the e-tender portal.

- 11.3 In case of bids invited under *single bid system*, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the BID. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.

12 BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST & SGST/UTGST or IGST)**.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall 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.
- Bidder shall indicate applicable rate of GST (CGST & SGST/ UTGST or IGST) in SOR.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account unless any price escalation/variation is allowed elsewhere in the Tender Document.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

13 GST (CGST & SGST/ UTGST or IGST)

- 13.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the 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 Contractor only. Contractor 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 Contractor with requisite details.
- Payments to Contractor 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 Contractor 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 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 Contractor 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 Contractor'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 Contractor 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 Contractor at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.

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

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

However, in case any unregistered bidder is submitting their bid, Bids will be evaluated as per quoted prices without loading of **GST (CGST & SGST/UTGST or IGST)**, if not quoted. 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 Contractor / Supplier.

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

- 13.11 In case the GST rating of contractor 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, then IGGL shall not be obligated or liable to pay or reimburse GST to such and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by IGGL.

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

- 13.13 GST, as quoted by the bidder in Schedule of Rates, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters “zero/blank” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the “Zero” or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

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

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

Based on the Total Cash Outflow calculated as above, IGGL shall place orders.

- 13.14 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the Contractors, as per the provisions of the GST law / Rules, Contractors 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).

13.15 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-17 along with documents for release of payment.

- 13.16 **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.

- 13.17 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 / Bid Security.

A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 **EARNEST MONEY DEPOSIT**

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

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

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

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

Name of Bank: Axis Bank

Branch: Guwahati

Branch Address: Chhibber House, Ground Floor, G.S Road, Guwahati -781005

IFSC: UTIB0000140

SWIFT Code: AXISINBB140

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

Field Number	Particulars
7037	IGGL938956645

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

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

- 16.2 The bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of IGGL's Bank Account are mentioned under BDS. 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 bid is likely to be considered as bid not accompanied with EMD. Further, in case of the online transaction, submission of EMD in original is not applicable.
- 16.3 IGGL shall not be liable to pay any documentation charges, Bank charges, commission interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. Purchaser will verify the BG from issuing bank.
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by IGGL as non-responsive.
- 16.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
 - (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt of the "Notification of Award" / Fax of

- Acceptance[FOA]”,
- (ii) to furnish “Contract Performance Security / Security Deposit”, in accordance with “ITB: Clause-38”
 - (iii) to accept ‘arithmetical corrections’ as per provision of the clause 30 of ITB.
- 16.8 In case EMD is in the form of ‘Bank Guarantee’, the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.9 **MSE bidders need to submit EMD/Bid Security as per relevant clauses of tender (cl. 16 of ITB, etc), failing which bid shall be treated as ‘Bid not accompanied with EMD’ and shall be rejected.** Further, Startups are also exempted from the payment of EMD.
- 16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by IGGL. The forfeiture amount will be subject to final decision of IGGL based on other terms and conditions of order/ contract.”
- 16.11 EMD/Bid Bond will not be accepted in case the same has reference of ‘remitter’/’financer’ other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

16A **DECLARATION FOR BID SECURITY**

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

17 **PRE-BID MEETING (IF APPLICABLE)**

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on 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 e-tender portal against the Tenders specified in "ITB: Clause-8. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 **FORMAT AND SIGNING OF BID**

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

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

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

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

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Security/Bid Security declaration, as applicable
- (c) Specifications & Scope of Work
- (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

Indradhanush Gas Grid Limited has initiated payments to Contractors electronically, and to facilitate the payments electronically through 'e-banking'.

ID1 – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

- 21.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB.
- 21.2 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 21.3 All the bids shall be addressed to the owner at address specified in IFB.
- 21.4 Bids submitted under the name of AGENT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BIDS

- 22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 22.2 In case of manual tendering EMD along with bid must be submitted within the due date & time, as specified in Clause no. 2.0 (I) of IFB and place mentioned in BDS.
- 22.3 IGGL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (8.0 and/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 e-tender portal/ communicated to the bidders.

23 LATE BIDS

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 In case of e-tendering, e-tendering system of GePNIC shall close immediately after the due date for submission of bid and no bids can be submitted thereafter
- 23.3 EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.
- 23.4 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 IN CASE OF E- TENDERING

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

24.1.2 IN CASE OF MANUAL BIDDING

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

- 24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11, 21 & 22 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of withdrawal of bid, the Envelope containing withdrawal letter duly superscribing the envelope as "WITHDRAWAL" and "Tender Document number :...."/ communication regarding withdrawal of bid with "Tender Document number :...."/ must reach concerned dealing official of IGGL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.
- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB invocation of action as per Bid Security declaration and rejection of Bid.
- 24.4 The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

[E] – BID OPENING AND EVALUATION

25 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(s) or any obligations to inform the affected Bidder(s) of the ground for IGGL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which IGGL shall respond quickly.
- 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 upto 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

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- subsequently re-tender the same requirements;
- g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
 - h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

26 BID OPENING

26.1 *Unpriced Bid Opening :*

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

26.2 *Priced Bid Opening:*

26.2.1 IGGL will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Techno-commercial bid evaluation status will be are to be informed to all bidders (including informing the techno-commercially not qualified Bidders). Price bids are to be opened in the presence of only techno-commercially acceptable bidders, who are willing to attend the bid opening, at a pre-publicised date, time and place or on the portal in case of e-procurement. The bidder's name, bid price, discount (if any) and any such details considered appropriate shall be read out during the price bid opening. Offers should not, repeat not, be circulated amongst the bidder's representative. Bidders selected for opening of their price bid shall be informed about the date & time of price bid opening. Bidders may depute their authorized representative to witness the price bid opening. The Bidders' representatives, who are present shall sign a Price Bid Opening Register evidencing their attendance and may be required to be present even on a short notice.

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened in both manual tendering and e-tendering.

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

27 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other person not officially concerned with such a 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 IGGL in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid and action shall be initiated as per the IGGL's procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

29 Examination of Bids And Determination Of Responsiveness

- 29.1 The employer'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 for evaluation of bid.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive {both during Techno-commercial evaluation and Financial Evaluation incase 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 there quired 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).

30 CORRECTION OF ERRORS

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

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (i.e. by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the bidder shall be taken as correct and not the amount. The amount shall be re-calculated/ corrected accordingly.
- (iii) In case a Price Schedule/ Schedule of Rate is having provisions of sub-total and grand total and there is a difference between "sum of sub totals" and "grand total", "sum of sub totals" shall be taken as correct.
- (iv) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
- (v) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

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

30.3 The above provision of Correction of Error shall not be applicable for E-tendering.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents on lowest bid.

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

33 COMPENSATION FOR EXTENDED STAY

- 33.1 In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.
- 33.2 The bidder is required to specify the rate for ESC on per month basis in the “PRICE PART” of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done of a period of 1/5th of the time schedule or 1 month whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

34 PURCHASE PREFERENCE

Purchase Preference as per Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 shall be allowed as per Government instructions in vogue, as applicable from time to time.

The Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 is enclosed as Annexure V to ITB herewith.

[F] – AWARD OF CONTRACT

35 AWARD

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

“IGGL intent to place the contract directly on the address from where Goods are produced/dispatched or Services are rendered. In case, bidder wants 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”.

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

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

- 36.1 Prior to the expiry of ‘Period of Bid Validity’, Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by IGGL either by E-mail /Letter or like means defined as the “Fax of Acceptance (FOA)”. The Contract shall enter into force on the date of FOA and the same shall be binding on IGGL and successful Bidder (i.e. Contractor). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. IGGL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.
- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract Agreement as per "ITB: Clause-37".

- 36.3 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", IGGL will promptly discharge his 'Earnest Money Deposit / Bid Security', pursuant to "ITB: Clause-16"
- 36.4 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- 36.5 IGGL will award the Contract to the successful Bidder, who, within 03 days' of receipt of the same, shall sign and return the acknowledged copy to IGGL.

37 SIGNING OF AGREEMENT

- 37.1 The successful Bidder/Contractor shall be required to execute an 'Agreement' (in case the individual contract value as specified in Notification of Award is more than INR 10 Lakhs exclusive of GST) 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/Contractor] 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/Contractor 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/Security Deposit / Action as per Bid Security declaration.
- 37.3 Bidders can request Bilingual (Hindi & English) Contract Agreement. The format for signing Contract Agreement in English is attached with this Bidding Document.

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

- 38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from IGGL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Insurance Surety Bond or Fixed Deposit Receipt or Bank Guarantee (**including e-Bank Guarantee**) or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).
- 38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of GST (CGST & SGST/UTGST or IGST).

SD / CPBG @ 10% of Total Order / Contract value within 30 days of FOA / notification of award.

OR

Initial security deposit (ISD) @ 5% of Total Contract value within 30 days of FOA / notification of award and deduction @ 10% of the RA bill subsequently from the RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Total Contract value.

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

- 38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for consideration of the annulment of the award and forfeiture of the EMD / action as per declaration for Bid Security.
- 38.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.
- 38.5 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to IGGL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by IGGL.
- 38.6 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of IGGL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.
- While remitting such online transaction, the bidder must indicate **"Security Deposit/ Contract Performance Security against FOA/DLOA no. _____(contractor to specify the FOA/DLOA No.)"** under remarks column of such transaction of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.
- 38.7 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by IGGL. The forfeiture amount will be subject to final decision of IGGL based on other terms and conditions of order/ contract.
- 38.8 The Contractor will also submit covering letter along with CPS as per format at F-4.
- 38.9 CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the Contractor.
- 38.10 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).
- 38.11 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.
- 38.12 ***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 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.***

38.13 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

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

39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.

39.2 The Fraud Prevision Policy document is available on IGGL’s website (<https://iggl.co.in>).

39.3 Name and contact details of nodal officer- Refer BDS for details

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

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Contractors / 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” (Annexure-I to Section-III), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Indradhanush Gas Grid Limited, to such Contractors/Bidders.

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

40 Public Procurement Policy For Micro And Small Enterprises

The Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 is not applicable for tender for procurement of Works.

MSE bidders need to submit EMD/Bid Security as per relevant clauses of tender (cl. 16 of ITB, etc), failing which bid shall be treated as ‘Bid not accompanied with EMD’ and shall be rejected. Exemption of EMD and benefits of purchase preference is not applicable to participating MSE’s being a works tender.

41 AHR ITEMS

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

- I) Rates as per SOR, quoted by the Contractor.
- II) Rate of the item, which shall be derived as follows:
 - a. Based on rates of Machine and labour as available from the contract (which includes contractor’s supervision, profit, overheads and other expenses).
 - b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor’s supervision profit, overhead & other expenses.

42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

43 INCOME TAX & CORPORATE TAX

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

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

43.3 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%

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction or as amended from time to time.

Accordingly, contractor 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 contractor do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of contractor shall be processed only after fulfilment of above requirement

44 DISPUTE RESOLUTION MECHANISM

44.1 QUARTERLY CLOSURE OF THE CONTRACT

During execution of orders, various issues may arise. In order to timely detect and to address the contractual issue(s) during the execution of contracts, IGGL has introduced a mechanism of Quarterly Closure of the contract, under which all the related issues /disputes will be monitored and addressed on quarterly basis for resolution. Vendor (hereinafter referred 'Vendor') should first refer any issues/disputes to Engineer-in-Charge(EIC) for LOA/contracts/ Dealing C&P Executive for Purchase Orders and co-operate them for smooth execution of the contract and to timely address the issues, if any. For applicability of 'Quarterly Closure', please refer BDS.

44.2 CONCILIATION AND ARBITRATION

1.0 CONCILIATION

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

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

2.0 ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through Conciliation, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

2.1 On invocation of the Arbitration clause by either party, IGGL shall suggest

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

OR

- 2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e. ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- 2.3 The cost of arbitration proceedings shall be shared equally by the parties.
- 2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be Guwahati, Assam, India only.
- 2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Guwahati, Assam, India.
- 2.6 **List of Excepted matters:**
- a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 10 crores.
 - b) Dispute(s)/issue(s) relating to indulgence of Supplier/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
 - c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/IGGL has been made final and binding in terms of the Contract.
- 2.7 Disputes involving claims below Rs 25 Lakhs and above Rs. 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.

45. DISPUTES BETWEEN CPSE'S / GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS

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

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

The above provisions mentioned at clause no. 44.2 to 44.3 & 45 supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document

46.0 INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)

INAM-Pro (Platform for infrastructure and materials providers) is a web based platform for infrastructure providers and materials suppliers and was developed by Ministry of Road Transport and Highways (MoRT&H) with a view to reduce project execution delays on account of supply shortages and inspire greater confidence in contractors to procure cement to start with directly from the manufacturers. Presently, numerous cement companies are registered in the portal and offering cement for sale on the portal with a commitment period of 3 years. These companies have bound themselves by ceiling rates for the entire commitment period, wherein they are allowed to reduce or increase their cement rates any number of times within the ceiling rate, but are not permitted to exceed the said ceiling rate.

MoRT&H is expanding the reach of this web-portal by increasing both the product width as well as the product depth. They are working on incorporating 60 plus product categories. The product range will span from large machineries like Earth Movers and Concrete Mixers, to even the smallest items like road studs. MoRT&H intend to turn it into a portal which services every infrastructure development related need of a modern contractor.

IGGL's contractors may use this innovative platform, wherever applicable. The usage of web – Portal is a completely voluntary exercise. The platform, however, can serve as a benchmark for comparison of offered prices and products.

47. **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS**

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

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

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

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

Not Applicable

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

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

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

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

51. **UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS**

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

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

52. **DOCUMENTS FOR PAYMENT:**

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

However, for release of payment, Contractor 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 is in process of implementing Vendor Invoice Management (VIM). After implementation of same (to be communicated separately), Contractor/ Vendor to forward the invoice on VIM Collection Center or upload digital invoice on Portal (details of same will be provided separately). The copy of invoice and all other document mentioned above or in order/ contract is to be forwarded to address provided in order/contract.

53. PRICE REDUCTION SCHEDULE

Price Reduction will be applicable @ $\frac{1}{2}$ % of the total executed value per week of delay or part thereof in supply/completion of work subject to a maximum (ceiling) of 5% of total executed value for orders of materials, works, and service contracts.

54. SUB-LETTING OF WORKS

The following is added to the Clause no. 37 of General Conditions of Contract (GCC)- Works:

- (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.
- (iii) However, If specified in SCC Sub-contracting for Specialized Items of Work is allowed upto certain percentage of work.

However, subletting of WHOLE WORKS is prohibited. An undertaking to this effect will be given by Vendor / Contractor along with each invoice / bill.

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:
- a) Whether the management is common;
 - b) Majority interest in the management is held by the partners or directors of banned/ suspended agency;
 - c) Substantial or majority shares are owned by the banned/ suspended agency and by virtue of this it has a controlling voice.
 - d) Directly or indirectly controls, or is controlled by or is under common control with another bidder.
 - e) 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 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:

S. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday in IGGL/PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	06 Months
2	Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices	01 year
2.1	If an agency again commits Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity	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 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

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- 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.

**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 OneYear**
 - (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. 32 (C) of GCC-Works)

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

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

(C) Where Performance rating is “FAIR”:

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

5.2 FOR CONSULTANCY JOBS

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

5.3 FOR OPERATION & MAINTENANCE

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

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

- 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. 32 (C) of GCC-Works)
 - (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 subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.
 - (b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.
 - (c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of 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.
- 7.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. 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.

Indradhanush Gas Grid Limited
PERFORMANCE RATING DATA SHEET
(FOR PROJECTS/ CONSULTANCY JOBS)

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

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

Note:

Remarks (if any)

PERFORMANCE RATING ()**

Note :

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE

40 Marks

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

” 8 weeks	30
” 10 weeks	25
” 16 weeks	20
” 20 weeks	15
” 24 weeks	10
More than 24 weeks	0

1.2 QUALITY PERFORMANCE 40 Marks

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

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

1.3 RELIABILITY PERFORMANCE 20 Marks

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

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

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

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

Remarks (if any)

PERFORMANCE RATING ()**

Note :

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE

40 Marks

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

” 20 weeks	15
” 24 weeks	10
More than 24 weeks	0

1.2 QUALITY PERFORMANCE 40 Marks

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

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

1.3 RELIABILITY PERFORMANCE 20 Marks

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

Annexure-III 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>

ANNEXURE-IV to Section-III

BIDDING DATA SHEET (BDS)

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

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.1	The Employer/Owner is: Indradhanush Gas Grid Limited				
2.1	The name of the Works/Services to be performed is: TENDER DOCUMENT FOR COMPOSITE WORKS (ELECTRICAL & INSTRUMENTATION, CIVIL) FOR NEGDCCL PIPELINE CONNECTIVITY UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"> <tr> <td>APPLICABLE</td> <td align="center">☒</td> </tr> <tr> <td>NOT APPLICABLE</td> <td align="center">☐</td> </tr> </table>	APPLICABLE	☒	NOT APPLICABLE	☐
APPLICABLE	☒				
NOT APPLICABLE	☐				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For clarification purposes only, the communication address is: Attention: Vikesh Punj, Sr. GM I/c (Contracts) Street Address: <u>MECON LIMITED</u> Floor/Room number: <u>15th Floor, Scope Minor, District Centre , Laxmi Nagar</u> City: <u>Delhi</u> ZIP Code: <u>110092</u> Country: <u>India</u> Tel no.: <u>011-22401224/ 22401143</u> Email : <u>cont-delhi@mecon.co.in</u>				
C. PREPARATION OF BIDS					
ITB clause	Description				
11.1.1 (u)	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid) : SCC/Scope of Work refers <u>NIL</u>				
12	Additional Provision for Schedule of Rate/ Bid Price are as under: <u>NIL</u>				

12 & 13	Whether IGGL will be able to avail input tax credit in the instant tender <table border="1"> <tr> <td>YES</td><td>☒</td></tr> <tr> <td>NO</td><td>☐</td></tr> </table> Details of Buyer: <table border="1"> <tr> <td>Services to be rendered at</td><td>Indradhanush Gas Grid Limited, Complete Address - Shall be intimated at the time of award.</td></tr> <tr> <td>PAN No.</td><td>AAECI9589F</td></tr> <tr> <td>GST no.</td><td> 18AAECI9589F1ZZ (Assam) 16AAECI9589F1Z3 (Tripura) 17AAECI9589F1Z1 (Meghalaya) 15AAECI9589F1Z5 (Mizoram) 14AAECI9589F1Z7 (Manipur) 13AAECI9589F1Z9 (Nagaland) 12AAECI9589F1ZB (Arunachal Pradesh) 19AAECI9589F1ZX (West Bengal) 11AAECI9589F1ZD (Sikkim) </td></tr> <tr> <td>IGGL Bank details</td><td> Account Holder's Name: INDRADHANUSH GAS GRID LIMITED (IGGL) Bank Name: State Bank of India Account No.: CURRENT A/C NO. 37967639273 IFSC Code: SBIN0003030 BRANCH: DISPUR </td></tr> </table>	YES	☒	NO	☐	Services to be rendered at	Indradhanush Gas Grid Limited, Complete Address - Shall be intimated at the time of award.	PAN No.	AAECI9589F	GST no.	18AAECI9589F1ZZ (Assam) 16AAECI9589F1Z3 (Tripura) 17AAECI9589F1Z1 (Meghalaya) 15AAECI9589F1Z5 (Mizoram) 14AAECI9589F1Z7 (Manipur) 13AAECI9589F1Z9 (Nagaland) 12AAECI9589F1ZB (Arunachal Pradesh) 19AAECI9589F1ZX (West Bengal) 11AAECI9589F1ZD (Sikkim)	IGGL Bank details	Account Holder's Name: INDRADHANUSH GAS GRID LIMITED (IGGL) Bank Name: State Bank of India Account No.: CURRENT A/C NO. 37967639273 IFSC Code: SBIN0003030 BRANCH: DISPUR
YES	☒												
NO	☐												
Services to be rendered at	Indradhanush Gas Grid Limited, Complete Address - Shall be intimated at the time of award.												
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IGGL Bank details	Account Holder's Name: INDRADHANUSH GAS GRID LIMITED (IGGL) Bank Name: State Bank of India Account No.: CURRENT A/C NO. 37967639273 IFSC Code: SBIN0003030 BRANCH: DISPUR												
14	The currency of the Bid shall be INR												
15	The bid validity period shall be 03 (Three) Months from final 'Bid Due Date'.												
16.1, 16.10 and 38.6	In case 'Earnest Money / Bid Security' or "Contract Performance Security" is in the form of 'Demand Draft' or 'Banker's Cheque' or 'Insurance Surety Bond' / 'Fixed Deposit Receipt', the same should be favor of Indradhanush Gas Grid Limited, payable at Guwahati, Assam In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS / SWIFT, etc, the details of IGGL's Bank account are as under: Account Holder's Name: INDRADHANUSH GAS GRID LIMITED (IGGL) Account Number: CURRENT A/C NO. 37967639273 IFSC Code: SBIN0003030 BRANCH: DISPUR Bank Name: State Bank of India 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.												

D. SUBMISSION AND OPENING OF BIDS

ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.
22	The E-Tender No. of this bidding process is: 2025 IGGL 242270 1
22.3, 26 and 4.0 of IFB	For bid submission purposes only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, and Bid Opening Purpose the Owner's address is : Attention: Vikesh Punj, Sr.GM I/c (Contracts) Street Address: MECON LIMITED Floor/Room number: 15th Floor, Scope Minor, District Centre , Laxmi Nagar City: Delhi ZIP Code: 110092 Country: India

E. EVALUATION, AND COMPARISON OF BIDS

ITB clause	Description				
32	Evaluation Methodology is mentioned in Section-II.				
33	Compensation for Extended Stay: <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">APPLICABLE</td><td style="text-align: center;">☒</td></tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td><td style="text-align: center;">☒</td></tr> </table>	APPLICABLE	☒	NOT APPLICABLE	☒
APPLICABLE	☒				
NOT APPLICABLE	☒				
34	The following Purchase Preference Policy will be applicable as per provisions mentioned in tender: i) Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017				

F. AWARD OF CONTRACT

ITB clause	Description				
37	State of India of which stamp paper is required for Contract Agreement: Assam Guwahati				
38	Contract Performance Security/ Security Deposit <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">APPLICABLE</td><td style="text-align: center;">☒</td></tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td><td style="text-align: center;">☒</td></tr> </table> The value/ amount of Contract Performance Security/ Security Deposit: Procurement of Works (including LSTK/ EPC Contracts) except Rate Contracts:	APPLICABLE	☒	NOT APPLICABLE	☒
APPLICABLE	☒				
NOT APPLICABLE	☒				

	SD / CPBG @ 10% of Total Order / Contract value within 30 days of FOA / notification of award. OR Initial security deposit (ISD) @ 5% of Total Contract value within 30 days of FOA / notification of award and deduction @ 10% of the RA bill subsequently from the RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Total Contract value. Order value as mentioned above will be exclusive of GST.				
39.2	Name and contact details of nodal officer are as under: Shri. Kulajit Talukdar Email: kulajit.talukdar@iggl.co.in				
Annexure-V to Section-III (PP-LC Policy)	Whether tendered item is non-split able or not-divisible : <table border="1"> <tr> <td>YES</td><td>☒</td></tr> <tr> <td>NO</td><td>☒</td></tr> </table>	YES	☒	NO	☒
YES	☒				
NO	☒				
41	Provision of AHR Item : <table border="1"> <tr> <td>APPLICABLE</td><td>☒</td></tr> <tr> <td>NOT APPLICABLE</td><td>☒</td></tr> </table>	APPLICABLE	☒	NOT APPLICABLE	☒
APPLICABLE	☒				
NOT APPLICABLE	☒				
44.1	Quarterly Closure of Contract <table border="1"> <tr> <td>APPLICABLE</td><td>☒</td></tr> <tr> <td>NOT APPLICABLE</td><td>☒</td></tr> </table>	APPLICABLE	☒	NOT APPLICABLE	☒
APPLICABLE	☒				
NOT APPLICABLE	☒				
Clause no. 27.3 of GCC	Bonus for Early Completion: <table border="1"> <tr> <td>APPLICABLE</td><td>☒</td></tr> <tr> <td>NOT APPLICABLE</td><td>☒</td></tr> </table>	APPLICABLE	☒	NOT APPLICABLE	☒
APPLICABLE	☒				
NOT APPLICABLE	☒				

49	Applicability of provisions relating to Startups: <table border="1" data-bbox="529 281 1149 491"> <tr> <td data-bbox="529 281 844 384">APPLICABLE</td><td data-bbox="844 281 1149 384">x</td></tr> <tr> <td data-bbox="529 384 844 491">NOT APPLICABLE</td><td data-bbox="844 384 1149 491">√</td></tr> </table>	APPLICABLE	x	NOT APPLICABLE	√
APPLICABLE	x				
NOT APPLICABLE	√				
SCC	Documents required for accepting the Works: Refer cl.no. 24 of SCC.				

ANNEXURE-V 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.

3.0 **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
- (vi) **Procuring Entity** means Indradhanush Gas Grid Limited (IGGL)
- (vi) **Works** means all the works as per Rule 130 of GFR-2017 also include 'turnkey works'

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 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works which are covered by para 5 (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
 - iv. "Class-II local supplier" will not get purchase preference in any procurement.
- d) **Applicability in tenders where contract is to be awarded to multiple bidders** - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise which are covered by para 5 (b), the 'Class-I local supplier' shall get purchase preference over 'Class II- local supplier' as well as 'Non-local supplier', as per following procedure:

- i) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- ii) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

7.0 CONCURRENT APPLICATION OF PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES ORDER, 2012 AND PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER, 2017 (IF BOTH THE POLICIES ARE APPLICABLE):

The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorized in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non Class-I local supplier"

The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:

- a) Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition: For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:
 - (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.
- b) Items reserved exclusively for procurement from MSEs as per PPP-MSE Order: These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:
 - (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.
- c) If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:
 - c(a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
 - (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
 - (iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
 - (iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the

tendered quantity minus quantity allotted to MSEs above" as per PPP-MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. (Refer Illustrative example).

(b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier"- Contract is awarded to L-1.
- (ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.
- (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "non-MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:
 - A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" – Contract is awarded to L1.
 - B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept - contract to be awarded to L-1.
- d) Items reserved for both MSEs and Class- I local suppliers: These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.
- e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

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) :

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-I local supplier") Item -

Desktop computer Qty- 50 Nos.

Details of bids received

Sr. No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder
1	A	100	L1	"Non-MSE non- Class-I local supplier"
2	B	110	L2	"Non-MSE but Class-I local supplier"
3	C	112	L3	"MSE but non- Class-I local supplier"
4	D	115	L4	"Non-MSE but Class-I local supplier"
5	E	118	L5	"MSE but non- Class-I local supplier"
6	F	120	L6	"MSE Class-I local supplier"

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (Rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.
2. For 50% of balance quantity of 37 number (tendered quantity of 50- 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.
3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.

9.0 **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 to Annexure II to Section-III) that the item offered meets the minimum local content for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be and shall

give details of the location(s) at which the local value addition is made.

- b. In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form-2 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per proforma at Form -3 to Annexure II to Section-III.
- 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.

10.0 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.

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

VOID

**SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/ CLASS-II
LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/
DOMESTIC VALUE ADDITION
(APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)**

To,

M/s Indradhanush Gas Grid Limited
7th Floor , NRL Centre , G S Road, Christian Basti , Guwahati , Assam – 781005

**SUB: TENDER DOCUMENT FOR COMPOSITE WORKS (ELECTRICAL &
INSTRUMENTATION, CIVIL) FOR NEGDCCL PIPELINE CONNECTIVITY UNDER
NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID
LIMITED (IGGL)**

TENDER NO: 05/51/23VC/IGGL/001(NEGDCCL)-R1 (Tender ID No. 2025_IGGL_242270_1)

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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED
ACCOUNTANT OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL
CONTENT/ DOMESTIC VALUE ADDITION
(APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)**

To,

M/s Indradhanush Gas Grid Limited
7th Floor , NRL Centre , G S Road, Christian Basti , Guwahati , Assam – 781005

SUB: TENDER DOCUMENT FOR COMPOSITE WORKS (ELECTRICAL & INSTRUMENTATION, CIVIL) FOR NEGDCL PIPELINE CONNECTIVITY UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)

TENDER NO: 05/51/23VC/IGGL/001(NEGDCL)-R1 (Tender ID No. 2025_IGGL_242270_1)

Dear Sir

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

Class-I Local supplier []

Class-II Local Supplier []

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

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

Name of Audit Firm:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership no.

Note:

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

FORMS & FORMAT

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY "
F-2A	PROFORMA OF DECLARATION FOR BID SECURITY
F-2B	PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY "
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-4A	PROFORMA OF " INSURANCE SURETY BOND " FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8	CHECK LIST
F-8B	CHECK LIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	FORMAT FOR CONSORTIUM/JV AGREEMENT
F-12	BIDDER'S QUERIES FOR PRE BID MEETING
F-13	E-BANKING FORMAT
F-14	INTEGRITY PACT
F-15	INDEMNITY BOND
F-16	FREQUENTLY ASKED QUESTIONS (FAQs)
F-17	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-18	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT
F-19	PROFORMA FOR POWER OF ATTORNEY
F-20	CERTIFICATE BY CHARTERED ACCOUNTANT FOR OWNED EQUIPMENT

Form No.	Description
F-21	CERTIFICATE BY CHARTERED ENGINEER FOR OWNED EQUIPMENT
F-22	SAMPLE FORMAT OF COMPLETION CERTIFICATE
F-23	PROFORMA OF BANK GUARANTEE FOR MOBILISATION ADVANCE
F-24	UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE SECURITY/ SD WITHIN STIPULATED TIME LINE
F-25	RA BILL CHECK LIST

F-1
BIDDER'S GENERAL INFORMATION

To,

M/s Indradhanush Gas Grid Limited

7th Floor, NRL Centre, G S Road, Christian Basti, Guwahati, Assam – 781005

SUB: TENDER DOCUMENT FOR COMPOSITE WORKS (ELECTRICAL & INSTRUMENTATION, CIVIL) FOR NEGDCCL PIPELINE CONNECTIVITY UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)

TENDER NO: 05/51/23VC/IGGL/001(NEGDCCL)-R1 (Tender ID No. 2025 IGGL 242270 1)

1	Bidder Name	M/s.....
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor/ Partners/ Directors of the firm/company	1. 2. 3.
3b	Name of Power of Attorney holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office:	City: District: State: PIN/ZIP:
6	Bidder's address where order/contract is to be placed	City: District: State: PIN/ZIP:
7	Office responsible for executing the contract with GST no. * (In case supply of works are from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:
8	Telephone Number/ Mobile no. of address where order is to be placed	(Country Code) (Area Code) (Telephone No.)

9	E-mail address	
10	Website	
11	Mobile Number:	
12	ISO Certification, if any	{If yes, please furnish details}
13	PAN No.	
14	GST No.(refer sl. no. 7above)	
15	EPF Registration No.	
16	ESI code No.	
17	Void	
18	Whether Bidder is Startups or not	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No.50)
	In case of Start-up confirm the following: (i) Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration] (ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.100 Crores.	

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

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

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

To, M/s Indradhanush Gas Grid Limited _____	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 Indradhanush Gas Grid Limited, the amount _____ without any reservation, protest, demur and recourse. Any such demand made by IGGL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

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

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

Notwithstanding anything contained herein:

- 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 expiry date of BG should be two months beyond the validity of bid) 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.

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

Name
Designation

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

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

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.
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 / Phone from where the Earnest Money Bond has been issued as per proforma provided below.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence or in the Bank Guarantee itself.

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

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

Name of Bank: Axis Bank

Branch: Guwahati

Branch Address: Chhibber House, Ground Floor, G.S Road, Guwahati -781005

IFSC: UTIB0000140

SWIFT Code: AXISINBB140

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

Field Number	Particulars
7037	IGGL938956645

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

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

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	TENDER NO	:				
5	NATURE OF BANK GUARANTEE	:				
	(Please Tick (√) Whichever is Applicable		PERFORMANC E BANK GUARANTEE	SECURIT Y DEPOSIT	EM D	ADVANC E
6	BG ISSUED BANK DETAILS					
(A)		EMAIL ID	:			
(B)		ADDRESS	:			
(C)		PHONE NO	:			

FORMAT F-2A
DECLARATION FOR BID SECURITY

To,
M/s Indradhanush Gas Grid Limited
7th Floor, NRL Centre, G S Road, Christian Basti, Guwahati, Assam – 781005

SUB: TENDER DOCUMENT FOR COMPOSITE WORKS (ELECTRICAL & INSTRUMENTATION, CIVIL) FOR NEGDCCL PIPELINE CONNECTIVITY UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)

TENDER NO: 05/51/23VC/IGGL/001(NEGDCCL)-R1 (Tender ID No. 2025_IGGL_242270_1)

Dear Sir

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

We, M/s _____ (*Name of Bidder*) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/ banning list (as per policies of IGGL in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the IGGL during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

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

FORMAT F-2B
PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY
DEPOSIT/ BID SECURITY"

(To be stamped in accordance with the Stamp Act)

To, M/s Indradhanush Gas Grid Limited _____	Insurance Surety Bond No.	
	Date of ISB	
	ISB 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),

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

As an irrevocable Insurance Surety Bond against Earnest Money Deposit for the amount of _____ is required to be submitted by the Bidder as a condition precedent for participation in the said Tender Document which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the _____ [Name & address of the Insurer] at _____ having our Head Office _____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the Bidder by Indradhanush Gas Grid Ltd., the amount _____ without any reservation, protest, demur and recourse. Any such demand made by Indradhanush Gas Grid Ltd., shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Insurance Surety Bond 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 Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from Bidder M/s. _____ on whose behalf this Insurance Surety Bond is issued.

Notwithstanding anything contained herein:

- a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) (currency in words only)
- b) This Insurance Surety Bond shall remain in force upto _____ (this expiry date should be two months beyond the validity of bid) and any extension(s) thereof; and

- c) The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of Indradhanush Gas Grid Limited under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the Insurer, 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 Insurance Surety Bond:

Name

Designation

WITNESS:

(SIGNATURE)

(NAME)

(SIGNATURE)

(NAME)

Designation with Insurer Stamp

E-Mail ID:

Telephone/Mobile No. :

Attorney as per

Power of Attorney No.

(OFFICIAL ADDRESS)

Date: _____

INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT/ EARNEST MONEY" BY "INSURANCE SURETY BOND"

- a) The Insurance Surety Bond shall be from Insurance Regulatory and Development Authority of India (IRDAI) registered general insurance companies as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- b) The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
- d) The expiry date should be arrived at in accordance with "ITB: Clause-16 ".
- e) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

- f) Bidder must indicate the full postal address of the Insurer along with the Insurer's E-mail / Fax / Phone from where the Insurance Surety Bond has been issued.

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH INSURANCE SURETY BOND

1	INSURANCE SURETY BOND NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	INSURANCE SURETY BOND AMOUNT	:				
4	TENDER NO	:				
5	NATURE OF INSURANCE SURETY BOND	:				
	(Please Tick (√) Whichever is Applicable)		PERFORMANCE INSURANCE SURETY BOND	SECURITY DEPOSIT	EMD	ADVANCE
6	INSURER DETAILS					
(A)		EMAIL ID				
(B)		ADDRESS				
(C)		PHONE NO	:			

F-3
LETTER OF AUTHORITY

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

Ref:

Date:

M/s Indradhanush Gas Grid Limited

7th Floor, NRL Centre, G S Road, Christian Basti, Guwahati, Assam – 781005

**SUB: TENDER DOCUMENT FOR COMPOSITE WORKS (ELECTRICAL &
INSTRUMENTATION, CIVIL) FOR NEGDCL PIPELINE CONNECTIVITY UNDER
NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID
LIMITED (IGGL)**

TENDER NO: 05/51/23VC/IGGL/001(NEGDCL)-R1 (Tender ID No. 2025_IGGL_242270_1)

Dear Sir,

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

[1] Name & Designation _____ Signature _____

Phone/Cell:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note:

- (i) This "Letter of Authority" should be on the "**letterhead**" of the Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening'.
- (ii) Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings' / 'Un-priced Bid Opening'.

F-4
PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE
SECURITY / SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s Indradhanush Gas Grid Limited _____	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" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide LOA /FOA No. _____ dated _____ for Indradhanush Gas Grid Limited having registered office at 7th Floor, NRL Centre , G.S. Road, Christian Basti ,Guwahati , Assam – 781005 (herein after called the "IGGL" which expression shall wherever the context so require include its successors and assignees).

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

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to Indradhanush Gas Grid Limited we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to IGGL in such manner as IGGL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said _____ M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said 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 contractor is unable to complete the 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 contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the 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 contractor and notwithstanding any security or other guarantee that IGGL may have in relation to the 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 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 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 _____ (90 days beyond the defect liability period / Warranty / Guarantee this date should be expiry) 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.

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"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank.
2. The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.3 of ITB [Section-III] of Tender Document.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence OR in the Bank Guarantee itself.
5. Contractor shall submit attached cover letter (Annexure) while submitting Contract Performance Security.
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

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	:			

FORMAT F-4A
PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT PERFORMANCE
SECURITY / SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s Indradhanush Gas Grid Limited	Insurance Surety Bond No.	
	Date of Insurance Surety Bond	
	Insurance Surety Bond Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "Contractor/Supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____ dated _____ for Indradhanush Gas Grid Limited having registered office at 7th Floor, NRL Centre, G. S. Road, Christian Basti, Guwahati, Assam-781005 (herein after called the "IGGL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the CONTRACTOR/SUPPLIER shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Insurance Surety Bond executed by Insurer, undertaking full responsibility to indemnify Indradhanush Gas Grid Limited, in case of default.

The said M/s. _____ (herein after called the "insurer" which expression shall wherever the context so require include its successors and assignees) 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 in form of Insurance Surety Bond to IGGL that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to Indradhanush Gas Grid Limited we shall on first demand, pay without demur, contest, protest and/ or without any recourse to the contractor to IGGL in such manner as IGGL may direct, the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this Insurance Surety Bond, to 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 insurer 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 to the Insurer shall be conclusive and binding. The Insurer 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 insurer.
4. The Insurance Surety Bond 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 Insurer undertakes not to revoke this Insurance Surety Bond during its currency without your previous consent and further agrees that the Insurance Surety Bond shall continue to be enforceable until it is discharged by IGGL in writing. However, if for any reason, the Contractor/Supplier 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 insurer hereby agrees to further extend this Insurance Surety Bond at the instance of the Contractor/Supplier till such time as may be determined by IGGL. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this Insurance Surety Bond is issued.
6. Insurer also agrees that IGGL at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer (as principal debtor) in the first instant, without proceeding against the Contractor/Supplier and notwithstanding any security or other guarantee that IGGL may have in relation to the Contractor/Supplier's liabilities.
7. The amount under the Insurance Surety Bond is payable forthwith without any delay by Insurer upon the written demand raised by IGGL. Any dispute arising out of or in relation to the said Insurance Surety Bond 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 Contractor/Supplier 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 Contractor/Supplier 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 Insurance Surety Bond in your favor under our Memorandum and Articles of Association, and the undersigned has full power to sign and execute documents under the Power of Attorney, dated _____ granted to him by the Insurer.
10. Notwithstanding anything contained herein:
- a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) (currency in words only)
 - b) This Insurance Surety Bond shall remain in force upto _____ (this date should be 90 days beyond the expiry date of defect liability period of the Contract) and any extension(s) thereof; and
 - c) The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of IGGL under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Insurance Surety Bond:

Name

Designation

Yours faithfully,

Insurer by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the
Insurer

INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "INSURANCE
SURETY BOND"

- a) The Insurance Surety Bond shall be from Insurance Regulatory and Development Authority of India (IRDAI) registered general insurance companies as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- b) The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety

Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

- d) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond and all future communication relating to the Insurance Surety Bond shall be forwarded to Purchaser.
- e) Supplier/Contractor shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.

**MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY
VENDOR ALONG WITH INSURANCE SURETY BOND**

1	INSURANCE SURETY BOND NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	INSURANCE SURETY BOND AMOUNT	:				
4	PURCHASE ORDER/ LOA NO	:				
5	NATURE OF INSURANCE SURETY BOND	:				
	(Please Tick (√) Whichever is Applicable		PERFORMAN CE INSURANCE SURETY BOND	SECURI TY DEPOSI T	EM D	ADVAN CE
6	INSURER DETAILS					
(A)		EMAIL ID	:			
(B)		ADDRESS	:			
(C)		PHONE NO	:			

F-5
AGREED TERMS & CONDITIONS

To,
M/s Indradhanush Gas Grid Limited
7th Floor, NRL Centre, G S Road, Christian Basti, Guwahati, Assam – 781005

SUB: TENDER DOCUMENT FOR COMPOSITE WORKS (ELECTRICAL & INSTRUMENTATION, CIVIL) FOR NEGDCL PIPELINE CONNECTIVITY UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)

TENDER NO: 05/51/23VC/IGGL/001(NEGDCL)-R1 (Tender ID No. 2025_IGGL_242270_1)

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, Vendor Code of IGGL (if any) and address (FOA/Order shall be released in this name)	Bidder's name : IGGL's Vendor Code: Address:
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.	
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).	
4	Bidder confirms that they have quoted GST (CGST & SGST/ UTGST or IGST) in Price Schedule/ SOR of Price bid.	
4.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST) If yes, Bidder confirms that they have quoted rate of applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid	Yes/ No
4.2	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) in Price Bid	
4.3	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti-profiteering clause).	
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.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
6.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
7.	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Bidders confirms compliance to Completion Schedule as specified in Bid document and the same shall be reckoned from the date of Fax of Acceptance.	
9.	Bidders confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. In case of delay, the bills / invoices shall be submitted after reducing the price reduction due to delay(refer PRS Clause).	
10.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.	
11.	Bidder confirms their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Bidder have furnished EMD/Bid Security details as under: a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG] OR Bidder furnishes bid security declaration [applicable for MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue)]	
13.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.	
14.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of IGGL or (ii) the bidder is not a firm in which any Director (in Board of Director) of IGGL or their relative is a partner.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
15.	All correspondence must be in ENGLISH language only.	
16.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
17.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
18.	<u>NO DEVIATION CONFIRMATION:</u> It may be note that any 'deviation / exception' in any form may result in rejection of bid. Therefore, bidder confirms that they have not taken any 'exception / deviation' anywhere in the bid. In case any 'deviation / exception' is mentioned or noticed, bidder's bid may be rejected.	
19.	If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable: "We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	
20.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid	
21.	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.	
22.	Bidder hereby confirms that they are not on 'Holiday' by IGGL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of IGGL or the Ministry of Petroleum and Natural Gas. Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'. In case it comes to the notice of IGGL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices. Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to IGGL by them.	
23.	Bidder confirms that they have read and understood the General Conditions of Contract & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC-Works.	
24.	Bidder certifies that they would adhere to the Fraud Prevention Policy of IGGL [available on IGGL's website] and shall not indulge themselves or allow others (working in IGGL) to indulge in fraudulent activities and that they would immediately apprise IGGL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of IGGL is liable to be treated as crime and dealt with by the procedures of IGGL as applicable from time to time.	
25.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be dealt as per clause no. 13.13 of Section-III.	
26.	Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender).	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.	
27.	Bidder confirms that there is no conflict of interest with other bidders, as per clause no.4.2 of Section-III (ITB) of Tender Document.	
28.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and to the terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-6
ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s Indradhanush Gas Grid Limited

7th Floor, NRL Centre, G S Road, Christian Basti, Guwahati, Assam – 781005

SUB: TENDER DOCUMENT FOR COMPOSITE WORKS (ELECTRICAL & INSTRUMENTATION, CIVIL) FOR NEGDCL PIPELINE CONNECTIVITY UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)

TENDER NO: 05/51/23VC/IGGL/001(NEGDCL)-R1 (Tender ID No. 2025_IGGL_242270_1)

Dear Sir,

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

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

Postal Address with Pin Code:

Telephone Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

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

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :

F-7
BIDDER'S EXPERIENCE

To,
M/s Indradhanush Gas Grid Limited
7th Floor, NRL Centre, G S Road, Christian Basti, Guwahati, Assam – 781005

SUB: TENDER DOCUMENT FOR COMPOSITE WORKS (ELECTRICAL & INSTRUMENTATION, CIVIL) FOR NEGDCL PIPELINE CONNECTIVITY UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)

TENDER NO: 05/51/23VC/IGGL/001(NEGDCL)-R1 (Tender ID No. 2025_IGGL_242270_1)

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: As per cl. no. D 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.

F-8 (A)
CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, corrigendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	EMD / Declaration for Bid Security [as applicable} as per provisions of Tender		
iii	Digitally signed (in case of e-tendering) or 'signed & stamped (in case of Manual tender) tender document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Confirm submission of document alongwith unpriced bid as per bid requirement (including cl.no.11.1.1 of Section-III).		
3.0	Confirm that all format duly filled in are enclosed with the bid duly Digitally Signed (in case of e-bidding)/ Signed and Stamped (in case of manual bidding) by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		
5.0	Void		
6.0	Confirm that Undertaking as per <i>Form-2 to Annexure-V to Section-III</i> and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per <i>Form-3 to Annexure-V to Section-II</i> are submitted. (Applicable for all bidders)		

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

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

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
Technical BEC					
A.1	Experience criteria	(a) Detailed work order along with Schedule of Rates with other relevant documents such as tender scope of work/ Job specification/ SOR/ Contract Agreement for the experience as per the definition of “Similar work”. (b) Completion certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) OR Execution certificate (issued by the end user/ owner/authorized consultant) in place of completion certificate for meeting the stipulated experience criteria provided that the asset for which the said execution certificate has been issued is ready for commercial use i.e. “Defined work (as per definition of similar work) as per PO/WO” has been completed. OR 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. However, in case bidder is not able to furnish the completion certificates from the End User/ Owner/ PMC in the name of subcontractor, then the bidder shall furnish Completion / Execution certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) to the main-contractor along with a copy of the approval by End User/ Owner/		Yes/No	

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
		PMC for engaging the bidder as a sub-contractor to the main-contractor. Note: a) The completion certificates / execution certificate shall have details like work order no.; date, brief scope of work, completion date, PO/WO value, executed value etc. b) If the quantity and services not indicated in the PO/ Work Completion / execution certificate; then bidder must furnish the scope of work / approved BOM / tender document/ any relevant documents justify the Bidder's Experience Criteria (Technical) requirements along with certified site measurement by Owner/Owner's consultant. The completion certificate / execution certificate shall have details such as work order, scope of work, date of work order, work completion date, contract values, executed order value etc.)			
Note (ii) to A.1	Job executed for Subsidiary / Fellow subsidiary /Holding company	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary /Holding company.		Yes/No	
Note (iii) to A.1	Experience criteria in case of single bidder, having experience of a consortium member	(c) Same documents as mentioned in A.1 above. (d) Consortium Agreement / MOU clearly defining the scope and responsibility. Note: The completion certificates shall have details like work order no. / Date, brief scope of work, completion date etc.		Yes/No	

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
Financial BEC					
B	BEC (Financial)	A certificate for financial capability of the bidder from Practicing Chartered Accountant in prescribed format [Format F-10] as provided in the Tender Document.	Submitted (Mention specific year.....)	Yes/No	
B.1	Average Annual Turn-over	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of three (3) preceding Financial Year(s) along with un-price bid.	Submitted (Mention specific year.....)	Yes/No	
B.2	Net Worth	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of last Financial Year along with un-price bid.	Submitted (Mention specific year.....) Submitted/ Not Applicable (Bidder to tick appropriate option)	Yes/No	
B.3	Working Capital	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] alongwith Audit Report for the last audited Financial Year along with un-price bid. Note: If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores (or equivalent in USD), confirming the	Submitted		

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
		availability of line of credit for working capital amount, irrespective of overall position of the working capital, mentioned herein above. The line of credit letter from bank to be submitted strictly as per format at F-9. Declaration Letter/Certificate for line of credit due to shortfall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder. The bank shall be required to issue the letter for declaration/certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc. The original document for “Line of Credit” should be submitted along with other physical documents required as per terms and conditions of tender.			

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal



F-9

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

(To be provided on Bank's letter head)

Date:

To,
M/s Indradhanush Gas Grid Limited
7th Floor, NRL Centre, G S Road, Christian Basti, Guwahati, Assam – 781005

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. Letters 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.

F-10

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

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Net Worth	

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

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

****Refer Instructions***

Note:

- 1.0 It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]
- 2.0 We confirm that above figures are after referring instructions at page 2 of 2 of F-10.
- 3.0 Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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

Membership No.:

Instructions:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
 2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
 3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
 4. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be “Revenue from Operations” as per Profit & Loss account of audited annual financial statements
 - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
 - (iii) **Net Worth** shall be Aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium amount, 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.
- 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.
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
 6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

F-11
FORMAT FOR CONSORTIUM AGREEMENT
(ON NON- JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

CONSORTIUM/JV AGREEMENT

VOID



F-12
BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s Indradhanush Gas Grid Limited
7th Floor, NRL Centre, G S Road, Christian Basti, Guwahati, Assam – 781005

**SUB: TENDER DOCUMENT FOR COMPOSITE WORKS (ELECTRICAL & INSTRUMENTATION, CIVIL) FOR
NEGDCL PIPELINE CONNECTIVITY UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH
GAS GRID LIMITED (IGGL)**

TENDER NO: 05/51/23VC/IGGL/001(NEGDCL)-R1 (Tender ID No. 2025_IGGL_242270_1)

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

F-13

E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)

F-14

INTEGRITY PACT

INTEGRITY PACT

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



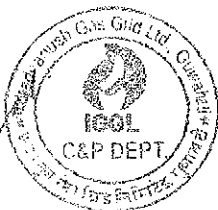
INTEGRITY PACT

INTRODUCTION:

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

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

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



ANNEXURE-1

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

I COMMITMENTS AND OBLIGATIONS OF THE "COUNTER PARTY"

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

II VIOLATIONS & CONSEQUENCES:

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

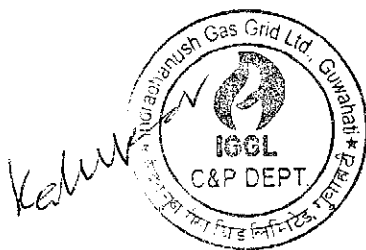


INDEPENDENT EXTRNAL MONITORS (IEMS)

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

- i) **Shri Devendra Kumar Sharma, IDAS (Retd.)**
(E-mail Id: shharmadk@gmail.com)
- ii) **Smt. Madhu Sharma, IFoS (Retd.)**
(E-mail Id: madhu1sharma@yahoo.com)

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



INTEGRITY PACT

(To be executed on plain paper)

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

AND

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

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

PREAMBLE

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

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

Section I –Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles:-
 - i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for a third person, any material or in material benefit which the person is not legally entitled to.
 - ii) The Principal will, during the tender process treat all Bidder(s) with equity and reasons. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder (s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - iii) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption Act (PC



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

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

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



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

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

Section 4 –Compensation for Damages

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

Section 5–Previous transgression

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

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

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

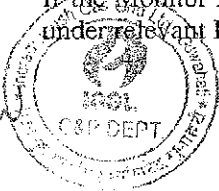


Section 7–Criminal charges against violating Bidder(s)/Contractor (s)/Sub-contractor(s)

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

Section 8–Independent External Monitor/Monitors

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



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

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

Section 9—Pact Duration

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

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

Section 10—Miscellaneous provisions

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



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

(For & on Behalf of Principal)

(Office Seal)

(For & on Behalf of Bidder/ Contractor)

(Office Seal)

Place

Date

Witness1:

(Name & Address)

.....
.....
.....

Witness2:

(Name & Address)

.....
.....
.....



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INDEMNITY BOND

WHEREAS Indradhanush Gas Grid Limited (hereinafter referred to as “IGGL”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at 7th Floor, NRL Centre , G.S. Road, Christian Basti ,Guwahati , Assam – 781005 has entered into a contract with M/s*..... (hereinafter referred to as the “**Contractor**”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *..... and on the terms and conditions as set out, inter-alia in the [*mention the work order/LOA/Tender No.*]and various documents forming part thereof, hereinafter collectively referred to as the ‘**CONTRACT**’ which expression shall include all amendments, modifications and / or variations thereto.

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

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

AND THE CONTRACTOR hereby further agrees with IGGL that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of IGGL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which IGGL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.
- (ii) This Indemnity shall not be discharged/revoked by any change/ modification/amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor’s firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of IGGL are settled by the

Contractor and/or IGGL discharges the Contractor in writing from this Indemnity.

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

SIGNED BY :

For [*Contractor*]

Authorised Representative

Place:

Dated:

Witnesses:

- 1.
- 2

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FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender.	Refer FAQs as available on Govt. e-Procurement System of National Informatics Center (NIC) https://etenders.gov.in/eprocure/app
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.
7.0	Are there are any benefits available to Startups?	Refer Clause No. 49 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.

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

[On the Letter-head of Supplier/Vendor]

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

We further absolve Indradhanush Gas Grid Limited 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.

Signature with Seal of Supplier/Vendor

Dated:

Format F-19
POWER OF ATTORNEY

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

SUB: TENDER DOCUMENT FOR COMPOSITE WORKS (ELECTRICAL & INSTRUMENTATION, CIVIL) FOR NEGDCCL PIPELINE CONNECTIVITY UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)
TENDER NO: 05/51/23VC/IGGL/001(NEGDCCL)-R1 (Tender ID No. 2025_IGGL_242270_1)

Name of Bidder: _____

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

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

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

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON/(S)

(Name of person)

E-mail id:

Digital token no. used for uploading the bid:

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

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FORMAT FOR CERTIFICATE BY CHARTERED ACCOUNTANT FOR OWNED EQUIPMENT
VOID

F-21

FORMAT FOR CERTIFICATE BY CHARTERED ENGINEER FOR OWNED EQUIPMENT:
VOID

F-22
COMPLETION CERTIFICATE
ON LETTER HEAD

Ref.: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
DD.MM.YYYY

Date:

COMPLETION CERTIFICATE

Name of Work :
Name of Contractor :
Length & Size of Pipeline & Scope of work :
Fax of Acceptance No. :
Letter of Award No. / Work Order No. :
Contractual Value :
Final Completion Value : DD.MM.YYYY
Contractual Start Date : DD.MM.YYYY

Contractual Completion Date

(a) Mechanical Completion : DD.MM.YYYY
(b) Overall Completion : DD.MM.YYYY

Actual Completion Date

(a) Mechanical Completion : DD.MM.YYYY
(b) Overall Completion : DD.MM.YYYY
Extension of Time granted without levy of PRS : Up to DD.MM.YYYY
Defect Liability Period : Up to DD.MM.YYYY

Certified that all the works under the subject Contract have been completed as per contractual terms & conditions, specifications, drawings and approved deviations etc. to the satisfaction of Engineer-In-Charge.

(xxxxxxxxxxxxxx)
Engineer – In – Charge

Note : Format of Completion Certificate to be issued upon successful completion of work.

F-23

PROFORMA OF BANK GUARANTEE FOR MOBILISATION ADVANCE

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

Ref.....

Bank Guarantee No. -----

Date.....

M/s Indradhanush Gas Grid Limited

7th Floor, NRL Centre, G S Road, Christian Basti, Guwahati, Assam – 781005

In consideration of the Indradhanush Gas Grid Limited, hereinafter called the "Owner" which expression shall unless repugnant to the context or meaning thereof include its successors, executors, administrators and assignees, having awarded to M/s..... having its registered office at hereinafter referred as the 'CONTRACTOR', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees, a contract hereinafter referred to as the 'Contract' for related works..... referred to as the 'WORK' on terms and conditions set out, inter-alia in the Owner's Contract No.....dated..... valued at..... (in words & figures) and as the Owner having agreed to make an advance payment (herein referred as Mobilization advance) for the performance of the above contract to the CONTRACTOR amounting to.....(in words & figures) as an advance against Bank Guarantee to be furnished by the CONTRACTOR.

We..... hereinafter referred to as the BANK which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees having our office at..... do hereby undertake to give the irrevocable and unconditional guarantee and do hereby undertake to pay the OWNER on first demand without any demur, reservation, contest, recourse, protest and without reference to the CONTRACTOR any and all monies payable by the CONTRACTOR by reason of any breach by the said CONTRACTOR of any of the terms and conditions of the said Contract to the extent of..... till the said advance is adjusted as aforesaid at any time upto..... We agree that the guarantee herein contained shall continue to be enforceable till the sum due to the Owner on account of the said advance is adjusted /recovered in full as aforesaid or till the Owner discharges this guarantee in writing.

The OWNER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee, from time to time to vary the advance or to extend the time for performance of the works by the CONTRACTOR. The BANK shall not be released from its liability under these presents by any exercise of the Owner of the liberty with reference to the matter aforesaid.

The Owner shall have the fullest liberty, without reference to CONTRACTOR and without affecting this guarantee to postpone for any time or from time to time the exercise of any powers vested in them or of any right which they might have against the CONTRACTOR, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any power, covenants contained or implied in the Contract between the OWNER and the CONTRACTOR or any other course or remedy or security available to the OWNER and the BANK shall not be released of its obligations under these presents by any exercise by the OWNER of its liberty with reference to matters aforesaid or other acts of omission or commission on the part of the OWNER or any other law would, but for this provision, have the effect of releasing the

BANK.

The right of the OWNER to recover the outstanding sum of advance upto Rs..... from the BANK in the manner aforesaid is absolute and unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes has or have been raised by the CONTRACTOR and/or that any dispute or disputes is or are pending before any officer, tribunal or court or arbitrator or any other authority / forum and any demand made by OWNER on the BANK shall be conclusive and binding.

The BANK further undertakes not to revoke this guarantee during its currency without previous consent of the OWNER and further agrees that the guarantee contained shall continue to be enforceable until it is discharged by IGGL in writing.

The BANK also agrees that the OWNER shall at its option be entitled to enforce this guarantee against the BANK as a principal debtor, in the first instance, notwithstanding any other security or guarantee that OWNER may have in relation to the CONTRACTOR's liabilities towards the said advance.

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

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the 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 Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to _____ and it will remain in force upto and including _____ and shall be extended from time to time for such periods as may be advised by M/s on whose behalf this guarantee has been given.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do so under the Power of Attorney/ resolution of the Board of Directors dated..... accorded to him by the BANK.

Dated.....this.....day of.....20.....

Signed by

(Person duly authorized by Bank)

Place:

WITNESS :

1..... (Signature)
..... (Printed Name)

2..... (Designation)
.....
(Common Seal)

INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE GUARANTEE

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered as Guwahati.
2. The bank guarantee by bidders will be given from bank as specified in ITB.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer
4. If a bank guarantee is issued by a commercial bank, then a letter to Owner confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred Crores). or its equivalent in foreign currency along with a documentary evidence.

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

To,
M/s Indradhanush Gas Grid Limited
7th Floor, NRL Centre, G S Road, Christian Basti, Guwahati, Assam – 781005

**SUB: TENDER DOCUMENT FOR COMPOSITE WORKS (ELECTRICAL & INSTRUMENTATION, CIVIL) FOR NEGDCL PIPELINE CONNECTIVITY UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)
TENDER NO: 05/51/23VC/IGGL/001(NEGDCL)-R1 (Tender ID No. 2025_IGGL_242270_1)**

Dear Sir,

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

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

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

FORMAT F-25
CHECKLIST FOR RUNNING BILLS

SL.No	Document Description	Annexure	Signature Of		
			Contractor	PMC	IGGL
(A) Bill Specific point					
1	Cervat-able Invoice in Contractor's letter-head raised to "OIC, Indradhanush Gas Grid Limited, * (Place of availment of cervat)"				
2	Memorandum of payment				
3	Abstract of payment sheet dually adjusted with payment received for the previous invoice				
4	Measurement Sheet				
5	Month wise PF/ESI challan copies				
6	Separate invoice for extra work/AHR items more than SOR quantity				
7	Approval of PMC and IGGL for extra work/AHR items if any				
8	Separate innovice shall be submitted for INR & USD portion				
9	State Wise bifurcation of innoviced amount (State & UTI), wherever applicable (for WCT purpose)				
10	Hard copy of Bill, INR portion (2 original +1 copies)				
11	Hard Copy of bill,USD portion (3 original+ 1 copy)				
12	Soft copy of Bill (Dully tallying with hard copy)				
13	Whether Bill amount/memorandum of payment is matching the amount in service entry sheet				
14	Whether bill has sent through BWS or not(attach BWS receipt)				
15	All the corrections made in the bill should be signed by PMC / IGGL authorized signatory				
16	All the bill documents made namely measurement sheets,bills should tally with the memorandum of payment				
17	SAP service entry sheet dually tallying with the abstract of payment				

FORMAT F-25
CHECKLIST FOR RUNNING BILLS

SL.No	Document Description	Annexure	Signature Of		
			Contractor	PMC	IGGL
(B) General Points					
1	(a) Copy of contractor all risk policy				
	(b) Validity of above exist or not				
2	(a) Free issue material (FIM) insurance copy				
	(b) Validity of above exists or not				
3	(a) Copy of indemnity bond for FIM				
	(b) Validity of above exist or not				
4	(a) Employee Insurance Policy				
	(b) Validity of above exist or not				
5	(a) Workman Compensation insurance policy				
	(b) Validity of above exist or not				
6	Copy of certificate issued by appropriate authority for lowering for lower /non -deduction of WCT/withholdingtax/TDS if applicable				
7	3 original letters of contractor mentioning details such as bank name ,address ,country ,account number and swift code (for forign currency innovice) E-banking details should of SBI/ICICI/HDFC bank only				
8	(a) Copy of contrac PBG separetly for INR & forign currency price				
	(b) Validity of above exist or not				
9	Contract agreement copy				
10	Power of attorney in the name of signatory of the bill /indemnity bond				
11	Copy of PAN umber of contractor				
12	Copy of Contract registration certificate with RBI in case of forign contractor				
13	Copy of registration certificate of TIN/Tan of concerened state in which WOT is deducted & deposited				

NOTE :-

- 1 There will be signature of concerned contractor, PMC & IGGL representative in place
- 2 Cenvatalbe invoice, Memorandum of payment to be signed by IGGL Section In-charge & IGGL Construction Incharge
- 3 Abstract of Payment, measurement sheets are to be signed by IGGL Section Incharge/ his repersentative
- 4 IGGL spread in-charge / construction in-charge may also require to sign any other relevent documents as applicable from case to case.
- 5 NOC from sub-contractor, if any (deployed after getting approval from IGGL / PMC) regarding receipt of payment from contractor upto previous month.
- 6 In case of final bill contractor shall be required to submit NOC & Indemnity Bond and also NOC from sub-contractor about receipt of full payment from the contractor.
- 7 Copy of Hindrance register for the specified period (RA Bill period) dully signed by contractor /PMC/IGGL/ to be submitted alongwith RA Bill.

FOR CONTRACTOR

FOR PMC / IGGL

SECTION – IV
GENERAL CONDITION OF CONTRACTS –
WORKS (GCC-Works)



GENERAL CONDITIONS OF CONTRACT

FOR

WORKS

IGGL

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91.0		Notices of Claims for Additional Payments
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ANNEXURES TO GCC

1.

Proforma of Agreement

2.

Proforma for Indemnity Bond for Advance against material

SECTION- I DEFINITIONS

- 1. Definition of Terms:**
- 1.1 In this CONTRACT (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.
- 1.1.1 The EMPLOYER/COMPANY/IGGL means IGGL., a public limited company, incorporated under the Company's act 2013 and having its registered office at 7th floor, NRL Centre, 122A, GS Road, Christian Basti, Guwahati, Assam and includes its successors and assigns.
- 1.1.2 The "CONTRACTOR" means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's legal Representatives his successors and permitted assigns.
- 1.1.3 The ENGINEER/ENGINEER-IN-CHARGE" shall mean the person designated from time to time by the IGGL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.1.4 The "WORK" shall mean and include all items and things to be supplied/done and services and activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.
- 1.1.5 The "PERMANENT WORK" means and includes works which will be incorporated in and form a part of the work to be handed over to the EMPLOYER by the CONTRACTOR on completion of the CONTRACT.
- 1.1.6 "CONSTRUCTION EQUIPMENT" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK, or camping facilities.
- 1.1.7 "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.
- 1.1.8 CONSULTANT: means _____ who are the consulting engineer to the Employer for this project and having registered office at -----
- 1.1.9 The "SUB-CONTRACTOR" means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the ENGINEER-IN-CHARGE, and the legal representatives, successors and permitted assigns of such person, firm or company.

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- 1.1.10 The "CONTRACT" shall mean the Agreement between the EMPLOYER and the CONTRACTOR for the execution of the works including therein all Contract documents.
- 1.1.11 The "SPECIFICATION" shall mean all directions the various technical specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the CONTRACT for the work or works, as may be amplified or modified by the IGGL or ENGINEER-IN-CHARGE during the performance of CONTRACT in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/corrigenda published before entering into CONTRACT.
- 1.1.12 The "DRAWINGS" shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the ENGINEER-IN-CHARGE and such other drawing as may, from time to time, be furnished or approved in writing by the ENGINEER-IN-CHARGE.
- 1.1.13 The "TENDER" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the EMPLOYER.
- 1.1.14 The "CHANGE ORDER" means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletion from and alteration in the works.
- 1.1.15 The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the ENGINEER-IN-CHARGE when the works have been completed entirely in accordance with CONTRACT DOCUMENT to his satisfaction.
- 1.1.16 The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the ENGINEER-IN-CHARGE/EMPLOYER after the period of liability is over.
- 1.1.17 "DEFECT LIABILITY PERIOD" in relation to a work means the specified period from the date of COMPLETION CERTIFICATE upto the date of issue of FINAL CERTIFICATE during which the CONTRACTOR stands responsible for rectifying all defects that may appear in the works executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Manufacturing/Fabrication/ Erection/Construction defects covering all materials plants, equipment, components, and the like supplied by the CONTRACTOR, works executed against workmanship defects.
- 1.1.18 The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the CHAIRMAN and MANAGING DIRECTOR or any other person so designated by the EMPLOYER.
- 1.1.19 "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.



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- 1.1.20 "PLANS" shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.
- 1.1.21 "SITE" shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the EMPLOYER for the purpose of the CONTRACT.
- 1.1.22 "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.1.23 "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
- 1.1.24 "LETTER OF INTENT/FAX OF INTENT" shall mean intimation by a Fax/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.
- 1.1.25 "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.26 "WORKING DAY" means any day which is not declared to be holiday or rest day by the EMPLOYER.
- 1.1.27 "WEEK" means a period of any consecutive seven days.
- 1.1.28 "METRIC SYSTEM" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.
- 1.1.29 "VALUE OF CONTRACT" or "TOTAL CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order.
- 1.1.30 "LANGUAGE FOR DRAWINGS AND INSTRUCTION" All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language.
- 1.1.31 "MOBILIZATION" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction equipments, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organisation comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to



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commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. "MOBILISATION" shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of ENGINEER-IN-CHARGE/EMPLOYER.

1.1.32 "COMMISSIONING" shall mean pressing into service of the system including the plant(s), equipment(s), vessel(s), pipeline, machinery(ies), or any other section or sub-section of installation(s) pertaining to the work of the CONTRACTOR after successful testing and trial runs of the same.

"COMMISSIONING" can be either for a completed system or a part of system of a combination of systems or sub-systems and can be performed in any sequence as desired by EMPLOYER and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by EMPLOYER in performance of "COMMISSIONING" activity will not be construed to be violating CONTRACT provisions and CONTRACTOR shall be deemed to have provided for the same.

SECTION-II GENERAL INFORMATION

2. General Information

2.1 a) Location of Site: The proposed location of Project site is defined in the Special Conditions of Contract.

b) Access by Road: CONTRACTOR, if necessary, shall build other temporary access roads to the actual site of construction for his own work at his own cost. The CONTRACTOR shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The CONTRACTOR shall also facilitate the construction of the permanent roads should the construction there of start while he is engaged on this work. He shall make allowance in his tender for any inconvenience he anticipates on such account.

Non-availability of access roads, railway siding and railway wagons for the use of the CONTRACTOR shall in no case condone any delay in the execution of WORK nor be the cause for any claim for compensation against the EMPLOYER.

2.2 Scope of Work: The scope of WORK is defined in the Technical Part of the tender document. The CONTRACTOR shall provide all necessary materials, equipment, labour etc. for the execution and maintenance of the WORK till completion unless otherwise mentioned in the Tender Document.

2.3 Water Supply: Contractor will have to make his own arrangements for supply of water to his labour camps and for works. All pumping installations, pipe net work and distribution system will have to be carried out by the Contractor at his own risk and cost.

Alternatively the Employer at his discretion may endeavour to provide water to the Contractor at the Employer's source of supply



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provided the Contractor makes his own arrangement for the water meter which shall be in custody of the Employer and other pipe net works from source of supply and such distribution pipe network shall have prior approval of the Engineer-in-Charge so as not to interfere with the layout and progress of the other construction works. In such case, the rate for water shall be deducted from the running account bills.

However, the Employer does not guarantee the supply of water and this does not relieve the Contractor of his responsibility in making his own arrangement and for the timely completion of the various works as stipulated.

2.4 Power Supply:

2.4.1 Subject to availability, EMPLOYER will supply power at 400/440 V at only one point at the nearest sub-station, from where the CONTRACTOR will make his own arrangement for temporary distribution. The point of supply will not be more than 500 m away from the CONTRACTOR'S premises. All the works will be done as per the applicable regulations and passed by the ENGINEER-IN-CHARGE. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the CONTRACTOR will re-route or remove the temporary lines at his own cost. The CONTRACTOR at his cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to the EMPLOYER which should be in the custody and control of the EMPLOYER. The cost of power supply shall be payable to the EMPLOYER every month for Construction Works power which would be deducted from the running account bills. The EMPLOYER shall not, however, guarantee the supply of electricity nor have any liability in respect thereof. No claim for compensation for any failure or short supply of electricity will be admissible.

2.4.2 It shall be the responsibility of the CONTRACTOR to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/State Electricity Acts and Rules etc. The CONTRACTOR will ensure that his equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed Electrician/Supervisor. A test certificate is to be produced to the ENGINEER-IN-CHARGE for his approval, before power is made available.

2.4.3 At all times, IEA regulations shall be followed failing which the EMPLOYER has a right to disconnect the power supply without any reference to the CONTRACTOR. No claim shall be entertained for such disconnection by the ENGINEER-IN-CHARGE. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors.

2.4.4 The EMPLOYER is not liable for any loss or damage to the CONTRACTOR's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the CONTRACTOR arising therefrom.



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- 2.4.5 The CONTRACTOR shall ensure that the Electrical equipment installed by him are such that average power factors does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, he will reimburse to the EMPLOYER at the penal rate determined by the EMPLOYER for all units consumed during the month.
- 2.4.6 The power supply required for CONTRACTOR's colony near the plant site will be determined by the EMPLOYER and shall be as per State Electricity Board's Rules and other statutory provisions applicable for such installations from time to time. In case of power supply to CONTRACTOR's colony, the power will be made available at a single point and the CONTRACTOR shall make his own arrangement at his own cost for distribution to the occupants of the colony as per Electricity Rules and Acts. The site and colony shall be sufficiently illuminated to avoid accidents.
- 2.4.7 The CONTRACTOR will have to provide and install his own lights and power meters which will be governed as per Central/State Government Electricity Rules. The metres shall be sealed by the EMPLOYER.
- 2.4.8 In case of damage of any of the EMPLOYER's equipment on account of fault, intentional or unintentional on the part of the CONTRACTOR, the EMPLOYER reserves the right to recover the cost of such damage from the CONTRACTOR's bill. Cost of HRC Fuses replaced at the EMPLOYER's terminals due to any fault in the CONTRACTOR's installation shall be to CONTRACTOR's account at the rates decided by the ENGINEER-IN-CHARGE.
- 2.4.9 Only motors upto 3 HP will be allowed to be started direct on line. For motors above 3 HP and upto 100 HP a suitable Starting device approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR. For motors above 100 HP slipring induction motors with suitable starting devices as approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR.
- 2.4.10 The CONTRACTOR shall ensure at his cost that all electrical lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied to the EMPLOYER.
- 2.4.11 The total requirement of power shall be indicated by the tenderer alongwith his tender.
- 2.5 Land for Contractor's Field Office, Godown and Workshop: The EMPLOYER will, at his own discretion and convenience and for the duration of the execution of the work make available near the site, land for construction of CONTRACTOR's Temporary Field Office, godowns workshops and assembly yard required for the execution of the CONTRACT. The CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE.

On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by ENGINEER-IN-CHARGE. If the



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CONTRACTOR shall fail to comply with these requirements, the ENGINEER-IN-CHARGE may at the expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the EMPLOYER reserves the right to ask the CONTRACTOR any time during the pendency of the CONTRACT to vacate the land by giving 7 days notice on security reasons or on national interest or otherwise. Rent may be charged for the land so occupied from contractor by the Employer.

The CONTRACTOR shall put up temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the EMPLOYER or his authorised representative. No tea stalls/canteens should be put up or allowed to be put up by any CONTRACTOR in the allotted land or complex area without written permission of the EMPLOYER.

No unauthorised buildings, constructions or structures should be put up by the CONTRACTOR anywhere on the project site.

For uninterrupted fabrication work, the CONTRACTOR shall put up temporary covered structures at his cost within Area in the location allocated to them in the project site by the EMPLOYER or his authorised representative.

No person except for authorised watchman shall be allowed to stay in the plant area/CONTRACTOR's area after completion of the day's job without prior written permission from ENGINEER-IN-CHARGE.

- 2.6 Land for Residential Accommodation:-No Land shall be made available for residential accommodation for staff and labour of CONTRACTOR.

SECTION-III GENERAL INSTRUCTIONS TO TENDERERS

- 3. Submission of Tender:**
- 3.1 TENDER must be submitted without making any additions, alterations, and as per details given in other clauses hereunder. The requisite details shall be filled in by the TENDERER at space provided under "Submission of Tender at the beginning of GCC of Tender Document. The rate shall be filled only in the schedule given in this Tender Document.
 - 3.2 Addenda/Corrigenda to this Tender Document, if issued, must be signed, submitted alongwith the Tender Document. The tenderer should write clearly the revised quantities in Schedule of Rates of Tender Document and should price the WORK based on revised quantities when amendments of quantities are issued in addenda.
 - 3.3 Covering letter alongwith its enclosures accompanying the Tender Document and all further correspondence shall be submitted in duplicate.



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- 3.4 Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the Tender Documents and not to stipulate any deviations.

Tenders should always be placed in double sealed covers, superscribing ["QUOTATION DO NOT OPEN" Tender for _____ Project of IGGL due for opening on _____]. The *Full Name, Address and Telegraphic Address, Fax No. Of the Tenderers* shall be written on the bottom left hand corner of the sealed cover.

4. Documents:

4.1 General:

The tenders as submitted, will consist of the following:

- i) Complete set of Tender Documents (Original) as sold duly filled in and signed by the tenderer as prescribed indifferent clauses of the Tender Documents.
- ii) Earnest money in the manner specified in Clause 6 hereof.
- iii) Power of Attorney or a true copy thereof duly attested by a Gazetted Officer in case an authorised representative has signed the tender, as required by Clause 14 hereof.
- iv) Information regarding tenderers in the proforma enclosed.
- v) Details of work of similar type and magnitude carried out by the Tenderer in the proforma provided in the tender document.
- vi) Organisation chart giving details of field management at site, the tenderer proposes to have for this job.
- vii) Details of construction plant and equipments available with the tenderer for using in this work.
- viii) Solvency Certificate from Scheduled Bank to prove the financial ability to carry out the work tendered for.
- ix) Latest Balance Sheet and Profit & Loss Account duly audited.
- x) Details of present commitment as per proforma enclosed to tender.
- xi) Data required regarding SUB-CONTRACTOR(s)/ Supplier/ Manufacturers and other technical informations the tenderer wish to furnish.
- xii) Provident fund registration certificate
- xiii) List showing all enclosures to tender.

- 4.2 All pages are to be Initiated: All signatures in Tender Documents shall be dated, as well as, all the pages of all sections of Tender Documents shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the TENDERER

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or by a person holding power of attorney authorising him to sign on behalf of the tenderer before submission of tender.

- 4.3 Rates to be in Figures and Words: The tender should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates of Tender submitted by the CONTRACTOR for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite total given of all items, both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer.

If some discrepancies are found between the RATES in FIGURES and WORDS or the AMOUNT shown in the tender, the following procedure shall be followed:

- a) When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
- b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrect the rate quoted by the tenderer shall be taken as correct.
- c) When it is not possible to ascertain the correct rate by either of above methods, the rate quoted in words shall be taken as correct.

- 4.4 Corrections and Erasures: All correction(s) and alteration(s) in the entries of tender paper shall be signed in full by the TENDERER with date. No erasure or over writing is permissible.

- 4.5 Signature of Tenderer:

- 4.5.1 The TENDERER shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the TENDERER with his usual signature. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership's name by all the partners or by duly authorised representatives followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorised representative, and a Power of Attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with names of all partners shall be furnished.

- 4.5.2 When a tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signature should be attested by at least one witness.

- 4.6 Witness: Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.

- 4.7 Details of Experience: The tenderer should furnish, alongwith his tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of Employers, location of sites and value of contract, date



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of commencement and completion of work, delays if any, reasons of delay and other details alongwith documentary evidence(s).

- 4.8 Liability of Government of India: It is expressly understood and agreed by and between Bidder or/Contractor and M/s IGGL, and that M/s IGGL., is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that M/s IGGL. is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Contractor expressly agrees, acknowledges and understands that M/s IGGL. 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 contract. Accordingly, Bidder/Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

5. Transfer of Tender Documents:

- 5.1 Transfer of Tender Documents purchased by one intending tenderer to another is not permissible.

6. Earnest Money:

- 6.1 The bidder must pay Earnest Money as given in the letter/notice Inviting tenders and attach the official receipt with the tender failing which the tender is liable to be rejected and representatives of such tenderers will not be allowed to attend the tender opening. Earnest Money can be paid in Demand Drafts or Bank Guarantee or Banker's Cheque or Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalised Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The bid guarantee shall be submitted in the prescribed format.

Note: The Bank Guarantee so furnished by the tenderer shall be in the proforma prescribed by the EMPLOYER. No interest shall be paid by the EMPLOYER on the Earnest Money deposited by the tenderer. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of "SIX MONTHS" from the date of opening of tender. (TWO MONTHS beyond the bid validity).

The Earnest Money deposited by successful tenderer shall be forfeited if the Contractor fails to furnish the requisite Contract Performance Security as per clause 24 hereof and /or fails to start work within a period of 15 days or fails to execute the AGREEMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender.



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Note: The Earnest Money of the unsuccessful bidder will be returned by EMPLOYER/CONSULTANT, directly to the tenderer (s), within a reasonable period of time but not later than 30 days after the expiration of the period of bid validity prescribed by EMPLOYER.

- 7 Validity:**
- 7.1 Tender submitted by tenderers shall remain valid for acceptance for a period of "03 MONTHS" from the date of opening of the tender. The tenderers shall not be entitled during the said period of 4 months, without the consent in writing of the EMPLOYER, to revoke or cancel his tender or to vary the tender given or any term thereof. In case of tender revoking or canceling his tender or varying any term in regard thereof without the consent of EMPLOYER in writing, the EMPLOYER shall forfeit Earnest Money paid by him alongwith tender.
- 8 Addenda/Corrigenda**
- 8.1 Addenda/ Corrigenda to the Tender Documents will be issued in duplicate prior to the date of opening of the tenders to clarify documents or to reflect modification in design or CONTRACT terms.
- 8.2 Each addenda/ corrigendum issued will be issued in duplicate to each person or organisation to whom set of Tender Documents has been issued. Recipient will retain tenderer's copy of each Addendum/Corrigendum and attach original copy duly signed along with his offer. All Addenda/Corrigenda issued shall become part of Tender Documents.
- 9 Right of Employer to Accept or Reject Tender:**
- 9.1 The right to accept the tender will rest with the EMPLOYER. The EMPLOYER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. At the option of the Employer, the work for which the tender had been invited, may be awarded to one Contractor or split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rates should hold good for such eventualities.
- Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.
- Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.
- 10 Time Schedule**
- 10.1 The WORK shall be executed strictly as per the TIME SCHEDULE specified in TENDER/CONTRACT Document. The period of construction given in Time Schedule includes the time required for mobilisation as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the ENGINEER-IN- CHARGE.

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	10.2	A joint programme of execution of the WORK will be prepared by the ENGINEER-IN-CHARGE and CONTRACTOR based on priority requirement of this project. This programme will take into account the time of completion mentioned in 10.1 above and the time allowed for the priority works by the ENGINEER-IN-CHARGE.
	10.3	Monthly/Weekly construction programme will; be drawn up by the ENGINEER- IN-CHARGE jointly with the CONTRACTOR, based on availability of work fronts and the joint construction programme as per 10.2 above. The CONTRACTOR shall scrupulously adhere to these targets /programmes by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/programmes. In all matters concerning the extent of targets set out in the weekly and monthly programmes and the degree of achievements the decision of the ENGINEER-IN-CHARGE will be final and binding on the CONTRACTOR.
11 Tenderer's Responsibility	11.1	The intending tenderers shall be deemed to have visited the SITE and familiarised submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance.
12 Retired Government or Company Officers	12.1	No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the EMPLOYER is allowed to work as a CONTRACTOR for a period of two years after his retirement from Government Service, or from the employment of the EMPLOYER without the previous permission of the EMPLOYER. The CONTRACT, if awarded, is liable to be cancelled if either the CONTRACTOR or any of his employees is found at any time to be such a person, who has not obtained the permission of the State/Central Government or of the EMPLOYER as aforesaid before submission of tender, or engagement in the CONTRACTOR'S service as the case may be.
13 Signing of the Contract:	13.1	The successful tenderer shall be required to execute an AGREEMENT in the proforma attached with TENDER DOCUMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender. In the event of failure on the part of the successful tenderer to sign the AGREEMENT within the above stipulated period, the Earnest Money or his initial deposit will be forfeited and the acceptance of the tender shall be considered as cancelled.
14 Field Management & Controlling/Coordinating Authority:	14.1	The field management will be the responsibility of the ENGINEER-IN-CHARGE, who will be nominated by the EMPLOYER. The ENGINEER-IN-CHARGE may also authorise his representatives to assist in performing his duties and functions.
	14.2	The ENGINEER-IN-CHARGE shall coordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the CONTRACTOR to plan and execute the work strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.



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15 Note to Schedule of Rates:	15.1 The Schedule of Rates should be read in conjunction with all the other sections of the tender. 15.2 The tenderer shall be deemed to have studied the DRAWINGS, SPECIFICATIONS and details of work to be done within TIME SCHEDULE and to have acquainted himself of the condition prevailing at site. 15.3 Rates must be filled in the Schedule of Rates of original Tender Documents. If quoted in separate typed sheets no variation in item description or specification shall be accepted. Any exceptions taken by the tenderer to the Schedule of Rates shall be brought out in the terms and conditions of the offer. 15.4 The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted. 15.5 The EMPLOYER reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.
16 Policy for Tenders Under Consideration:	16.1 Only Those Tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Document, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance /rejection of Tender is made by IGGL to the Bidder. 16.2 <u>Zero Deviation:</u> Bidders to note that this is a ZERO DEVIATION TENDER. IGGL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. In case of any deviation/non conformity observed in the bid, it will be liable for rejection.
17 Award of Contract:	17.1 The Acceptance of Tender will be intimated to the successful Tenderer by IGGL either by Telex/ Telegram/ Fax or by Letter or like means-defined as LETTER OF ACCEPTANCE OF TENDER. 17.2 IGGL will be the sole judge in the matter of award of CONTRACT and the decision of IGGL shall be final and binding.
18 Clarification of Tender Document:	18.1 The Tender is required to carefully examine the Technical Specifications, Conditions of Contract, Drawings and other details relating to WORK and given in Tender Document and fully inform himself as to all conditions and matters which may in any way affect the WORK or the cost thereof. In case the Tenderer is in doubt about the completeness or correctness of any of the contents of the Tender Documents he should request in writing for an interpretation/clarification to IGGL in triplicate. IGGL will then



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issue interpretation/clarification to Tenderer in writing. Such clarifications and or interpretations shall form part of the Specifications and Documents and shall accompany the tender which shall be submitted by tenderer within time and date as specified in invitations to tender.

- 18.2 Verbal clarification and information given by IGGL or its employee(s) or its representatives shall not in any way be binding on IGGL.

19 Local Conditions:

- 19.1 It will be imperative on each tenderer to inform himself of all local conditions and factors which may have any effect on the execution of WORK covered under the Tender Document. In their own interest, the tenderer are requested to familiarise themselves with the Indian Income Tax Act 1961, Indian Companies Act 1956, Indian Customs Act 1962 and other related Acts and Laws and Regulations of India with their latest amendments, as applicable IGGL shall not entertain any requests for clarifications from the tenderer regarding such local conditions.
- 19.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the tender. No claim for financial or any other adjustments to VALUE OF CONTRACT, on lack of clarity of such factors shall be entertained.

20 Abnormal Rates:

- 20.1 The tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and Conditions of Contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. In case it is noticed that the rates quoted by the tenderer for any item are unusually high or unusually low, it will be sufficient cause for the rejection of the tender unless the EMPLOYER is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the tenderer (on demand).

SECTION-IV

GENERAL OBLIGATIONS

21 Priority of Contract Documents

- 21.1 Except if and the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the CONTRACT. Several documents forming the CONTRACT are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the ENGINEER-IN-CHARGE who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:
- 1) The Contract Agreement;
 - 2) The Letter of Acceptance;
 - 3) The (Instructions to Bidders) ITB;
 - 4) Special Conditions of Contract (SCC);
 - 5) General Conditions of Contract (GCC)
 - 6) Any other document forming part of the Contract.



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Works shown in the DRAWING but not mentioned in the SPECIFICATIONS OR described in the SPECIFICATIONS without being shown in the DRAWINGS shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the DRAWINGS and described in the SPECIFICATIONS.

	21.2	<u>Headings and Marginal Notes:</u> All headings and marginal notes to the clauses of these General Conditions of Contract or to the SPECIFICATIONS or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof the CONTRACT.
	21.3	<u>Singular and Plural:</u> In CONTRACT DOCUMENTS unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
	21.4	<u>Interpretation:</u> Words implying 'Persons' shall include relevant 'Corporate Companies / Registered Associations/ Body of Individuals/ Firm of Partnership' as the case may be.
22 Special Conditions of Contract:	22.1	Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires.
	22.2	Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
	22.3	Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
	22.4	Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
	22.5	The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
23. Contractor to obtain his own Information:	23.1	The CONTRACTOR in fixing his rate shall for all purpose whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise



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due to such information or lack of same. The correctness of the details, given in the Tender Document to help the CONTRACTOR to make up the tender is not guaranteed.

The CONTRACTOR shall be deemed to have examined the CONTRACT DOCUMENTS, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission therefrom shall not vitiate the CONTRACT or release the CONTRACTOR from executing the work comprised in the CONTRACT according to DRAWINGS and SPECIFICATIONS at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the WORKS and the requirements of materials and labour involved etc., and as to what all works he has to complete in accordance with the CONTRACT documents whatever be the defects, omissions or errors that may be found in the DOCUMENTS. The CONTRACTOR shall be deemed to have visited surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, Roads, Bridges and Culverts, means of transport and communication, whether by land, water or air, and as to possible interruptions thereto and the access and egress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, depots and such other buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting these works. He is deemed to have acquainted himself as to his liability of payment of Government Taxes, Customs duty and other charges, levies etc.

Any neglect or omission or failure on the part of the CONTRACTOR in obtaining necessary and reliable information upon the foregoing or any other matters affecting the CONTRACT shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and times in strict accordance with the CONTRACT.

It is, therefore, expected that should the CONTRACTOR have any doubt as to the meaning of any portion of the CONTRACT DOCUMENT he shall set forth the particulars thereof in writing to EMPLOYER in duplicate, before submission of tender. The EMPLOYER may provide such clarification as may be necessary in writing to CONTRACT, such clarifications as provided by EMPLOYER shall form part of CONTRACT DOCUMENTS.

No verbal agreement or inference from conversation with any effect or employee of the EMPLOYER either before, during or after the execution of the CONTRACT agreement shall in any way affect or modify and of the terms or obligations herein contained.

Any change in layout due to site conditions or technological requirement shall be binding on the CONTRACTOR and no extra claim on this account shall be entertained.



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24 Contract Performance Security:

24.1 The CONTRACTOR shall furnish to the EMPLOYER, within 30 days from the date of notification of award, a security in the sum of 10% of the accepted value of the tender or the actual value of work to be done whichever is applicable due to any additional work or any other reasons, in the form of a Bank draft/Banker's cheque or Bank Guarantee or irrevocable Letter of credit (as per proforma enclosed) as Contract Performance Security with the EMPLOYER which will be refunded after the expiry of DEFECTS LIABILITY PERIOD.

24.2 CONTRACTOR can furnish the Contract Performance Security in the form of Demand Draft, Banker's cheque, Insurance security Bond, Fixed deposit receipt or through a Bank Guarantee or through an irrevocable Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalised Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.

24.3 If the CONTRACTOR/SUB-CONTRACTOR or their employees or the CONTRACTOR's agents and representatives shall damage, break, deface or destroy any property belonging to the EMPLOYER or others during the execution of the CONTRACT, the same shall be made good by the CONTRACTOR at his own expenses and in default thereof, the ENGINEER-IN-CHARGE may cause the same to be made good by other agencies and recover expenses from the CONTRACTOR (for which the certificate of the ENGINEER- IN-CHARGE shall be final).

24.4 All compensation or other sums of money payable by the CONTRACTOR to the EMPLOYER under terms of this CONTRACT may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the CONTRACTOR by the EMPLOYER of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the CONTRACTOR shall within ten days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realised by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the EMPLOYER for sum deposited as Contract Performance Security.

24.5 Failure of the successful bidder to comply with the requirements of this Clause shall constitute sufficient grounds for the annulment of the award and the forfeiture of bid security.

25 Time of Performance:

25.1 Time for Mobilisation

The work covered by this CONTRACT shall be commenced within fifteen (15) days, the date of letter/Fax of Intent and be completed in stages on or before the dates as mentioned in the TIME SCHEDULE OF COMPLETION OF WORK. The CONTRACTOR should bear in mind that time is the essence of this agreement. Request for revision of construction time after tenders are opened



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will not receive consideration. The above period of fifteen (15) days is included within the overall COMPLETION SCHEDULE, not over and above the completion time to any additional work or any other reasons.

25.2 Time Schedule of Construction:

25.2.1 The general Time Schedule of construction is given in the TENDER DOCUMENT. CONTRACTOR should prepare a detailed monthly or weekly construction program jointly with the ENGINEER-IN-CHARGE within 15 days of receipt of LETTER/FAX OF INTENT or ACCEPTANCE OF TENDER. The WORK shall be executed strictly as per the Time Schedule given in the CONTRACT DOCUMENT. The period of construction given includes the time required for mobilisation testing, rectifications, if any, retesting and completion in all respects in accordance with CONTRACT DOCUMENT to the entire satisfaction of the ENGINEER-IN-CHARGE.

25.2.2 The CONTRACTOR shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the WORK such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days from the date of LETTER/FAX OF INTENT. This network shall also indicate the interface facilities to be provided by the EMPLOYER and the dates by which such facilities are needed.

25.2.3 CONTRACTOR shall discuss the network so submitted with the EMPLOYER and the agreed network which may be in the form as submitted with the EMPLOYER or in revised form in line with the outcome of discussions shall form part of the CONTRACT, to be signed within fifteen (15) days from the date of LETTER OF ACCEPTANCE OF TENDER. During the performance of the CONTRACT, if in the opinion of the EMPLOYER proper progress is not maintained suitable changes shall be made in the CONTRACTOR's operation to ensure proper progress.

The above PERT network shall be reviewed periodically and reports shall be submitted by the CONTRACTOR as directed by EMPLOYER.

26 Force Majeure:

26.1 CONDITIONS FOR FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the CONTRACT the relative obligation of the party affected by such Force Majeures shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the EMPLOYER and the CONTRACTOR.



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Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligation suspended by the Force Majeures shall then stand extended by the period for which such cause lasts.

If deliveries of bought out items and/or works to be executed by the CONTRACTOR are suspended by Force Majeure conditions lasting for more than 2 (two) months the EMPLOYER shall have the option to terminate the CONTRACT or re-negotiate the contract provisions.

26.2 **OUTBREAK OF WAR**

26.2.1 If during the currency of the CONTRACT there shall be an outbreak of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the WORK the CONTRACTOR shall unless and until the CONTRACT is terminated under the provisions in this clause continue to use his best endeavour to complete the execution of the WORK, provided always that the EMPLOYER shall be entitled, at any time after such out-break of war to terminate or re-negotiate the CONTRACT by giving notice in writing to the CONTRACTOR and upon such notice being given the CONTRACT shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

26.2.2 If the CONTRACT shall be terminated under the provisions of the above clause, the CONTRACTOR shall with all reasonable diligence remove from the SITE all the CONTRACTOR's equipment and shall give similar facilities to his SUB-CONTRACTORS to do so.

27 **Price reduction schedule:**

27.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 26 here above or due to EMPLOYER's defaults, the Total Executed price shall be reduced by ½ % of the total Executed Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Executed Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand.

The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

27.2 All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.



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27.3 Bonus For Early Completion(*)

27.3 BONUS FOR EARLY COMPLETION

If the Contractor achieves completion of Works in all respect prior to the time schedule stipulated in the SCC, the Employer shall pay to the Contractor the relevant sum, if mentioned specifically in SCC, as bonus for early completion. The bonus for early completion, if provided specifically in SCC, shall be payable to the maximum ceiling of 2 ½ % of the total contract price.

(*) Partial earlier completion may not always produce net benefits to the Employer, for example where utilization of the completed Works requires (a) the fulfillment of all parts of the Contract (e.g. the training of personnel); or (b) the completion of all Sections (e.g. in pipeline laying, where early completion of the laying of pipeline would not be useful if the compressor is still under installation); or (c) certain seasonal effects to take place (e.g. onset of the rainy season, for impounding a reservoir); or (d) other circumstances. Also a more rapid drawdown of budgeted funds may be required. All such factors should be considered prior to the inclusion of a bonus clause in the Contract.

28 Rights of the employer to forfeit contract performance security:

28.1 Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the EMPLOYER shall be entitled to recover such sum by appropriating in part or whole the Contract Performance Security of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR shall pay to the EMPLOYER on demand any balance remaining due.

29 Failure by the contractor to comply with the provisions of the contract:

29.1 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the EMPLOYER at its option by written notice to the CONTRACTOR:

a) TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the EMPLOYER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the EMPLOYER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the EMPLOYER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.



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b) WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the EMPLOYER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the EMPLOYER.

29.2 In such events of Clause 29.1(a) or (b) above.

a) The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the EMPLOYER to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the EMPLOYER shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

b) The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the EMPLOYER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the EMPLOYER under the terms of the CONTRACT authorised or required to be reserved or retained by the EMPLOYER.

29.3 Before determining the CONTRACT as per Clause 29.1(a) or (b) provided in the judgement of the EMPLOYER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the EMPLOYER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.

29.4 The EMPLOYER shall also have the right to proceed or take action as per 29.1(a) or (b) above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the EMPLOYER to give any prior notice to the CONTRACTOR.

29.5 Termination of the CONTRACT as provided for in sub- clause 29.1(a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued upto the date of such termination.

30 Contractor remains liable to pay compensation if

30.1 In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 29.0 thereof shall have become



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**action not taken under
clause 29:**

exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the EMPLOYER putting in force the power under above sub-clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the CONTRACTOR's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

- 31 Change in constitution:** 31.1 Where the CONTRACTOR is a partnership firm, the prior approval of the EMPLOYER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 37 hereof and the same action may be taken and the same consequence shall ensue as provided in the said clause.
- 32 Termination of contract** 32(A) **TERMINATION OF CONTRACT FOR DEATH:**
If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partner dies then unless, the EMPLOYER is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing CONTRACT, he (the EMPLOYER) is entitled to cancel the CONTRACT for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR'S firm on account of the cancellation of CONTRACT. The decision of the EMPLOYER in such



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assessment shall be final and binding on the parties. In the event of such cancellation, the EMPLOYER shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of the CONTRACTOR'S firm liable for any damages for non-completion of CONTRACT.

32(B) TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY ETC.

If the Contractor shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, EMPLOYER shall be at liberty:-

To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to his providing a guarantee upto an amount to be agreed upon by EMPLOYER for due and faithful performance of the contract.

32 (C) TERMINATION OF CONTRACT FOR NON-PERFORMANCE AND SUBSEQUENTLY PUTTING THE CONTRACTOR ON HOLIDAY:

In case of termination of CONTRACT herein set forth (under clause 29.0) except under conditions of Force Majeure and termination after expiry of contract, the CONTRACTOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by IGGL. against any type of tender nor their offer will be considered by IGGL against any ongoing tender (s) where contract between IGGL and that particular CONTRACTOR (as a bidder) has not been finalized] for three years from the date of termination by IGGL. to such CONTRACTOR.

33 Members of the employer not individually liable:

33.1 No Director, or official or employee of the EMPLOYER/ CONSULTANT shall in any way be personally bound or liable for the acts or obligations of the EMPLOYER under the CONTRACT or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

34 Employer not bound by personal representations:

34.1 The CONTRACTOR shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

35 Contractor's office at site:

35.1 The CONTRACTOR shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications. The CONTRACTOR at all time shall maintain a site instruction book and compliance of these shall be communicated to the ENGINEER-IN CHARGE from time to time and the whole document to be preserved and handed over after completion of works.



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36 Contractor's subordinate staff and their conduct

- 36.1 The CONTRACTOR, on or after award of the WORK shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given. The CONTRACTOR shall also provide to the satisfaction of the ENGINEER-IN- CHARGE sufficient and qualified staff to superintend the execution of the WORK, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the CONTRACT in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the ENGINEER-IN-CHARGE additional properly qualified supervisory staff is considered necessary, they shall be employed by the CONTRACTOR without additional charge on accounts thereof. The CONTRACTOR shall ensure to the satisfaction of the ENGINEER-IN-CHARGE that SUB-CONTRACTORS, if any, shall provide competent and efficient supervision, over the work entrusted to them.
- 36.2 If and whenever any of the CONTRACTOR's or SUB-CONTRACTOR'S agents, sub-agents, assistants, foremen, or other employees shall in the opinion of ENGINEER-IN-CHARGE be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the EMPLOYER or the ENGINEER-IN-CHARGE, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the CONTRACTOR, is so directed by the ENGINEER-IN- CHARGE, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the WORKS without the written permission of the ENGINEER-IN- CHARGE. Any person so removed from the WORK shall be immediately re-placed at the expense of the CONTRACTOR by a qualified and competent substitute. Should the CONTRACTOR be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.
- 36.3 The CONTRACTOR shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the CONTRACTOR shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the CONTRACTOR shall be responsible therefore and relieve the EMPLOYER of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the ENGINEER-IN-CHARGE upon any matter arising under this clause shall be final. The CONTRACTOR shall be liable for any liability to EMPLOYER on account of deployment of CONTRACTOR's staff etc. or incidental or arising out of the execution of CONTRACT.

The CONTRACTOR shall be liable for all acts or omissions on the part of his staff, Foremen and Workmen and others in his employment, including misfeasance or negligence of whatever



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kind in the course of their work or during their employment, which are connected directly or indirectly with the CONTRACT.

36.4 If and when required by the EMPLOYER and CONTRACTOR's personnel entering upon the EMPLOYER's premises shall be properly identified by badges of a type acceptable to the EMPLOYER which must be worn at all times on EMPLOYER's premises. CONTRACTOR may be required to obtain daily entry passes for his staff/employees from EMPLOYER to work within operating areas. These being safety requirements, no relaxations on this account shall be given to CONTRACTOR.

36 Sub-letting of Works:

37.1 No part of the CONTRACT nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the CONTRACTOR directly or indirectly to any person, firm or corporation whatsoever without the consent in writing, of the ENGINEER/EMPLOYER except as provided for in the succeeding sub-clause.

i) SUB-CONTRACTS FOR TEMPORARY WORKS ETC.:

The EMPLOYER may give written consent to Sub- contract for the execution of any part of the WORK at the site, being entered in to by CONTRACTOR provided each individual Sub- contract is submitted to the ENGINEER-IN-CHARGE before being entered into and is approved by him.

ii) LIST OF SUB-CONTRACTORS TO BE SUPPLIED:

At the commencement of every month the CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE list of all SUB- CONTRACTORS or other persons or firms engaged by the CONTRACTOR and working at the SITE during the previous month with particulars of the general nature of the Subcontract or works done by them.

iii) CONTRACTOR'S LIABILITY NOT LIMITED BY SUB-CONTRACTORS: _

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the ENGINEER-IN-CHARGE shall have received copies of any Subcontracts, the contractor shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respects as if such sub-letting or Subcontracting had not taken place, and as if such work had been done directly by the CONTRACTOR. The CONTRACTOR shall bear all responsibility for any act or omission on the part of sub-contractors in regard to work to be performed under the CONTRACT.

iv) EMPLOYER MAY TERMINATE SUB-CONTRACTS: _

If any SUB-CONTRACTOR engaged upon the works at the site executes any works which in the opinion of the ENGINEER-IN-CHARGE is not in accordance with the CONTRACT documents, the EMPLOYER may by written notice to the CONTRACTOR request him to terminate such subcontract and the CONTRACTOR upon the receipt of



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such notice shall terminate such Subcontract and dismiss the SUB-CONTRACTOR(S) and the later shall forthwith leave the works, failing which the EMPLOYER shall have the right to remove such SUB- CONTRACTOR(S) from the site.

v) **NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE:**

No action taken by the EMPLOYER under the clause shall relieve the CONTRACTOR of any of his liabilities under the CONTRACT or give rise to any right or compensation, extension of time or otherwise failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site.

37 Power of entry:

38.1 If the CONTRACTOR shall not commence the WORK in the manner previously described in the CONTRACT documents or if he shall at any time in the opinion of the ENGINEER-IN-CHARGE.

- i) fail to carry out the WORK in conformity with the CONTRACT documents, or
- ii) fail to carry out the WORK in accordance with the Time Schedule, or
- iii) substantially suspend work or the WORK for a period of fourteen days without authority from the ENGINEER-IN-CHARGE, or
- iv) fail to carry out and execute the WORK to the satisfaction of the ENGINEER-IN-CHARGE, or
- v) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or
- vi) Commit, suffer, or permit any other breach of any of the provisions of the CONTRACT on his part to be performed or observed or persist in any of the above mentioned breaches of the CONTRACT for fourteen days, after notice in writing shall have been given to the CONTRACTOR by the ENGINEER-IN-CHARGE requiring such breach to be remedied, or
- vii) if the CONTRACTOR shall abandon the WORK, or
- viii) If the CONTRACTOR during the continuance of the CONTRACT shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction

then in any such case, the EMPLOYER shall have the power to enter upon the WORK and take possession thereof and of the materials, temporary WORK, construction plant, and stock thereon, and to revoke the CONTRACTOR's licence to use the same, and to complete the WORK by his agents, other CONTRACTORS or workmen or to relate the same upon any terms and to such other person, firm or corporation as the



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EMPLOYER in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorise the use of any materials, temporary work, CONSTRUCTION PLANT, and stock as aforesaid, without making payment or allowance to the CONTRACTOR for the said materials other than such as may be certified in writing by the ENGINEER-IN-CHARGE to be reasonable, and without making any payment or allowance to the CONTRACTOR for the use of the temporary said works, construction plant and stock or being liable for any loss or damage thereto, and if the EMPLOYER shall by reason of his taking possession of the WORK or of the WORK being completed by other CONTRACTOR (due account being taken of any such extra work or works which may or be omitted) then the amount of such excess as certified by the ENGINEER-IN-CHARGE shall be deducted from any money which may be due for work done by the CONTRACTOR under the CONTRACT and not paid for. Any deficiency shall forthwith be made good and paid to the EMPLOYER by the CONTRACTOR and the EMPLOYER shall have power to sell in such manner and for such price as he may think fit all or any of the construction plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.

38 Contractor's responsibility with the mechanical, electrical, intercommunication system, air conditioning contractors and other agencies:

39.1 Without repugnance of any other condition, it shall be the responsibility of the CONTRACTOR executing the work of civil construction, to work in close cooperation and coordinate the WORK with the Mechanical, Electrical, Air-conditioning and Intercommunication Contractor's and other agencies or their authorised representatives, in providing the necessary grooves, recesses, cuts and opening etc., in wall, slabs beams and columns etc. and making good the same to the desired finish as per specification, for the placement of electrical, intercommunication cables, conduits, air-conditioning inlets and outlets grills and other equipments etc. where required. For the above said requirements in the false ceiling and other partitions, the CONTRACTOR before starting-up the work shall in consultation with the Electrical, Mechanical, Intercommunication, Air-conditioning contractor and other agencies prepare and put-up a joint scheme, showing the necessary openings, grooves, recesses, cuts, the methods of fixing required for the WORK of the aforesaid, and the finishes therein, to the ENGINEER-IN-CHARGE and get the approval. The CONTRACTOR before finally submitting the scheme to the ENGINEER-IN-CHARGE, shall have the written agreement of the other agencies. The ENGINEER-IN-CHARGE, before communicating his approval to the scheme, with any required modification, shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above.

The CONTRACTOR shall confirm in all respects with provision of any statutory regulations, ordinances or byelaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the WORK or any temporary works. The CONTRACTOR shall keep the EMPLOYER indemnified against all penalties and liabilities of every kind, arising out of non-adherence to such stains, ordinances, laws, rules, regulations, etc.



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- 40 Other agencies at site:** 40.1 The CONTRACTOR shall have to execute the WORK in such and conditions where other agencies will also be engaged for other works such as site grading, filling, and levelling, electrical and mechanical engineering works, etc. No claim shall be entertained due to WORK being executed in the above circumstances.
- 41 Notice:**
- 41.1 TO THE CONTRACTOR:
- Any notice hereunder may be served on the CONTRACTOR or his duly authorised representative at the job site or may be served by registered mail direct to the address furnished by the CONTRACTOR. Proof of issue of any such notice could be conclusive of the CONTRACTOR having been duly informed of all contents therein.
- 41.2 TO THE EMPLOYER:
- Any notice to be given to the EMPLOYER under the terms of the CONTRACTOR shall be served by sending the same by Registered mail to or delivering the same at the respective site offices of M/S. IGGL addressed to the HEAD/SITE-IN CHARGE.
- 42 Right of various interests:**
- 42.1 i) The EMPLOYER reserves the right to distribute the work more than one agency (ies). The CONTRACTOR shall cooperate and afford other agency(ies) reasonable opportunity for access to the WORK for the carriage and storage of materials and execution of their works.
- ii) Wherever the work being done by any department of the EMPLOYER or by other agency(ies) employed by the EMPLOYER is contingent upon WORK covered by this CONTRACT, the respective rights of the various interests involved shall be determined by the ENGINEER-IN-CHARGE to secure the completion of the various portions of the work in general harmony.
- 43 Patents and royalties:**
- 43.1 The CONTRACTOR, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practised or employed in the performance of this CONTRACT, agrees to pay all royalties and licence fees which may be due with respect thereto. If any equipment, machinery, materials, composition of matters, be used or supplied or methods and processes to be practised or employed in the performance of this CONTRACT, is covered by a patent under which the CONTRACTOR is not licensed then the CONTRACTOR before supplying or using the equipment, machinery materials, composition method or processes shall obtain such licences and pay such royalties and licence fees as may be necessary for performance of this CONTRACT. In the event the CONTRACTOR fails to pay any such royalty or obtain any such licence, any suit for infringement of such patents which is brought against the CONTRACTOR or the EMPLOYER as a result such failure will be defended by the CONTRACTOR at his own expense and the CONTRACTOR will pay any damages and costs awarded in such suit. The CONTRACTOR shall promptly notify the EMPLOYER if the CONTRACTOR has acquired the knowledge of any plant under



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which a suit for infringement could be reasonably brought because of the use by the EMPLOYER of any equipment, machinery, materials, process, methods to be supplied hereunder. The CONTRACTOR agrees to and does hereby grant to EMPLOYER, together with the right to extend the same to any of the subsidiaries of the EMPLOYER as irrevocable, royalty free licence to use in any country, any invention made by the CONTRACTOR or his employee in or as result of the performance of the WORK under the CONTRACT.

43.2 All charges on account of royalty, tollage, rent, octroi terminal or sales tax and/or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the EMPLOYER) shall be borne by the CONTRACTOR.

43.3 The CONTRACTOR shall not sell or otherwise dispose of or remove except for the purpose of this CONTRACT, the sand, stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the WORK or any building or produce upon the site at the time of delivery of the possession thereof, but all such substances, materials, buildings and produce shall be the property of the EMPLOYER provided that the CONTRACTOR may with the permission of the ENGINEER-IN-CHARGE, use the same for the purpose of the work by payment of cost of the same at such a rate as may be determined by the ENGINEER-IN-CHARGE.

43.4 The EMPLOYER shall indemnify and save harmless the CONTRACTOR from any loss on account of claims against CONTRACTOR for the contributory infringement of patent rights arising out and based upon the claim that the use of the EMPLOYER of the process included in the design prepared by the EMPLOYER and used in the operation of the plant infringes on any patent right. With respect to any subcontract entered into by CONTRACTOR pursuant to the provisions of the relevant clause hereof, the CONTRACTOR shall obtain from the SUB-CONTRACTOR an undertaking to provide the EMPLOYER with the same patent protection that CONTRACTOR is required to provide under the provisions of this clause.

44 Liens:

44.1 If, at any time there should be evidence or any lien or claim for which the EMPLOYER might have become liable and which is chargeable to the CONTRACTOR, the EMPLOYER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the EMPLOYER against such lien or claim and if such lien or claim be valid, the EMPLOYER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the EMPLOYER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. EMPLOYER reserves the right to do the same.

44.2 The EMPLOYER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.



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- 44.3 The final payment shall not become due until the CONTRACTOR delivers to the ENGINEER-IN-CHARGE a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the CONTRACTOR in a form approved by ENGINEER-IN-CHARGE that all invoices for labour, materials, services have been paid in lien thereof and if required by the ENGINEER-IN-CHARGE in any case an affidavit that so far as the CONTRACTOR has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.
- 44.4 CONTRACTOR will indemnify and hold the EMPLOYER harmless, for a period of two years after the issue of FINAL CERTIFICATE, from all liens and other encumbrances against the EMPLOYER on account of debts or claims alleged to be due from the CONTRACTOR or his SUB-CONTRACTOR to any person including SUB- CONTRACTOR and on behalf of EMPLOYER will defend at his own expense, any claim or litigation brought against the EMPLOYER or the CONTRACTOR in connection therewith. CONTRACTOR shall defend or contest at his own expense any fresh claim or litigation by any person including his SUB-CONTRACTOR, till its satisfactory settlement even after the expiry of two years from the date of issue of FINAL CERTIFICATE.
- 45 Delays by employer or his authorised agents:**
- 45.1 In case the CONTRACTOR's performance is delayed due to any act omission on the part of the EMPLOYER or his authorised agents, then the CONTRACTOR shall be given due extension of time for the completion of the WORK, to the extent such omission on the part of the EMPLOYER has caused delay in the CONTRACTOR's performance of his WORK.
- 45.2 No adjustment in CONTRACT PRICE shall be allowed for reasons of such delays and extensions granted except as provided in TENDER DOCUMENT, where the EMPLOYER reserves the right to seek indulgence of CONTRACTOR to maintain the agreed Time Schedule of Completion.
- In such an event the CONTRACTOR shall be obliged for working by CONTRACTOR's personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets.
- 46 Payment if the contract is terminated:**
- 46.1 If the CONTRACT shall be terminated as per Tender pursuant to Clause no. 29 of GCC, the CONTRACTOR shall be paid by the EMPLOYER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:
- a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN- CHARGE of any such items or service comprised in which has been partially carried out or performed.



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- b) Any other expenses which the CONTRACTOR has expended for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by EMPLOYER for payment, based on documentary evidence of his having incurred such expenses.
- 46.2 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the EMPLOYER.
- c) Any and all completed works.
- d) Such partially completed WORK including drawings, informations and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.
- 46 No waiver of rights:** 47.1 Neither the inspection by the EMPLOYER or any of their officials, employees, or agents nor any order by the EMPLOYER for payment of money or any payment for or acceptance of the whole or any part of the Work by the EMPLOYER nor any extension of time, nor any possession taken by EMPLOYER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the EMPLOYER, or any right to damages herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.
- 47 Certificate not to affect right of employer and liability of contractor:** 48.1 No interim payment certificate(s) issued by the Engineer-in-Charge of the EMPLOYER, nor any sum paid on account by the EMPLOYER, nor any extension of time for execution of the work granted by EMPLOYER shall affect or prejudice the rights of the Employer against the CONTRACTOR or relieve the CONTRACTOR of his obligations for the due performance of the CONTRACT, or be interpreted as approval of the WORK done or of the equipment supplied and no certificate shall create liability for the EMPLOYER to pay for alterations, amendments, variations or additional works not ordered, in writing, by EMPLOYER or discharge the liability of the CONTRACTOR for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the EMPLOYER.
- 49 Language and measures:** 49.1 All documents pertaining to the CONTRACT including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions, DRAWINGS, or any other writing shall be written in English language. The Metric System of measurement shall be used in the CONTRACT unless otherwise specified.
- 50 Transfer of title:** 50.1 The title of Ownership of supplies furnished by the CONTRACTOR shall not pass on to the EMPLOYER for all Supplies till the same are finally accepted by the EMPLOYER after the successful completion of PERFORMANCE TEST and GUARANTEE TEST and issue of FINAL CERTIFICATE.
- 50.2 However, the EMPLOYER shall have the lien on all such works performed as soon as any advance or progressive payment is made by the EMPLOYER to the CONTRACTOR and the



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CONTRACTOR shall not subject these works for use other than those intended under this CONTRACT.

- 51 Release of information:** 51.1 The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Work under this CONTRACT or description of the site dimensions, quantity, quality or other information, concerning the Work unless prior written permission has been obtained from the EMPLOYER.
- 52 Brand names:** 52.1 The specific reference in the SPECIFICATIONS and documents to any material by trade name, make or catalogue number shall be construed as establishing standard or quality and performance and not as limited competition. However, TENDERER may offer other similar equipments provided it meets the specified standard design and performance requirements.
- 53 Completion of contract:** 53.1 Unless otherwise terminated under the provisions of any other relevant clause, this CONTRACT shall be deemed to have been completed at the expiration of the PERIOD OF LIABILITY as provided for under the CONTRACT.
- 54 Spares:** 54.1 The CONTRACTOR shall furnish to the EMPLOYER all spares required for COMMISSIONING of the plants, recommendatory and/or mandatory spares, which are required essential by the manufacturer/supplier. The same shall be delivered at SITE, 3(Three) months before COMMISSIONING.
- Also the CONTRACTOR should furnish the manufacturing drawings for fast wearing spares.
- 54.2 The CONTRACTOR guarantees the EMPLOYER that before the manufacturers of the equipments, plants and machineries go out of production of spare parts for the equipment furnished and erected by him, he shall give at least twelve (12) months' advance notice to the EMPLOYER, so that the latter may order his requirement of spares in one lot, if he so desires.

SECTION-V PERFORMANCE OF WORK

- 55 Execution of work:** 55.1 All the Works shall be executed in strict conformity with the provisions of the CONTRACT Documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time to the CONTRACTOR by the ENGINEER-IN-CHARGE whether mentioned in the CONTRACT or not. The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT.



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56 Co-ordination and inspection of Work:	56.1	The coordination and inspection of the day-to-day work under the CONTRACT shall be the responsibility of the ENGINEER-IN-CHARGE. The written instruction regarding any particular job will normally be passed by the ENGINEER-IN-CHARGE or his authorised representative. A work order book will be maintained by the CONTRACTOR for each sector in which the aforesaid written instructions will be entered. These will be signed by the CONTRACTOR or his authorised representative by way of acknowledgement within 12 hours.
57 Work in monsoon and dewatering:	57.1	Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon also. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.
	57.2	During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water at his own cost.
58 Work on Sundays and Holidays:	58.1	For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the EMPLOYER shall have no liability whatsoever on this account.
59 General conditions for construction and erection work:	59.1	The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the EMPLOYER will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the CONTRACTOR should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the EMPLOYER on this account. For carrying out work beyond working hours the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his authorised representative and obtain his prior written permission.
	59.2	The CONTRACTOR must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The EMPLOYER will not entertain any claim for idle time payment whatsoever.
	59.3	The CONTRACTOR shall submit to the EMPLOYER/ENGINEER-IN-CHARGE reports at regular intervals regarding the state and progress of WORK. The details and proforma of the report will mutually be agreed after the award of CONTRACT. The CONTRACTOR shall provide display boards showing progress and labour strengths at worksite, as directed by the ENGINEER-IN-CHARGE.

60 Alterations in specifications, design and extra works:

60.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lumpsum firm price/item rate quoted by him, the EMPLOYER will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where the EMPLOYER requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT.

In such cases, a change order will be initialled by the CONTRACTOR at the appropriate time for the EMPLOYER's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.

60.2 The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carry out the such altered/ extra/ new items of WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER-IN- CHARGE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall be carried out by the CONTRACTOR on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN-CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions:-

I. For Item Rate Contract

- a) If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as are specified in the CONTRACT.
- b) If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN-CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding on the CONTRACTOR.



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- c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause(s) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER-IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.
- d) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 10% (ten percent) to cover all contingencies, overhead, profits to arrive at the rates.
- e) Provisions contained in the Sub-clause (a) & (d) above shall, however, not apply for the following:-

Where the value of additions of new items together with the value of alterations, additions/deletions or substitutions does not exceed by or is not less than plus/minus ($\pm$) 25% of the VALUE OF CONTRACT. The item rates in the Schedule of Rates shall hold good for all such variations between the above mentioned limits, irrespective of any increase/decrease of quantities in the individual items of Schedule of Rates.

Where the value of addition of new items together with the value of alterations, additions/deletions or substitutions reduces more than 25% of the contract value but is within the following limits the tenderer shall be paid compensation for decrease in the value of work, as follows:

S.No.	Range of Variation	Percentage compensation for decrease in the value of work in the respective range.
a)	Beyond (+) 25% upto & inclusive of (+) 50%	No increase and/or decrease shall be applicable for the Schedule of Rates



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(The rates quoted for this increase shall be valid).

- b) Beyond (-) 25% upto & inclusive of(-) 50%
- For reduction beyond 25% contractor shall be compensated by an amount equivalent to 10% of the reduction in value of the contract as awarded. For example if the actual contract value is 70% of awarded value then compensation shall be 10% of (75-70) i.e. 0.5% of awarded contract value.

II. For Lumpsum Contracts

CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN- CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.

61 Drawings to be supplied by the employer

- 61.1 The drawings attached with tender are only for the general guidance to the CONTRACTOR to enable him to visualize the type of work contemplated and scope of work involved. The CONTRACTOR will be deemed to have studied the DRAWINGS and formed an idea about the WORK involved.
- 61.2 Detailed working drawings on the basis of which actual execution of the WORK is to proceed, will be furnished from time to time during the progress of the work. The CONTRACTOR shall be deemed to have gone through the DRAWINGS supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the ENGINEER-IN-CHARGE discrepancies, if any, therein before actually carrying out the Work.
- 61.3 Copies of all detailed working drawings relating to the WORK shall be kept at the CONTRACTOR's office on the site and shall be made available to the ENGINEER-IN- CHARGE at any time during the CONTRACT. The drawings and other documents issued by the EMPLOYER shall be returned to the EMPLOYER on completion of the WORK.



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62 Drawings to be supplied by the contractor:

62.1 The drawings/date which are to be furnished by the CONTRACTOR are enumerated in the special conditions of contract, and shall be furnished within the specified time.

62.2 Where approval/review of drawings before manufacture/construction/fabrication has been specified, it shall be CONTRACTOR's responsibility to have these drawings prepared as per the directions of ENGINEER-IN-CHARGE and got approved before proceeding with manufacture/construction/fabrication as the case may be. Any change that may have become necessary in these drawings during the execution of the work shall have to be carried out by the CONTRACTOR to the satisfaction of ENGINEER-IN-CHARGE at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the CONTRACTOR and ENGINEER-IN-CHARGE.

"Certified true for _____
(Name of Work)

Agreement

No. _____

Signed: _____

(CONTRACTOR)
(ENGINEER-IN-CHARGE)

62.3 The DRAWINGS submitted by the CONTRACTOR shall be reviewed by the ENGINEER-IN-CHARGE as far as practicable within 3 (Three) weeks and shall be modified by the CONTRACTOR, if any modifications and/or corrections are required by the ENGINEER-IN-CHARGE. The CONTRACTOR shall incorporate such modifications and/or corrections and submit the final drawings for approval. Any delays arising out of failure by the CONTRACTOR to rectify the drawing in good time shall not alter the Contract Completion Time.

62.4 As built drawings showing all corrections, adjustments etc. shall be furnished by the CONTRACTOR in six copies and one transparent for record purposed to the EMPLOYER.

63 Setting out works:

63.1 The ENGINEER-IN-CHARGE shall furnish the CONTRACTOR with only the four corners of the Works site and a level bench mark and the CONTRACTOR shall set out the Works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

63.2 The CONTRACTOR shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal of disturbance should the same take place and for their



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efficient and timely reinstatement. The CONTRACTOR shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the CONTRACTOR. The work shall be set out to the satisfaction of the ENGINEER-IN-CHARGE. The approval there of joining with the CONTRACTOR by the ENGINEER- IN-CHARGE in setting out the work, shall not relieve the CONTRACTOR of any of his responsibility.

63.3 Before beginning the Works, the CONTRACTOR shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the works in accordance with the schemes for bearing marks acceptable to the ENGINEER-IN-CHARGE. The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the ENGINEER-IN-CHARGE in writing but such approval shall not relieve the CONTRACTOR of any of his responsibilities. The CONTRACTOR shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.

63.4 Pillars bearing geodetic marks located at the sites of units of WORKS under construction should be protected and fenced by the CONTRACTOR.

63.5 On completion of WORK, the CONTRACTOR must submit the geodetic documents according to which the WORK was carried out.

64 Responsibility for level and alignment:

64.1 The CONTRACTOR shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the WORK and shall rectify effectively any errors or imperfections therein, such rectifications shall be carried out by the CONTRACTOR, at his own cost, when instructions are issued to that effect by the ENGINEER- IN-CHARGE.

65 Materials to be supplied by contractor:

65.1 The CONTRACTOR shall procure and provide within the VALUE OF CONTRACT the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the WORK except the materials which will be issued by the EMPLOYER and shall make his own arrangement for procuring such materials and for the transport thereof. The EMPLOYER may give necessary recommendation to the respective authority if so desired by the CONTRACTOR but assumes no further responsibility of any nature. The EMPLOYER will insist on the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers.



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- 65.2 The CONTRACTOR shall properly store all materials either issued to him or brought by him to the SITE to prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The CONTRACTOR shall maintain sufficient stocks of all materials required by him.
- 65.3 No material shall be despatched from the CONTRACTOR's stores before obtaining the approval in writing of the ENGINEER-IN-CHARGE.
- 66 Stores supplied by the employer:**
- 66.1 If the SPECIFICATION of the WORK provides for the use of any material of special description to be supplied from the EMPLOYER's stores or it is required that the CONTRACTOR shall use certain stores to be provided by the ENGINEER-IN-CHARGE, such materials and stores, and price to be charged there for as hereinafter mentioned being so far as practicable for the convenience of the CONTRACTOR, but not so as in any way to control the meaning or effect of the CONTRACT, the CONTRACTOR shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the CONTRACT only. The sums due from the CONTRACTOR for the value of materials supplied by the EMPLOYER will be recovered from the running account bill on the basis of the actual consumption of materials in the works covered and for which the running account bill has been prepared. After the completion of the WORK, however, the CONTRACTOR has to account for the full quantity of materials supplied to him as per relevant clauses in this document.
- 66.2 The value of the stores/materials as may be supplied to the CONTRACTOR by the EMPLOYER will be debited to the CONTRACTOR's account at the rates shown in the schedule of materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the CONTRACT shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the EMPLOYER's stores. All materials so supplied to the CONTRACTOR shall remain the absolute property of the EMPLOYER and shall not be removed on any account from the SITE of the WORK, and shall be at all times open for inspection to the ENGINEER-IN-CHARGE. Any such materials remaining unused at the time of the completion or termination of the CONTRACT shall be returned to the EMPLOYER's stores or at a place as directed by the ENGINEER-IN-CHARGE in perfectly good condition at CONTRACTOR's cost.
- 67 Conditions for issue of materials:**
- 67.1 i) Materials specified as to be issued by the EMPLOYER will be supplied to the CONTRACTOR by the EMPLOYER from his stores. It shall be responsibility of the CONTRACTOR to take delivery of the materials and arrange for its loading, transport and unloading at the SITE of WORK at his own cost. The materials shall be issued between the working hours and as per the rules of the EMPLOYER as framed from time to time.



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- ii) The CONTRACTOR shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
- iii) Materials specified as to be issued by the EMPLOYER shall be issued in standard sizes as obtained from the manufacturers.
- iv) The CONTRACTOR shall construct suitable Godowns at the SITE of WORK for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.
- v) It shall be duty of the CONTRACTOR to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the EMPLOYER, it shall be the responsibility of the CONTRACTOR to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost according to the instructions of the ENGINEER-IN-CHARGE.
- vi) The EMPLOYER shall not be liable for delay in supply or non-supply of any materials which the EMPLOYER has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the EMPLOYER. In no case, the CONTRACTOR shall be entitled to claim any compensation or loss suffered by him on this account.
- vii) It shall be responsibility of the CONTRACTOR to arrange in time all materials required for the WORK other than those to be supplied by the EMPLOYER. If, however, in the opinion of the ENGINEER-IN-CHARGE the execution of the WORK is likely to be delayed due to the CONTRACTOR's inability to make arrangements for supply of materials which normally he has to arrange for, the ENGINEER-IN-CHARGE shall have the right at his own discretion to issue such materials, if available with the EMPLOYER or procure the materials from the market or as elsewhere and the CONTRACTOR will be bound to take such materials at the rates decided by the ENGINEER-IN-CHARGE. This, however, does not in any way absolve the CONTRACTOR from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur nor shall this constitute a reason for the delay in the execution of the WORK.



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- viii) None of the materials supplied to the CONTRACTOR will be utilised by the CONTRACTOR for manufacturing item which can be obtained as supplied from standard manufacturer in finished form.
- ix) The CONTRACTOR shall, if desired by the ENGINEER-IN-CHARGE, be required to execute an Indemnity Bond in the prescribed form for safe custody and accounting of all materials issued by the EMPLOYER.
- x) The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE sufficiently in advance a statement showing his requirement of the quantities of the materials to be supplied by the EMPLOYER and the time when the same will be required by him for the works, so as to enable the ENGINEER-IN-CHARGE to make necessary arrangements for procurement and supply of the material.
- xi) Account of the materials issued by the EMPLOYER shall be maintained by CONTRACTOR indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the ENGINEER-IN-CHARGE along with all connected papers viz. requisitions, issues, etc., and shall be always available for inspection in the CONTRACTOR's office at SITE.
- xii) The CONTRACTOR should see that only the required quantities of materials are got issued. The CONTRACTOR shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores where from they were issued or to the place as directed by the ENGINEER-IN-CHARGE.
- xiii) Materials/Equipment(s) supplied by EMPLOYER shall not be utilised for any purpose(s) than issued for.

68 Material procured with assistance of employer/return of surplus:

68.1 Notwithstanding anything contained to the contrary in any or all the clauses of this CONTRACT where any materials for the execution of the CONTRACT are procured with the assistance of the EMPLOYER either by issue from EMPLOYER's stock or purchases made under order or permits or licences issued by Government, the CONTRACTOR shall hold the said materials as trustee for the EMPLOYER and use such materials economically and solely for the purpose of the CONTRACT and not dispose them off without the permission of the EMPLOYER and return, if required by the ENGINEER-IN-CHARGE, shall determine having due regard to the condition of the materials. The price allowed to the CONTRACTOR, however, shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the ENGINEER-IN-CHARGE shall be final and conclusive in such matters. In the event of breach of the aforesaid



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condition, the CONTRACTOR shall, in terms of the licences or permits and/or criminal breach of trust, be liable to compensate the EMPLOYER at double rate or any higher rate, in the event of those materials at that time having higher rate or not being available in the market, then any other rate to be determined by the ENGINEER-IN-CHARGE and his decision shall be final and conclusive.

69 Materials obtained from dismantling:

69.1 If the CONTRACTOR in the course of execution of the WORK is called upon to dismantle any part for reasons other than those stipulated in Clauses 74 and 77 hereunder, the materials obtained in the WORK of dismantling etc., will be considered as the EMPLOYER's property and will be disposed off to the best advantage of the EMPLOYER.

70 Articles of value found:

70.1 All gold, silver and other minerals of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the SITE, shall be the property of the EMPLOYER and the CONTRACTOR shall duly preserve the same to the satisfaction of the ENGINEER-IN-CHARGE and shall from time to time deliver the same to such person or persons indicated by the EMPLOYER.

71 Discrepancies between instructions:

71.1 Should any discrepancy occur between the various instructions furnished to the CONTRACTOR, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the CONTRACTOR's staff and the ENGINEER-IN-CHARGE's staff, the CONTRACTOR shall refer the matter immediately in writing to the ENGINEER-IN-CHARGE whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

72 Action where no specification is issued:

72.1 In case of any class of WORK for which there is no SPECIFICATION supplied by the EMPLOYER as mentioned in the Tender Documents such WORK shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the WORK should be carried out as per standard Engineering Practice subject to the approval of the ENGINEER-IN-CHARGE.

73 Inspection of Works:

73.1 The ENGINEER-IN-CHARGE will have full power and authority to inspect the WORK at any time wherever in progress either on the SITE or at the CONTRACTOR's premises/workshops wherever situated, premises/ workshops of any person, firm or corporation where WORK in connection with the CONTRACT may be in hand or where materials are being or are to be supplied, and the CONTRACTOR shall afford or procure for the ENGINEER-IN-CHARGE every facility and assistance to carry out such inspection. The CONTRACTOR shall, at all time during the usual working hours and at all other time at



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which reasonable notice of the intention of the ENGINEER-IN-CHARGE or his representative to visit the WORK shall have been given to the CONTRACTOR, either himself be present or receive orders and instructions, or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the CONTRACTOR's agent shall be considered to have the same force as if they had been given to the CONTRACTOR himself. The CONTRACTOR shall give not less than seven days notice in writing to the ENGINEER-IN-CHARGE before covering up or otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at CONTRACTOR's expense for carrying out such measurement or inspection.

73.2 No material shall be despatched from the CONTRACTOR's stores before obtaining the approval in writing of the Engineer-in-Charge.

The CONTRACTOR is to provide at all time during the progress of the WORK and the maintenance period, proper means of access with ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurements of the WORK by the ENGINEER-IN-CHARGE.

73.3 The CONTRACTOR shall make available to the ENGINEER-IN-CHARGE free of cost all necessary instruments and assistance in checking or setting out of WORK and in the checking of any WORK made by the CONTRACTOR for the purpose of setting out and taking measurements of Work.

74 Tests for quality of Work:

74.1 All workmanship shall be of the respective kinds described in the CONTRACT DOCUMENTS and in accordance with the instructions of the ENGINEER-IN-CHARGE and shall be subjected from time to time to such test at CONTRACTOR's cost as the ENGINEER-IN-CHARGE may direct at the place of manufacture or fabrication or on the site or at all or any such places. The CONTRACTOR shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the ENGINEER-IN-CHARGE.

74.2 All the tests that will be necessary in connection with the execution of the WORK as decided by the ENGINEER-IN-CHARGE shall be carried out at the field testing laboratory of the EMPLOYER by paying the charges as decided by the EMPLOYER from time to time. In case of non-availability of testing facility with the EMPLOYER, the required test shall be carried out at the cost of CONTRACTOR at Government or any other testing laboratory as directed by ENGINEER-IN-CHARGE.

74.3 If any tests are required to be carried out in conjunction with the WORK or materials or workmanship not supplied by the CONTRACTOR, such tests shall be carried out by the CONTRACTOR as per instructions of



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ENGINEER-IN-CHARGE and cost of such tests shall be reimbursed by the EMPLOYER.

75 Samples for approval:	75.1	The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE for approval, when requested or if required by the specifications, adequate samples of all materials and finished to be used in the WORK. Such samples shall be submitted before the WORK is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual WORK shall be fully equal to the approved samples.
76 Action and compensation in case of bad work:	76.1	If it shall appear to the ENGINEER-IN-CHARGE that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the CONTRACTOR for the execution of the WORK are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the CONTRACT, the CONTRACTOR shall on demand in writing from the ENGINEER-IN-CHARGE or his authorised representative specifying the WORK, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the WORK so specified and provide other proper and suitable materials or articles at his own cost and in the event of failure to do so within the period specified by the ENGINEER-IN-CHARGE in his demand aforesaid, the CONTRACTOR shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole WORK, for every week limited to a maximum of 10% (ten percent) of the value of the whole WORK, while his failure to do so shall continue and in the case of any such failure the ENGINEER-IN-CHARGE may on expiry of notice period rectify or remove and re-execute the WORK or remove and replaced with others, the materials or articles complained of to as the case may be at the risk and expense in all respects of the CONTRACTOR. The decision of the Engineering-in-charge as to any question arising under this clause shall be final and conclusive.
77 Suspension of Works:	77.1	i) Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed there with. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKS as aforesaid will be granted to the CONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR.



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- ii) In case of suspensions of entire WORK, ordered in writing by ENGINEER-IN-CHARGE, for a period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT.
- 78 Employer may do part of work:**
- 78.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the EMPLOYER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipments and materials on such parts of the WORK, as the EMPLOYER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the EMPLOYER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the EMPLOYER.
- 79 Possession prior to completion:**
- 79.1 The ENGINEER-IN-CHARGE shall have the right to take possession of or use any completed or partially completed WORK or part of the WORK. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the CONTRACT agreement. If such prior possession or use by the ENGINEER-IN-CHARGE delays the progress of WORK, equitable adjustment in the time of completion will be made and the CONTRACT agreement shall be deemed to be modified accordingly.
- 80 Defects Liability Period (Twelve months period of liability from the date of issue of completion certificate):**
- 80.1 The CONTRACTOR shall guarantee the installation/WORK for a period of 12 months from the date of completion of WORK as certified by the ENGINEER-IN-CHARGE which is indicated in the Completion Certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the CONTRACTOR at his own expense as deemed necessary by the ENGINEER-IN-CHARGE or in default, the ENGINEER-IN-CHARGE may carry out such works by other work and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 100% towards overheads (of which the certificate of ENGINEER-IN-CHARGE shall be final) from any sums that may then be or at any time thereafter, become due to the CONTRACTOR or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof.
- 80.2 If the CONTRACTOR feels that any variation in WORK or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of the ENGINEER-IN-CHARGE in writing.
- If during the period of liability any portion of the WORK/equipment, is found defective and is rectified/ replaced, the period of liability for such equipment/ portion



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of WORK shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of WORK/ equipment only. Notwithstanding the above provisions the supplier's, guarantees/warantees for the replaced equipment shall also be passed on to the EMPLOYER.

80.3 LIMITATION OF LIABILITY

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

81 Care of works:

81.0 From the commencement to completion of the WORK, the CONTRACTOR shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the WORK shall be in good order and in conformity in every respects with the requirement of the CONTRACT and the ENGINEER-IN-CHARGE's instructions.

81.1 DEFECTS PRIOR TO TAKING OVER:

If at any time, before the WORK is taken over, the ENGINEER-IN-CHARGE shall:

- a) Decide that any works done or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfill the requirements of CONTRACT (all such matters being hereinafter, called 'Defects' in this clause), and
- b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified.

In case CONTRACTOR shall fail to do so, the EMPLOYER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the EMPLOYER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose



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for which they are intended and except for maintenance there of provided in clause 80.1 of General Conditions of Contract) and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the EMPLOYER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the EMPLOYER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, notwithstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.

81.2 DEFECTS AFTER TAKINGOVER:

In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACT or that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally one month. If any defect be not remedied within a reasonable time, the EMPLOYER may proceed to do the WORK at CONTRACTOR's risk and expense and deduct from the final bill such amount as may be decided by the EMPLOYER.

If by reason of any default on the part of the CONTRACTOR a COMPLETION CERTIFICATE has not been issued in respect of any portion of the WORK within one month after the date fixed by the CONTRACT for the completion of the WORK, the EMPLOYER shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.

82 Guarantee/transfer of guarantee:

82.1 For works like water-proofing, acid and alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the CONTRACTOR shall invariably engage SUB-CONTRACTORS who are specialists in the field and firms of repute and such a SUB-CONTRACTOR shall furnish guarantees for their workmanship to the EMPLOYER, through the CONTRACTOR. In case such a SUB-CONTRACTOR/firm is not prepared to furnish a guarantee to the EMPLOYER, the CONTRACTOR shall give that guarantee to the EMPLOYER directly.



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83 Training of employer's personnel:

83.1 The CONTRACTOR undertakes to provide training to Engineering personnel selected and sent by the EMPLOYER at the works of the CONTRACTOR without any cost to the EMPLOYER. The period and the nature of training for the individual personnel shall be agreed upon mutually between the CONTRACTOR and the EMPLOYER. These engineering personnel shall be given special training at the shops, where the equipment will be manufactured and/ or in their collaborator's works and where possible, in any other plant where equipment manufactured by the CONTRACTOR or his collaborators is under installation or test to enable those personnel to become familiar with the equipment being furnished by the CONTRACTOR. EMPLOYER shall bear only the to and fro fare of the said engineering personnel.

84 Replacement of defective parts and materials:

84.1 If during the progress of the WORK, EMPLOYER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipments upto the standards of the specifications. In case the CONTRACTOR fails to do so, EMPLOYER may on giving the CONTRACTOR 7 (seven) day's notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of CONTRACTOR's, perform all such works or furnish all such equipments provided that nothing in the clause shall be deemed to deprive the EMPLOYER of or affect any rights under the CONTRACT, the EMPLOYER may otherwise have in respect of such defects and deficiencies.

84.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the EMPLOYER of the extra cost, of such replacements procured including erection/installation as provided for in the CONTRACT; such extra cost being the ascertained difference between the price paid by the EMPLOYER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the EMPLOYER to the CONTRACTOR in respect of such defective plant. Should the EMPLOYER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the EMPLOYER under the CONTRACT for such defective plant.

85 Indemnity

85.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the EMPLOYER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB- CONTRACTOR's, or in



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connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen suppliers or employees, the CONTRACTOR, shall in such cases indemnify and keep the EMPLOYER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

86 Construction aids, equipments, tools & tackles:

86.1 CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that EMPLOYER shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipments so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same. Tenderer in his own interest may contact, for any clarifications in the matter, concerned agencies/Dept./Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the CONTRACTOR.

SECTION-VI CERTIFICATES AND PAYMENTS

87 Schedule of rates and payments:

87.1 i) CONTRACTOR'S REMUNERATION:

The price to be paid by the EMPLOYER to CONTRACTOR for the whole of the WORK to be done and for the performance of all the obligations undertaken by the CONTRACTOR under the CONTRACT DOCUMENTS shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the WORK actually executed and approved by the ENGINEER-IN-CHARGE. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the CONTRACTOR under the CONTRACT and no further or other payment whatsoever shall be or become due or payable to the CONTRACTOR under the CONTRACT.



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ii) SCHEDULE OF RATES TO BE INCLUSIVE:

The prices/rates quoted by the CONTRACTOR shall remain firm till the issue of FINAL CERTIFICATE and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the WORK to the EMPLOYER by the CONTRACTOR. The CONTRACTOR shall be deemed to have known the nature, scope, magnitude and the extent of the WORK and materials required though the CONTRACT DOCUMENT may not fully and precisely furnish them. Tenderer's shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such items of WORK and materials as may be reasonable and necessary to complete the WORK. The opinion of the ENGINEER-IN-CHARGE as to the items of WORK which are necessary and reasonable for COMPLETION OF WORK shall be final and binding on the CONTRACTOR, although the same may not be shown on or described specifically in CONTRACT DOCUMENTS.

Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the CONTRACTOR shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates.

iii) SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.:

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary WORK (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores and appliances to be supplied by the CONTRACTOR and all other matters in connection with each item in the Schedule of Rates and the execution of the WORK or any portion thereof finished, complete in every respect and maintained as shown or described in the CONTRACT DOCUMENTS or as may be ordered in writing during the continuance of the CONTRACT.

iv) SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS:

The Schedule of Rates (i.e., VALUE OF CONTRACT) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes,



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protected by letters, patent or otherwise incorporated in or used in connection with the WORK, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the WORK and shall include an indemnity to the EMPLOYER which the CONTRACTOR hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the WORK of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use on WORK shall be borne by the CONTRACTOR.

v) SCHEDULE OF RATES TO COVER TAXES AND DUTIES:

No exemption or reduction of Customs Duties, Excise Duties, Sales Tax, Sales Tax on works Contract quay or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule or Rates. The CONTRACTOR shall also obtain and pay for all permits or other privileges necessary to complete the WORK.

vi) SCHEDULE OF RATES TO COVER RISKS OF DELAY:

The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the CONTRACTOR's conduct of WORK which occur from any causes including orders of the EMPLOYER in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

vii) SCHEDULE OF RATES CANNOT BE ALTERED:

For WORK under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of works or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the CONTRACTOR and agreed to by the EMPLOYER and cannot be altered.

For lumpsum CONTRACTS, the payment will be made according to the WORK actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of WORK done and preparing running account bill.

Payment for any additional work which is not covered in the Schedule of Rates, shall only be released on issuance of change order.



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88 Procedure for measurement and billing of work in progress:

88.1 BILLING PROCEDURE:

Following procedures shall be adopted for billing of works executed by the CONTRACTOR.

88.1.1 All measurements shall be recorded in sextuplicate on standard measurement sheets supplied by EMPLOYER and submitted to EMPLOYER/CONSULTANT for scrutiny and passing.

88.1.2 EMPLOYER/CONSULTANT shall scrutinise and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.

88.1.3 ENGINEER-IN-CHARGE shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the CONTRACTS, within 7 days of submission of the bills, complete in all respects and send the same to the Employer to effect payment to the CONTRACTOR.

88.1.4 IGGL shall make all endeavour to make payments of undisputed amount of the bills submitted based on the joint measurements within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.

88.1.5 Measurements shall be recorded as per the methods of measurement spelt out in EMPLOYER/CONSULTANT SPECIFICATIONS / CONTRACT DOCUMENT. EMPLOYER/CONSULTANT shall be fully responsible for checking the measurements quantitatively and qualitatively as recorded in the Measurement Books/Bills.

88.1.6 While preparing the final bills overall measurements will not be taken again. Only volume of work executed since the last measured bill alongwith summary of final measurements will be considered for the final bill. However, a detailed check shall be made as to missing measurements and in case there are any missing items or measurements the same shall be recorded.

88.2 SECURED ADVANCE ON MATERIAL:

Unless otherwise provided elsewhere in the tender, no 'Secured Advance' on security of materials brought to site for execution of contracted items(s) shall be paid to the Contractor whatsoever.

88.3 DISPUTE IN MODE OF MEASUREMENT:

In case of any dispute as to the mode of measurement not covered by the CONTRACT to be adopted for any item of WORK, mode of measurement as per latest Indian Standard Specifications shall be followed.



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88.4 ROUNDING-OFF OF AMOUNTS:

In calculating the amount of each item due to the CONTRACTOR in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees, i.e., sum of less than 50 paise shall be omitted and sums of 50 paise and more upto one rupee shall be reckoned as one rupee.

89 Lumpsum in tender:

89.1 The payment against any Lumpsum item shall be made only on completion of that item as per the provision of the CONTRACT after certification by ENGINEER-IN-CHARGE.

90 Running account payments to be regarded as advance:

90.1 All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for WORK actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the CONTRACT, or any part thereof, in this respect, or of the accruing of any claim by the CONTRACTOR, nor shall it conclude, determine or affect in any way the powers of the EMPLOYER under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the CONTRACT. The final bill shall be submitted by the CONTRACTOR within one month of the date of physical completion of the WORK, otherwise, the ENGINEER-IN-CHARGE's certificate of the measurement and of total amount payable for the WORK accordingly shall be final and binding on all parties

91 Notice of claims for additional payments:

91.1 Should the CONTRACTOR consider that he is entitled to any extra payment for any extra/additional WORKS or MATERIAL change in original SPECIFICATIONS carried out by him in respect of WORK he shall forthwith give notice in writing to the ENGINEER-IN-CHARGE that he claims extra payment. Such notice shall be given to the ENGINEER-IN-CHARGE upon which CONTRACTOR bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the CONTRACT to the contrary, the CONTRACTOR must intimate his intention to lodge claim on the EMPLOYER within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the CONTRACTOR will lose his right to claim any compensation/reimbursement/damages etc. or refer the matter to arbitration. Failure on the part of CONTRACTOR to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by EMPLOYER to reject any such claim and no delay in dealing therewith shall be waiver by EMPLOYER of any of this rights in respect thereof.

91.2 ENGINEER-IN-CHARGE shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, CONTRACTOR shall be obliged to carry



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on with the WORK during the period in which his claims are under consideration by the EMPLOYER, irrespective of the outcome of such claims, where additional payments for WORKS considered extra are justifiable in accordance with the CONTRACT provisions, EMPLOYER shall arrange to release the same in the same manner as for normal WORK payments. Such of the extra works so admitted by EMPLOYER shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the CONTRACT. The rates for extra works shall generally be the unit rates provided for in the CONTRACT. In the event unit rates for extra works so executed are not available as per CONTRACT, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for WORK executed shall be derived by interpolation/ extrapolation of unit rates already existing in the CONTRACT. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra work claim of CONTRACTOR the decision of ENGINEER-IN-CHARGE shall be final and binding.

- 92 Payment of contractor's bill:**
- 92.1 No payment shall be made for works estimated to cost less than Rs.10,000/- till the whole of the work shall have been completed and a certificate of completion given. But in case of works estimated to cost more than Rs.10,000/-, that CONTRACTOR on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the ENGINEER-IN-CHARGE, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the CONTRACTOR. This payment will be made after making necessary corrections/deductions as stipulated elsewhere in the CONTRACT DOCUMENT for materials, Contract Performance Security, taxes etc.
- 92.2 Payment due to the CONTRACTOR shall be made by the EMPLOYER by Account Payee cheque forwarding the same to registered office or the notified office of the CONTRACTOR. In no case will EMPLOYER be responsible if the cheque is mislaid or misappropriated by unauthorised person/persons. In all cases, the CONTRACTOR shall present his bill duly pre-receipted on proper revenue stamp payment shall be made in Indian Currency.
- 92.3 In general payment of final bill shall be made to CONTRACTOR within 60 days of the submission of bill on joint measurements, after completion of all the obligations under the CONTRACT.
- 93 Receipt for payment:**
- 93.1 Receipt for payment made on account of work when executed by a firm, must be signed by a person holding due power of attorney in this respect on behalf of the CONTRACTOR, except when the CONTRACTOR's are described in their tender as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

94 Completion certificate:

94.1 APPLICATION FOR COMPLETION CERTIFICATE:

When the CONTRACTOR fulfils his obligation under Clause 81.1 he shall be eligible to apply for COMPLETION CERTIFICATE.

The ENGINEER-IN-CHARGE shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS.

The CONTRACTOR, after obtaining the COMPLETION CERTIFICATE, is eligible to present the final bill for the WORK executed by him under the terms of CONTRACT.

94.2 COMPLETION CERTIFICATE:

Within one month of the completion of the WORK in all respects, the CONTRACTOR shall be furnished with a certificate by the ENGINEER-IN-CHARGE of such completion, but no certificate shall be given nor shall the WORK be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the SITE completely nor until the WORK shall have been measured by the ENGINEER-IN-CHARGE whose measurement shall be binding and conclusive. The WORKS will not be considered as complete and taken over by the EMPLOYER, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the ENGINEER-IN-CHARGE.

If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK, the ENGINEER-IN-CHARGE may at the expense of the CONTRACTOR remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

94.3 COMPLETION CERTIFICATE DOCUMENTS:

For the purpose of Clause 94.0 the following documents will be deemed to form the completion documents:

- i) The technical documents according to which the WORK was carried out.
- ii) Six (6) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE.
- iii) COMPLETION CERTIFICATE for 'embedded' and 'covered' up work.
- iv) Certificates of final levels as set out for various works.



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- v) Certificates of tests performed for various WORKS.
- vi) Material appropriation, Statement for the materials issued by the EMPLOYER for the WORK and list of surplus materials returned to the EMPLOYER's store duly supported by necessary documents.

95 Final decision and final certificate:	95.1	Upon expiry of the period of liability and subject to the ENGINEER-IN-CHARGE being satisfied that the WORKS have been duly maintained by the CONTRACTOR during monsoon or such period as herein before provided in Clause 80 & 81 and that the CONTRACTOR has in all respect duly made-up any subsidence and performed all his obligations under the CONTRACT, the ENGINEER-IN- CHARGE shall (without prejudice to the rights of the EMPLOYER to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall not be considered to have fulfilled the whole of his obligations under CONTRACT until FINAL CERTIFICATE shall have been given by the ENGINEER-IN- CHARGE notwithstanding any previous entry upon the WORK and taking possession, working or using of the same or any part thereof by the EMPLOYER.
96 Certificate and payments on evidence of completion:	96.1	Except the FINAL CERTIFICATE, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the EMPLOYER of the due performance of the CONTRACT or any part thereof or of occupancy or validity of any claim by the CONTRACTOR.
97 Deductions from the contract price:	97.1	All costs, damages or expenses which EMPLOYER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the EMPLOYER. All such claims shall be billed by the EMPLOYER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the EMPLOYER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the EMPLOYER of such claims.

SECTION-VII TAXES AND INSURANCE

98 Taxes, Duties, Octroi etc:	98.1	The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including Excise duty, octroi etc. now or hereafter imposed, increased, modified, all the sales taxes, duties, octrois etc. now in force and hereafter increased, imposed or modified, from time to time in respect of WORKS and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities



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now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the CONTRACTOR and the CONTRACTOR shall be responsible for the compliance of all SUB-CONTRACTORS, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by CONTRACTOR or SUB-CONTRACTOR of such laws, suits or proceedings that may be brought against the EMPLOYER arising under, growing out of, or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

99 Sales tax/Turnover tax: 99.1 Tenderer should quote all inclusive prices including the liability of GST Turnover Tax whether on the works contract as a whole or in respect of bought out components used by the CONTRACTOR in execution of the CONTRACT. EMPLOYER shall not be responsible for any such liability of the CONTRACTOR in respect of this CONTRACT.

100 Statutory variations 100.1 Tenderer should quote prices inclusive of excise-duty and GST applicable on finished product. Any statutory variations in Excise Duty and sales tax/GST on finished product during the contractual completion period, shall be to the Employer's account for which the Contractor will furnish documentary evidence(s) in support of their claims to IGGL. However, any increase in the rate of these taxes and duties (E.D. and GST.) beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to IGGL.

101 Insurance: 101.1 GENERAL
CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the EMPLOYER as follows:

CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of EMPLOYER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the EMPLOYER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.



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Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the WORK is taken over by EMPLOYER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the EMPLOYER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the EMPLOYER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the EMPLOYER at least 60(Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the EMPLOYER. CONTRACTOR shall, however, be responsible for obtaining requisite licences, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials to be imported from time to time.

All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in VALUE OF CONTRACT. However, the EMPLOYER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts.

CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

i) EMPLOYEES STATE INSURANCE ACT:

The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or SUB-CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or



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proceeding that may be brought against the EMPLOYER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub- division thereof.

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the SUB- CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUB- CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.

The EMPLOYER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

ii) WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Insurance shall be effected for all the CONTRACTOR's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and employer's liability insurance for the later's employees if such employees are not covered under the CONTRACTOR's Insurance.

iii) ACCIDENT OR INJURY TO WORKMEN:

The EMPLOYER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR save and except an accident or injury resulting from any act or



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default of the EMPLOYER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

iv) TRANSIT INSURANCE

In respect of all items to be transported by the CONTRACTOR to the SITE of WORK, the cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.

v) COMPREHENSIVE AUTOMOBILE INSURANCE

This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including EMPLOYER's men and damage to the property of others arising from the use of motor vehicles during on or off the 'site' operations, irrespective of the Employership of such vehicles.

vi) COMPREHENSIVE GENERAL LIABILITY INSURANCE

- a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub- Contractor's or from riots, strikes and civil commotion.
- b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.
- c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10(ten) lakhs to death.



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- d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.
- e) The Contractor shall take out insurance policy in the joint name of EMPLOYER and Contractor from one or more nationalised insurance company from any branch office at Projects site.
- f) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.

vii) **ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER:**

CONTRACTOR shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to EMPLOYER. He shall also carry and maintain any other insurance which may be required by the EMPLOYER.

102 Damage to Property or to any Person or any Third Party

- 102.1 i) CONTRACTOR shall be responsible for making good to the satisfaction of the EMPLOYER any loss or any damage to structures and properties belonging to the EMPLOYER or being executed or procured or being procured by the EMPLOYER or of other agencies within the premises of all the work of the EMPLOYER, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB-CONTRACTORS.
- ii) The CONTRACTOR shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the EMPLOYER or any third party including overhead and underground cables and in the event of any damage resulting to the property of the EMPLOYER or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the EMPLOYER or ascertained or demanded by the third party shall be borne by the CONTRACTOR. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.
- iii) The CONTRACTOR shall indemnify and keep the EMPLOYER harmless of all claims for damages to property other than EMPLOYER's property arising



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under or by reason of this agreement, if such claims result from the fault and/or negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.

SECTION-VIII LABOUR LAWS

103 Labour laws:

- 103.1 i) No labour below the age of 18 (eighteen) years shall be employed on the WORK.
- ii) The CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the WORK.
- iii) The CONTRACTOR shall at his expense comply with all labour laws and keep the EMPLOYER indemnified in respect thereof.
- iv) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.
- v) If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.
- vi) The CONTRACTOR shall employ labour in sufficient numbers either directly or through SUB-CONTRACTOR's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the ENGINEER-IN-CHARGE.
- vii) The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the ENGINEER-IN-CHARGE a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.
- viii) The CONTRACTOR shall comply with the provisions of the payment of Wage Act 1936, Employee Provident



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Fund Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

- ix) The ENGINEER-IN-CHARGE shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- x) The CONTRACTOR shall indemnify the EMPLOYER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB-CONTRACTOR's. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the EMPLOYER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statements as may be fixed by the ENGINEER-IN-CHARGE and in the event of the CONTRACTOR's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender. The ENGINEER-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR and credit the same to the Welfare Fund constitute under these acts. The decision of the ENGINEER-IN-CHARGE in this respect shall be final and binding.

104 Implementation of Apprentices Act, 1961:

- 104.1 The CONTRACTOR shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the CONTRACT and the ENGINEER-IN-CHARGE may, at his discretion, cancel the CONTRACT. The CONTRACTOR shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions, of the Act.



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105 Contractor to indemnify the Employer:

105.1 i) The CONTRACTOR shall indemnify the EMPLOYER and every member, office and employee of the EMPLOYER, also the ENGINEER-IN-CHARGE and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in Clause 102.0 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the EMPLOYER for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the CONTRACTOR or his SUB-CONTRACTOR the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

ii) PAYMENT OF CLAIMS AND DAMAGES:

Should the EMPLOYER have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the EMPLOYER shall be charged to and paid by the CONTRACTOR and the CONTRACTOR shall not be at liberty to dispute or question the right of the EMPLOYER to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.

iii) In every case in which by virtue of the provisions of Section 12, Sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, the EMPLOYER is obliged to pay compensation to a workman employed by the CONTRACTOR in execution of the WORK, the EMPLOYER will recover from the CONTRACTOR the amount of the compensation so paid, and without prejudice to the rights of EMPLOYER under Section 12, Sub-section (2) of the said act, EMPLOYER shall be at liberty to recover such amount or any part thereof by deducting it from the Contract Performance Security or from any sum due to the CONTRACTOR whether under this CONTRACT or otherwise. The EMPLOYER shall not be bound to contest any claim made under Section 12, Sub-section (i) of the said act, except on the written request of the CONTRACTOR and upon his giving to the EMPLOYER full security for all costs for which the EMPLOYER might become liable in consequence of contesting such claim.



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106 Health and sanitary arrangements for workers:

106.1 In respect of all labour directly or indirectly employed in the WORKS for the performance of the CONTRACTOR's part of this agreement, the CONTRACTOR shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the EMPLOYER from time to time for the protection of health and sanitary arrangements for all workers.

106.2 The CONTRACTOR shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The CONTRACTOR shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

SECTION-IX APPLICABLE LAWS AND SETTLEMENT OF DISPUTES

107 Arbitration:

107.1 Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be referred to arbitration by Sole Arbitrator.

The Employer [IGGL.] shall suggest a panel of three independent and distinguished persons to the bidder/contractor/supplier/buyer (as the case may be) to select any one among them to act as the Sole Arbitrator.

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

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

Subject to the above, the provisions of (Indian) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matter relating to this contract are subject to the exclusive jurisdiction of the court situated in the Guwahati, Assam, India.

Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the



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Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

107.2 FOR THE SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER THE ARBITRATION SHALL BE AS FOLLOWS:

"In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary") in terms of the Office Memorandum No.55/3/1/75-CF, dated the 19th December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time. The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

108 Jurisdiction:

108.1 The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at **GUWAHATI, ASSAM** for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the courts at **GUWAHATI, ASSAM** only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

SECTION-X SAFETY CODES

109 General:

109.1 CONTRACTOR shall adhere to safe construction practice and guard against hazardous, and unsafe working conditions and shall comply with EMPLOYER's safety rules as set forth herein. Prior to start of construction, CONTRACTOR will be furnished copies of EMPLOYER's "Safety Code" for information and guidance, if it has been prepared.

110 Safety regulations:

110.1 i) In respect of all labour, directly employed in the WORK for the performance of CONTRACTOR's part



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of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines / Factory Act and such other acts as applicable.

- ii) The CONTRACTOR shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work CONTRACTOR shall consult with EMPLOYER's safety Engineers or ENGINEER- IN-CHARGE and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the EMPLOYER's existing property.

111 First aid and industrial injuries:

- 111.1 i) CONTRACTOR shall maintain first aid facilities for its employees and those of its SUB-CONTRACTOR.
- ii) CONTRACTOR shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing the services shall be furnished to EMPLOYER prior to start of construction and their telephone numbers shall be prominently posted in CONTRACTOR's field office.
- iii) All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of CONTRACTOR's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.

112 General rules:

- 112.1 Smoking within the battery area, tank farm or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharged immediately.

113 Contractor's barricades:

- 113.1 i) CONTRACTOR shall erect and maintain barricades required in connection with his operation to guard or protect:-
 - a) Excavations
 - b) Hoisting Areas.
 - c) Areas adjudged hazardous by CONTRACTOR's or EMPLOYER's inspectors.
 - d) EMPLOYER's existing property subject to damage by CONTRACTOR's Operations.
 - e) Rail Road unloading spots.
- ii) CONTRACTOR's employees and those of his SUB-CONTRACTOR's shall become acquainted with EMPLOYER's barricading practice and shall respect the provisions thereof.
- iii) Barricades and hazardous areas adjacent to, but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

114 Scaffolding:

- 114.1 i) Suitable scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is



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used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).

- ii) Scaffolding or staging more than 4 metres above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii) Working platform, gangway and stairway should be so constructed that they should not sag unduly or unequally and if the height of platform of the gangway or the stairway is more than 4 metres above the ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as in ii) above.
- iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing of railing whose minimum heights shall be 1 metre.
- v) Safe-means of access shall be provided to all working platforms and other working places, every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length while the width between side rails in rung ladder shall in no case be less than 30 cms for ladder upto and including 3 metres in length. For longer ladder this width should be increased 5mm for each additional foot of length. Uniform steps spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed to cause danger or inconvenience to any person or public. The CONTRACTOR shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceeding of law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any such suit or action or proceeding to any such person or which may with the consent of the CONTRACTOR be paid to compromise any claim by any such person.

115 Excavation and trenching:

- 115.1 All trenches 1.2 metres or more in depth, shall at all times be supplied with at least one ladder for each 50 metres length or fraction thereof.



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Ladder shall be extended from bottom of the trenches to atleast 1 metre above the surface of the ground. The sides of the trenches which are 1.5M in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metres of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

- 116 Demolition/general safety:**
- 116.1 i) Before any demolition work is commenced and also during the progress of the demolition work
- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- ii) All necessary personal safety equipment as considered adequate by the ENGINEER-IN-CHARGE, should be kept available for the use of the persons employed on the SITE and maintained in condition suitable for immediate use, and the CONTRACTOR shall take adequate steps to ensure proper use of equipment by those concerned.
- a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
 - b) Those engaged in white washing and mixing or stacking or cement bags or any material which are injurious to the eyes be provided with protective goggles.
 - c) Those engaged in welding and cutting works shall be provided with protective face & eye shield, hand gloves, etc.
 - d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - e) When workers are employed in sewers and manholes, which are in use, the CONTRACTOR shall ensure that the manhole covers are opened and are ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with



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suitable railing and provided with warning signals or board to prevent accident to the public.

- f) The CONTRACTOR shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.
 - 1) No paint containing lead or lead product shall be used except in the form of paste or readymade paint.
 - 2) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - 3) Overalls shall be supplied by the CONTRACTOR to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of Work.
- iii) When the work is done near any place where there is risk of drowning, all necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- iv) Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions:
 - a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.
 - b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
 - c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, winch or give signals to the operator.
 - d) In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the



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conditions under which it is applicable and the same shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

- e) In case of departmental machine, the safe working load shall be notified by the ENGINEER-IN-CHARGE. As regards CONTRACTOR's machines, the CONTRACTOR shall notify the safe working load of the machine to the ENGINEER-IN-CHARGE whenever he brings any machinery to SITE of WORK and get it verified by the Engineer concerned.
- v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load, adequate precautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- vi) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of Work.
- vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the CONTRACTOR.
- viii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer, ENGINEER-IN-CHARGE or safety Engineer of the Administration or their representatives.
- ix) Notwithstanding the above clauses there is nothing in these to exempt the CONTRACTOR for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.



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In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. Safety code and Indian Standard Safety Code from time to time.

117 Care in handling inflammable gas:	117.1	The CONTRACTOR has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the EMPLOYER.
118 Temporary combustible structures:	118.1	Temporary combustible structures will not be built near or around work site.
119 Precautions against fire:	119.1	The CONTRACTOR will have to provide Fire Extinguishers, Fire Buckets and drums at worksite as recommended by ENGINEER-IN-CHARGE. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable liquid/ paints etc. as advised by ENGINEER-IN- CHARGE. Temporary combustible structures will not be built near or around the work-site.
120 Explosives:	120.1	Explosives shall not be stored or used on the WORK or on the SITE by the CONTRACTOR without the permission of the ENGINEER-IN-CHARGE in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the WORK they will be stored in a special magazine to be provided at the cost of the CONTRACTOR in accordance with the Explosives Rules. The CONTRACTOR shall obtain the necessary licence for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the CONTRACTOR and the CONTRACTOR shall indemnify the EMPLOYER against any loss or damage resulting directly or indirectly therefrom.
121 Mines /Factories Act:	121.1	SAFETY CODE: The CONTRACTOR shall at his own expense arrange for the safety provisions as required by the ENGINEER-IN-CHARGE in respect of all labour directly employed for performance of the WORKS and shall provide all facilities in connection therewith. In case the CONTRACTOR fails to make arrangements and provides necessary facilities as aforesaid, the ENGINEER-IN- CHARGE shall be entitled to do so and recover the costs thereof from the CONTRACTOR.
	121.2	Failure to comply with Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the CONTRACTOR liable to pay Company Liquidated Damages an amount not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the ENGINEER-IN-CHARGE in such matters based on reports from the Inspecting Officer or from representatives of ENGINEER-IN-CHARGE shall be final and binding and deductions for recovery of such Liquidated Damages may be made from any amount payable to the CONTRACTOR from all the provisions of



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the Mines Act, 1952 / Factory Act 1948 or any statutory modifications or re-enactment thereof the time being in force and any Rules and Regulations made thereunder in respect of all the persons employed by him under this CONTRACT and shall indemnify the EMPLOYER from and against any claim under the Mines Act or the rules and regulations framed thereunder by or on behalf of any persons employed by him or otherwise.

122 Preservation of place:	122.1	The CONTRACTOR shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his worker and others employed or the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the WORK. In the event of the EMPLOYER requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the CONTRACTOR and if paid by the EMPLOYER shall be recoverable from the CONTRACTOR.
123 Outbreak of infectious diseases:	123.1	The CONTRACTOR shall remove from his camp such labour and their facilities who refuse protective inoculation and vaccination when called upon to do so by the ENGINEER-IN-CHARGE's representative. Should Cholera, Plague or other infectious diseases break out the CONTRACTOR shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as required by the ENGINEER-IN-CHARGE failing which within the time specified in the Engineer's requisition, the work may be done by the EMPLOYER and the cost thereof recovered from the CONTRACTOR.
124 Use of intoxicants:	124.1	The unauthorised sale of spirits or other intoxicants, beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the CONTRACTOR or any of his employee is forbidden and the CONTRACTOR shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition. In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. safety code and Indian Standard Code framed from time to time.



General Conditions of Contract

PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER

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

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

AND WHEREAS

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

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified IGGL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other actor omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR upto and until the date of return to IGGL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to IGGL forthwith on demand in writing without protest or demur the value as specified by IGGL of the said material or item or part



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thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with IGGL'S costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses upto) and aggregate limit of Rs. _____

(Rupees _____ Only).

AND THE CONTRACTOR hereby agrees with IGGL that:

- i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of IGGL arising hereunder upto and until the midnight of _____. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfil the CONTRACT.
- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to IGGL in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of IGGL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost , damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of IGGL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by IGGL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by IGGL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to IGGL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.



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

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the CONTRACTOR



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PROFORMA FOR CONTRACT AGREEMENT

LOA No. IGGL/

Dated _____

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

WHEREAS

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



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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.

A N D

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.



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The 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 EMPLOYER.

Signed and Delivered for and
on behalf of the CONTRACTORS.

IGGL

(NAME OF THE CONTRACTOR)

Date: _____

Date: _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

SECTION – V
SPECIAL CONDITION OF CONTRACTS
(SCC)
&
ANNEXURES to SCC

SECTION - V

SPECIAL CONDITION OF CONTRACT

(SCC)

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SPECIAL CONDITION OF CONTRACT

1. GENERAL

- 1.1 Special Conditions of Contract shall be read in Conjunction with the General conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his own cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.5 The materials, design, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.6 Void
- 1.7 It will be the Contractor's responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the work (s) or making the supply with reference which the conflict exists.
- 1.8 In the absence of any Specifications covering any material, design of work (s) the same shall be performed / supplies / executed in accordance with Standard Engineering Practice as per the instructions / directions of the Engineer-in-Charge, which will be binding on the Contractor.

2.0 SCOPE OF WORK & SCOPE OF SUPPLY

- 2.1 The detailed scope of work shall be as specified in Technical Volume II of II & tender / addendum / corrigendum document. It is however, explicitly understood that scope described is not limiting, in far as the responsibilities of the contractor are concerned and shall include, interalia, carrying out any and all works and providing any and all facilities as are required to complete the works in all respect.

3.0 SUPPLY OF WATER, POWER & OTHER UTILITIES

- 3.1 The Clause No. 2.3 to 2.5 given in General Conditions of Contract is modified to following extent:

- 3.2 The Contractor shall be responsible at his own cost for arranging and providing all the required Water, Power, land required for temporary site office , fabrication yard and other utilities, in the quantities and at the times required for performance of work under the contract. The contract price shall be deemed to include all costs towards the same.

The Employer/Consultant shall not supply water, power and other utilities.

- 3.3 Contractor shall, if required by him, for the entire duration of the execution of the work make available near the site, land for construction of Contractor's office, Warehouse, Workshops and for any purpose in connection with providing infrastructure required for the execution of the Contract. The Contractor shall at his own cost construct all temporary buildings and provide suitable water supply and sanitary arrangement as required. On completion of the work undertaken by the Contractor, he shall remove all temporary works erected by him and have the site cleared as directed by Engineer-in-Charge. If the Contractor shall fail to comply with these requirements, the Engineer-in-Charge may at the expense of the Contractor remove such surplus and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid, and the Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claims in respect of any such surplus material disposed of as aforesaid.

4.0 COMPLETION SCHEDULE

- 4.1 The work shall be executed strictly as per COMPLETION SCHEDULE / COMPLETION PERIOD given in **Annexure-3 to SCC** in the bidding document.

5.0 DRAWINGS AND DOCUMENTS

- 5.1 The drawings accompanying the bid document (if any) are of indicative nature and issued for bidding purpose only. Purpose of these drawing is to enable the bidder to make an offer in line with the requirements of the Employer/Consultant. However no extra claim whatsoever, shall be entertained for variation in the "Approved for Construction" and "Bid document drawings" regarding any changes/units. Construction shall be as per drawings/specifications issued/approved by the Engineer-in-Charge during the course of execution of work. Detailed construction drawings (wherever required) on the basis of which actual execution of work is to proceed will be prepared by the contractor.
- 5.2 The drawings and documents to be submitted by the Contractor to Employer/Consultant after award of the work as per the requirements enlisted in the bidding document shall be for Employer/Consultant's review, information and record. The Contractor shall ensure that drawings and documents submitted to Employer/Consultant are accompanied by relevant calculations, data as required and essential for review of the document/drawings. MECON shall review the drawings/ documents within two weeks from the date of submission provided the same are accompanied by relevant calculations, data as required and essential for review.
- 5.3 All documents and drawings including those of Contractors sub-vendor's manufacturer's etc. shall be submitted to Employer/Consultant after having been fully vetted in detail, approved and co-opted by the Contractor & shall bear Contractor seal/ certifications to this effect. All documents/drawings & submissions made to Employer/Consultant without compliance to this requirement will not be acceptable and the delay & liability owing to this shall be to the Contractor's account.
- 5.4 The review of documents and drawings by Employer/Consultant shall not absolve Contractor from his responsibility to meet the requirements of specifications, drawings etc. and liabilities for mistakes and deviations. Upon receiving the comments on the drawing/documents reviewed by Employer/Consultant, Contractor shall incorporate the comments as required and ensure their compliance.
- 5.5 Copies of all detailed working drawing relating to the works shall be kept at the contractors' office at the site and shall be made available to the Engineer-in-charge/ Employer/Consultant at any time during execution of the contract. However no extra claim what so ever shall be entertained for any variation in the "approved/issued for construction drawings" and "tender drawings" regarding any changes/units unless otherwise agreed.

- 5.6 The Contractor shall rectify any inaccuracies, errors and non-compliance to contractual requirements. Any delay occurring on this shall not construe a reason for delay/ extension.

6.0 COMPLIANCE WITH LAWS

- 6.1 The Contractor shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India, including but not limited to the following:

- i) Contract Labour (Regulation & Abolition) Act 1970 & the centre rules, 1971 framed there under.
- ii) Payment of Wages Act.
- iii) Minimum Wages Act.
- iv) Employer's Liability Act.
- v) Factory Act.
- vi) Apprentices Act.
- vii) Workman's Compensation Act.
- viii) Industrial Dispute Act.
- ix) Environment Protection Act.
- x) Wild life Act.
- xi) Maritime Act.
- xii) Any other Statute, Act, Law as may be applicable.
- xiii) PNGRB Act.

7.0 GOVERNMENT OF INDIA NOT LIABLE

- 7.1 It is expressly understood and agreed by and between the Contractor and the Employer/Consultant that the Employer/Consultant is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Employer/Consultant is an independent legal entity with power and authority to enter into contract, solely in its own behalf under the applicable laws of India and general principal of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Employer/Consultant is not an agent, representative or delegate of Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this contract and covenants not to sue to Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

8.0 **VOID**

9.0 **LIMITATION OF LIABILITY**

9.1 The final payment by the Owner/ Consultant in pursuance of the Contract terms shall not mean release of the Contractor from all of his liabilities under the Contract. The Contractor shall be liable and committed under this contract to fulfill all his liabilities and responsibilities, till the time of release of contract performance guarantee by the Owner/ Consultant.

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

10.0 **CONTRACT PERFORMANCE GUARANTEE**

10.1 Please refer clause no. 38 of ITB (Vol I) and clause no. 24.0 of GCC (General Condition of Contract).

10.2 In addition to clause no.38 of ITB and 24 of GCC following will also apply:-

- a) In the event completion of works is delayed beyond the Scheduled Completion Date for any reasons whatsoever, the Contractor shall have the validity of the guarantee suitably extended to cover the period mentioned above.
- b) The Employer/Consultant shall have an unqualified option under this guarantee to invoke the Banker's Guarantee and claim the amount there under in the event of Contractor failing to honour any of the commitments entered into under this Contract and/or in respect of any amount due from the Contractor to the Employer/Consultant. In case Contractor fails to furnish the requisite Bank Guarantee as stipulated above, then the Employer/Consultant shall have the option to terminate the Notification of Award of Work and forfeit the Bid Security/Earnest Money amount and compensation for the works performed shall be payable upon such termination.
- c) Upon completion of the Works as per Completion Schedule stipulated in Contract, the above said guarantee shall be considered to constitute the Contractor's warranty/guarantee for the work done by him or for the Works supplied and performance as per the specifications and any other conditions against this Contract. The warranty/guarantee shall remain in force for 12 months from the date of issuance of certificate of Completion and Acceptance against this Contract as per GCC. Contractor shall also arrange for the Performance Guarantee to remain valid until expiration of the guarantee period

for entire works covered under the contract. On substantial Completion of the work which has been completed to such an extent that the intended purpose of the work is met and ready to use, successful I&C reports shall be issued by the Engineer-in-Charge / PMC for the portion of the work. The certificate shall have appended with a snag list and outstanding balance item of work that need to be completed in accordance with the provisions of the contract. On compliance of the above said work to the satisfaction of client / PMC, the defect liability period / warranty / guarantee period of 12 months will start from the portion of the work.

The Warranty / Guarantee / Defect Liability Period shall remain valid for a period of twelve (12) months from the date of Taking Over of the Equipment/ acceptance of client. The contractor warrants that all the Goods supplied and installed under the Contract shall comply strictly with the Contract, shall be first class in every particular and shall be free from defects. The contractor further warrants that all equipments, materials and supplies furnished by the him for the purpose of the Goods are new, merchantable of the most suitable grade, and fit for their intended purposes. The contractor further warrants that the services to be carried out under this contract will conform with generally accepted professional standards and engineering principles.

On occurrence of any fault, the contractor shall, within 02 days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser. The contractor shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods and labour thereafter. Contractor to maintain at least one maintenance office for each awarded part / parts with sufficient operation and maintenance spare, tools and tackles, furniture etc. Contractor to deploy one technician and one helper during the defect liability period of 12 months for each awarded part / parts. A record book for maintenance, fault log, attendance etc. shall be maintained.

- e) In the event of Completion of Project being delayed beyond the Scheduled Completion Date, the Employer/Consultant may without prejudice to any other right or remedy available to the Employer/Consultant, operate the Bank Guarantee to recover the Compensation for delay as per provision of Contract. The Bank Guarantee amount shall thereupon be increased to the original amount, or the Contractor may alternatively submit a fresh Bank Guarantee for the equivalent amount of compensation for delay recovered.

11.0 TAXES, DUTIES AND LEVIES IN INDIA

- 11.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, including GST etc. now in force and hereafter increased, imposed or modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the

compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the Contractor further agrees to comply, and to secure the compliance of all subcontractors with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold Employer/Consultant harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or Subcontractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Employer/Consultant arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. The prices shall also be inclusive of GST as applicable.

- 11.2 Employer/Consultant shall make from Contractors' bills such tax deductions as are required as per rules and regulations in force from time to time.
- 11.3 If GST is applicable during site fabrication, the same must be assessed and deemed to be included by the bidder in the quoted prices. The bidder in this regard shall arrange all required formalities.
- 11.4 Bidder shall take care of all applicable taxes & duties while submitting their prices.
- 11.5 Any errors of interpretation of applicability of taxes/ duties by Bidders shall be to their account.

12.0 TAXES, DUTIES AND LEVIES IN FOREIGN COUNTRIES

The Contractor agrees to and does hereby accept full and exclusive liability at its own cost for the payment of any and all taxes, duties and levies etc as are payable to any government, local or statutory authority in any country other than India, as in force on bid due date or as hereafter imposed, increased or modified, and as are payable by Contractor, his agents, sub-contractor and their employees etc. for performance of work under this contract. The Contractor shall be deemed to have been fully informed with respect to all such liabilities and considered the same in his bid, and the contract shall not be varied in any way on this account.

13.0 SUBSEQUENT LEGISLATION

- 13.1 All duties, taxes, fees, charges, expenses, etc. (except where otherwise expressly provided in the Contract) as may be levied/ imposed in consequence of execution of the works or in relation thereto or in connection therewith as

per the Acts, Laws, Rules, Regulations in force shall be to Contractor's account. However, any new taxes /duties imposed after the date of submission of last price bid & up to Contractual Completion date shall be to the IGGL's account but such Taxes /duties imposed beyond Contractual Completion date shall be to the Contractor's account. However if such new taxes etc. are in substitute of existing taxes, it will be considered on merit of each case.

14.0 VOID

15.0 INCOME TAX & CORPORATE TAX

Please refer clause no. 43 of ITB, Vol I.

16.0to 19.0 VOID

20.0 WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS

20.1 Contractor agrees for withholding from wages and salaries of its agents servants or employees all sums required to be withheld by the laws of Republic of India or any other agency having jurisdiction over the area where Contractor is conducting operations and to pay the same promptly and directly when due to the proper authority. Contractor further agrees to comply with all accounting and reporting requirements of any Nation having jurisdiction over the subject matter hereof and to conform to such laws and regulations and to pay the cost of such compliance. If requested, Contractor will furnish the evidence of payment of applicable taxes, in the country (ies) of the Contractor's and his sub-contractor(s) and expatriate employees.

21.0 INTELLECTUAL PROPERTY

21.1 Neither Employer/Consultant nor Contractor nor their personnel, agents nor any subcontractor shall divulge to any one (other than persons designated by the party disclosing the information) any information designated in writing as confidential and obtained from the disclosing party during the course of execution of the works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made known to the recipient of the information without restriction as to its use by third parties or which was in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the works or in the event of termination pursuant to the provisions of the contract, Contractor shall immediately return to Employer/Consultant all drawings, plans, specifications and other documents supplied to the Contractor by or on behalf of Employer/Consultant or prepared by the Contractor solely for the purpose of the performance of the works, including all copies made thereof by the Contractor.

22.0 FIRM PRICE

- 22.1 The quoted prices shall be firm and shall not be subject to price escalation till the work is completed in all respects.

23.0 WORKS CONTRACT

- 23.1 The work covered under this contract shall be treated as “Works Contract”.

24.0 PROVIDENT FUND ACT

- 24.1 The Contractor shall strictly comply with the provisions of Employees Provident Fund Act and register them with RPFC before commencing work. The Contractor shall deposit Employees and Employers contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challan receipt for the payment made to RPFC for the preceding months.

25.0 MOBILIZATION ADVANCE

Not Applicable in this instant tender.

26.0 CHANGE ORDERS /EXTRA WORKS/ DEVIATIONS

- 26.1 A change order will be initiated in case:
- i) The Owner/Consultant directs the Contractor to include any addition to the scope of work not covered under this Contract or delete any Work included in the scope of work under the contract.
 - ii) Contractor requests to delete any part of the work which will not adversely affect the operational capabilities of the project and if agreed by the Owner / Consultant and for which cost and time benefits shall be passed on to the Owner / Consultant.
- 26.2 Any changes required by the Owner / Consultant before giving their approval to detailed procedure or any other document relating to material procurement. layout plans etc. for complying with the requirements of bidding document shall not be construed to be a change in the scope of work under the contract.
- 26.3 Any change order as above comprising an alteration which involves a change in the scope of works (which sort of alteration is hereinafter called a "Variation") shall have impact on the contract value that shall be dealt towards end of contract. All change orders shall be approved by the Engineer-In-Charge.

- 26.4 If the Contract provides applicable rates for the valuation of the variation in question the contract price shall be increased or decreased in accordance with those rates. If the parties agree that the contract does not contain applicable rates then the parties shall negotiate a revision of the contract price which shall represent the change in cost of the works caused by the variations. Any change order must be duly approved by the Owner Consultant in writing.
- 26.5 If there is a difference in opinion between the Contractor and the Owner / Consultant whether a particular work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in para 26.7.8 and 26.7.9 here below.
- 26.6 Within 10 (Ten) working days of receiving the comments from the Owner / Consultant on the documents submitted by the Contractor for approval, the Contractor's response in writing stating which item(s) is/are potential change(s), if applicable, will be submitted to the Owner/Consultant.
- 26.7 Procedure
- 26.7.1 During execution of work if the Contractor observes that any new requirements which is not specific or intended in the bidding document has been indicated by Owner / Consultant, they shall discuss the matter with Owner / Consultants representatives.
- 26.7.2 In case such requirement arises from the side of the Contractor they would also discuss the matter with Owner / Consultants Representative.
- 26.7.3 In either of the two cases above, the representatives of both the parties shall discuss the project requirement and mutually decide whether the project requirement constitutes a change order.
- 26.7.4 If it is mutually agreed that the project requirement inquiry constitutes a "Change Order" then a joint memorandum will be prepared to confirm a "Change Order" and basic ideas of necessary agreed modifications.
- 26.7.5 Contractor will study the work required in accordance with the Joint memorandum and assess subsequent schedule and cost effect if any.
- 26.7.6 The results of this study would be discussed mutually to enable Owner / Consultant to give a final decision whether Contractor should proceed with the Change Order or not, in the best interest of the Project.
- 26.7.7 If Owner/Consultants representative accepts the change order in writing then Contractor shall proceed the work stipulated in the Change order. Time worked

by all workmen employed and a statement showing the description and quantity of all materials and plant utilized for extra work shall be submitted to Owner / Consultant. The Owner / Consultant's representative shall sign and return to the Contractor the statement, as agreed. At the end of each month the Contractor shall deliver to the Owner / Consultants representative a priced statement of the labour, materials and plant used. Whenever any dispute arises as to cost allocation between the Contractor and the Owner / Consultant, the voucher shall nevertheless be signed by the Owner / Consultant as a record of time worked and materials used. List and vouchers so signed will be subject of negotiations between the Owner / Consultant and the Contractor regarding their cost allocation.

26.7.8 In case, mutual agreement as above that is whether Project Requirement constitutes a . change order or not, reached, then Contractor, in the interest of the project, shall take up the implementation of the work, if advised in writing to do so by Owner / Consultants representative pending settlement between the two parties to the effect whether the Project Requirement constitutes a change order or not as per the terms and conditions of Contract Documents.

26.7.9 The time and cost effect in such a case shall be mutually verified for the purpose of record. Should it be established that the said work constitutes a Change Order, the same shall be compensated taking into account the records kept and in accordance with the contract.

26.7.10 Should the amount of Extra Work / Change Order, if any, which the Contractor may be required to perform by the Owner / Consultant, fairly entitles the Contractor to extensions of time beyond the scheduled completion date for completion of either the whole of the work or for such Extra Work only the Owner/ Consultant and the Contractor shall mutually discuss and decide the extension of time, if any to be granted to the Contractor.

27.0 CONSTRUCTION EQUIPMENT AND ORGANIZATION

27.1 CONSTRUCTION EQUIPMENT:

27.1.1 The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy construction equipments and tools & tackles and shall augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to complete all works within the contracted time schedule and without any additional cost to Employer. No construction equipment shall be supplied by the Employer. Minimum construction equipments for individual part as specified in the Bidding Document at **Annexure-9 to SCC**.

27.1.2 The Employer/Consultant shall not supply any Construction Equipment.

27.2 SITE ORGANIZATION

- 27.1.7 Subject to the provisions in the contract document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified skilled, semi skilled and unskilled personnel on the work, contractor shall deploy supervisory personnel as specified in this SCC and augment the same as decided by the Engineer-in-Charge depending upon the site requirement & the exigencies of work so as to complete all works within the contracted time schedule and without any additional cost to Employer.

Qualification and experience of Key Supervisory Personnel to be deployed for this work as given in bid document. Contractor shall submit bio-data of Key Supervisory Personnel meeting the requirement as given in bid document will be reviewed and approved by Engineer-in charge

Bidder shall meet the requirement regarding deployment of minimum manpower for individual Parts/Priority as specified in the bidding document as per **Annexure-10 to SCC** for Cable laying work. Bidder shall also submit their compliance for deployment of manpower along with the bid. Qualification and Experience of key construction personnel shall be as mentioned in Scope of work.

27.3 Schedule of Labour & Equipment Rates

- 27.3.1 Hiring / Recovery Rate for Deployment of Manpower attached as **Annexure-11** to SCC shall be used for analyzing rates for extra items and recovery for non- deployment of manpower.
- 27.3.2 Equipment Hiring / Recovery Rates attached as **Annexure-12** to SCC shall be used for analyzing rates for extra items and recovery for non-deployment of equipment.

28.0 VOID

29.0 GENERAL GUIDELINES DURING AND BEFORE ERECTION

29.1 INSTALLATION/ERECTION OF MATERIAL FOR CABLE LAYING

- 29.1.1 All the installation/erection shall be carried out by suitable capacity equipments & machines with all applicable safety measures. The contractor shall arrange for all equipments & machines of suitable capacity required for installation/erection of cable tray & cable laying including associate civil & mechanical materials & equipments and contract price deemed to be included for the same in respective items without any liability on the part of Employer/Consultant.

29.1.2 Bidder shall submit erection & installation procedures for Cable tray & cable laying system, schemes, drawings & documents and for junction boxes.

30.0 CONSTRUCTION RIGHT –OF –USE AND PERMITS:

30.1 The Owner shall provide to the Contractor free of cost the construction right-of-use for the terminal work and permissions and permits (if any) necessary to install Cable tray, Installation structures for cables trays, cable trenching, laying, termination, installation of Junction boxes etc as governed by clauses defined elsewhere in the bidding document.

30.2 The contractor shall at his own cost and initiative shall obtain all other permissions, permits, agreements and licenses necessary for the installation & performance of the work shall be obtained by the Contractor at his own cost and initiative. In so far as any such permission, permit or license required for the performance of the work by the contractor can only be granted at the request or recommendation of the Owner/Consultant, the Owner shall at the request of the Contractor, provide recommendatory letters to the contractor to obtain or procure the same. The contractor shall not, however, be entitled to any additional compensation over and above contracted rates of services for any hardship or increased cost caused by any idleness, suspension or disruption of work or any other account whatsoever as a result of the inability of the contractor to obtain the permission(s), permit(s), license(s) aforesaid to match with the progress of the work nor shall the same constitute a ground for extension of time.

30.3 The Owner / Consultant does not warrant that the right-of-use shall be suitable at all locations for use and/or movement of vessels and mechanical and other equipment of the Contractor, and the Contractor shall be responsible at his own cost and initiative to innovate at site and adopt suitable means to perform the work in any particular circumstances as may be encountered. The Contractor shall not be entitled to any compensation beyond the price of services for any hardship or increased cost caused by the pipeline being routed in the tidal zone or adjacent to or across any pipeline, highway, road, dyke, lake, river, stream, land and other water channel or course, swamp or marsh, telephones, telegraph and electric power lines, cables, poles and wires, sewers, drains, embankments, cliffs or other obstacles whatsoever which may be physically or otherwise, in any manner restrict or limit the use of Contractor's vessels, machinery or equipment or necessitate additional precautions and/or works to lay the pipeline or necessitate the use of special methods of construction and/or employment of manual processes, all such contingencies and restrictive features being deemed to have been recognized by the contractor and provided for in the price of services.

- 30.4 The contractor shall notify the Employer/Consultant the probable date of commencement of work at site at least two (2) weeks in advance to enable the Employer/Consultant to arrange handing over of the site on the date requested. Should contractor fail in such notification, the Employer/Consultant shall not be liable for any claim by Contractor, of whatsoever nature, for delay in the availability of a site.
- 30.5 The Employer shall endeavour to procure the right-of-use for the entire pipeline in advance of the commencement of the work by the Contractor for the construction of the pipeline. Should, however, this not be possible, the Contractor shall commence work in respect of the section or sections of the pipelines for which the right-of-use has, for the time being, been acquired. If necessary, because of any problem or difficulty concerning the right-of-use, or the procurement thereof in any section or sections due to the existence of any unforeseen or force majeure conditions covering at any location/section or sections of the pipeline right-of-use, the Contractor shall within the scope of the work and without entitlement to additional compensation therefore forthwith proceed to the next possible point of its continuance, in respect of which right-of-use exists and/or in which the construction work can be continued, and shall move in the opposite direction, if necessary.
- 30.6 The Employer shall likewise endeavour to procure the permits/licenses required to be procured by the Employer under the contract sufficiently in advance to enable the contractor to continue movement of the spread in the same direction. Should, however, for any cause such permission/license not be available in time to match the progress of the work, the Contractor shall forthwith within the scope of work and without entitlement to additional compensation therefore forthwith proceed with the work at the next possible point of its continuance, including movement of the spread in the opposite direction, if necessary.
- 30.7 Owner shall acquire the Right of Use for laying pipeline under P&MP Act. 1962 & copy of the 3(1) & 6(1) Gazette notifications under the said alongwith the related documents shall be handed over to the contractor & ROU shall deemed be handed over to the contractor for carrying out the further activities. Owner shall also issue cadastral maps for accurate marking of fields for opening of ROU. Contractor shall deploy specialized manpower to survey & mark the ROU for verification of fields. Contractor shall also deploy his representative in the Panchnama team of the owner. The crop / land compensations as applicable as per the PMP Act. shall be arranged by owner progressively. Contractor shall also deploy their lisioning person alongwith owner representative to coordinate with the farmers / land owners for all ROU related issues / hindrances during the opening & construction phase of ROU. Contractor may seek the help of local authorities in case of unlawful hindrances. Contractor shall also deploy adequate equipments and manpower

to open the ROU and shall keep the equipments in ready conditions to open ROU during the Panchnama or as & when directed by owner. All such contingencies and restrictive features being deemed to have recognized by the contractor and provided for in the price of services without entitlement to additional compensation whatsoever.

- 30.8 Contractor is required to maintain a hindrance register. All hindrances encountered in the execution needs to be logged in this register and shall be jointly signed.

31.0 MEASUREMENT OF WORKS

- 31.1 In addition to the provisions of relevant clause of GCC and associated provisions thereof, the provisions of **Annexure-4 to SCC** shall also apply

32.0 TERMS OF PAYMENT

- 32.1 Basis and Terms of Payment for making “on Account payment” shall be as set out in **Annexure-5 to SCC**.

33.0 STATUTORY APPROVALS

- 33.1 Owner shall obtain general in-principle permissions from concerned authorities, if any having jurisdiction over the site area as necessary for construction activities. However, for some of the permissions, if not available, Contractor shall do the follow up with the concerned authorities to get the permissions to execute the job in time. However, all the statutory payment required for such permissions shall be reimbursed by Employer at actuals.
- 33.2 The Contractor shall arrange the inspection of the works by the authorities and necessary co-ordination and liaison work in this respect shall be the responsibility of the contractor. However statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actual by the Employer/Consultant to the contractor on production of documentary evidence.
- 33.3 Any change/ addition required to be made to meet the requirements of the statutory authorities shall be carried out by the contractor free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the contractor from any of his responsibilities under this contract.

34.0 TESTS AND INSPECTION

- 34.1 The Contractor shall carry out the various tests as enumerated in the technical specifications of this bid document and the technical documents that will be

furnished to him during the performance of the work.

- 34.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.
- 34.3 The work is subject to inspection at all times by the Engineer-in-Charge. The contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this bid document, the technical documents and the relevant codes of practice will be furnished to him during the performance of the work.
- 34.4 The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost.
- 34.5 Any work not conforming to execution drawings, specifications or codes and approved methodology / scheme shall be rejected forthwith and the Contractor shall carryout the rectifications at his own cost.
- 34.6 All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.
- 34.7 For materials supplied by Employer/Consultant, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the Employer/Consultant shall reimburse the cost of such tests at actual to the Contractor on production of documentary evidence.
- 34.8 Statutory fees paid to IBR authorities and for repeat tests and inspection due to failures, repairs etc. such reasons attributable to the Contractor shall be borne by the Contractor.
- 34.9 Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

35.0 INSPECTION OF SUPPLY ITEMS

- 35.1 All inspection and tests on bought out items shall be made as per the specifications forming part of this contract. Various stages of inspection and testing shall be identified after receipt of Quality Assurance Programme from the Contractor/ Manufacturer.
- 35.2 Inspection calls shall be given for associations of Owner/Consultant's representative as per mutually agreed programme in prescribed proforma with 15 days margin, giving details of equipment and attaching relevant test

certificates and internal inspection report of the Contractor. All drawings, General Arrangement and other contract drawings, specifications, catalogues etc. pertaining to equipment offered for inspection shall be got approved from Owner /Consultant and copies shall be made available to Owner /Consultant before hand for undertaking inspection.

35.3 The contractor shall ensure full and free access to the inspection Engineer of Owner /Consultant at the Contractor's or their sub-contractor's premises at any time during contract period to facilitate him to carry out inspection and testing assignments.

35.4 The contractor/ sub-contractor shall provide all instruments, tools, necessary testing and other inspection facilities to inspection engineer of Owner /Consultant free of cost for carrying out inspection.

35.5 Where facilities for testing do not exist in the Contractor's/ sub-contractor's laboratories, samples and test pieces shall be drawn by the Contractor/ Sub-Contractor in presence of Inspection Engineer of a Owner /Consultant and duly sealed by the later and sent for testing in Government approved Test House or any other testing laboratories approved by the Inspection Engineer at the Contractor's cost.

36.0 FINAL INSPECTION

36.1 After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defects noticed in the work attributable to Contractor, the Contractor at his own cost shall attend these, as and when the Owner /Consultant brings them to his notice. The Owner /Consultant shall have the right to have these defects rectified at the risk and cost of the contractor if he fails to attend to these defects immediately.

37.0 COMPENSATION FOR EXTENDED STAY

Not Applicable in this instant tender.

38.0 COMPUTERIZED CONTRACTORS BILLING SYSTEM

38.1 Without prejudice to stipulation in General Conditions of Contract, Contractor should follow following billing system.

38.2 The bills will be prepared by the contractors on their own PCs as per the standard formats and codification scheme proposed by IGGL/MECON. The contractors will be provided with data entry software to capture the relevant billing data for subsequent processing. Contractors will submit these data to

IGGL/MECON in an electronic media along with the hard copy of the bill, necessary enclosures and documents. The contractor will also ensure the correctness and consistency of data so entered with the hard copy of the bill submitted for payment.

- 38.3 Employer/Consultant will utilize these data for processing and verification of the Contractor's bill and payment."

39.0 TEMPORARY WORKS

- 39.1 All Temporary and ancillary works, enabling works connected with the work, including all works which are required for the safety of the existing installation of Owner such as barrication of existing facilities etc. And as detailed in bid document shall be responsibility of the Contractor and the price shall be responsibility of the Contractor and the price quoted by them shall be deemed to have included the cost of such works which shall be removed by the contractor at his cost, immediately after completion of his work.

40.0 VOID

41.0 QUALITY ASSURANCE /QUALITY CONTROL

- 41.1 Bidder shall include in his offer the Quality Assurance program containing the overall quality management and procedures, which is required to be adhered to during the execution of contract. After the award of the contract detailed quality assurance programme shall be prepared by the contractor for the execution of contract for various works, which will be mutually discussed and agreed to.
- 41.2 The Contractor shall establish document and maintain an effective quality assurance system outlined in recognised codes.
- 41.3 Quality Assurance System plans/procedures of the Contractor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of Engineering, Procurement, Supply, Installation, Testing and Commissioning. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as at manufacture's works and dispatch of materials.
- 41.4 The Employer/Consultant/Consultant or their representative shall reserve the right to Inspect / witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.

- 41.5 The contractor has to ensure the deployment of Quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA/QC group shall be fully responsible to carryout the work as per standards and all code requirements. In case Engineer-in-Charge feels that Contractor's QA/QC Engineer(s) are incompetent or insufficient, contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of Engineer-In-Charge.
- 41.6 In case contractor fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.
- 41.7 The Contractor shall adhere to the quality assurance system as described in the Bidding Document.

42.0 HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

- 42.1 The Contractor, during entire duration of the Contract, shall adhere to HSE requirement as per spec. enclosed in the bidding document as **Annexure-7 to SCC**.

43.0 SITE CLEANING

- 43.1 The Contractor shall clean and keep clean the work site from time to time to the satisfaction of the Engineer-in-Charge for easy access to work site and to ensure safe passage, movement and working.
- 43.2 If the work involves dismantling of any existing structure in whole or part, care shall be taken to limit the dismantling up to the exact point and/or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition at the Contractor's cost and risks to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the Contractor.
- 43.3 The Contractor shall be the custodian of the dismantled materials till the Engineer-in-Charge takes charge thereof.
- 43.4 The Contractor shall dispose off the unserviceable materials, debris etc. to any area as decided by the Engineer-in-Charge.
- 43.5 The Contractor shall sort out, clear and stack the serviceable materials obtained from the dismantling/renewal at places as directed by the Engineer-in-Charge.

43.6 No extra payment shall be paid on this account.

44.0 COMPLETION DOCUMENTS

A) Notwithstanding the provisions contained in standard specification, upon completion of work, the Contractor shall complete all of the related drawings and documents to the "AS BUILT" stage (including all vendor / sub-vendor drawings for bought out items). Following documents to be submitted:

- (i) One complete bound set of all original documents as mentioned but not limited to documents listed elsewhere in the bid document.
- (ii) Three complete bound sets of documents as mentioned at (i) above, in original size and in 3 (three) CD/DVD/Pen drive.
- (iii) Three complete bound sets of Contractor's specification including design calculations, design & engineering documents, Inspection documents, commissioning document, Trial run test reports O&M Manuals etc as per scope of work & specifications and as per direction of the Engineer In charge.
- (v) Three sets of all raw data collected / generated, survey reports, software reports generated for the entire job as specified in documents requirement.
- (vi) Three sets of Closure report.

B) Completion Documents

The following documents shall be submitted in hard binder by the CONTRACTOR in 3 (Three) sets, as a part of completion documents:

- i) Preliminary survey report, Cable route & Design data collected for the cable laying and installation of materials.
- ii) Test documents & drawings for bought out items.
- iii) Guarantee & warrantee certificates.
- iv) All approved design & detail engineering documents, procedures and data sheets.
- v) Pre-commissioning/ Commissioning checklist.
- vi) All mechanical & civil drawings
- vii) Installation, testing & commissioning reports of Cable system.
- viii) Complete operation & maintenance manual for Junction boxes.
- ix) All other requirements as specified in the respective specifications.
- x) As built drawings.
- xi) Any other drawing/document/report specified elsewhere in the bidding document.

Note: The Contractor shall be eligible to apply for issue of completion certificate after submission of completion documents as mentioned above.

45.0 COORDINATION WITH OTHER AGENCIES

- 45.1 Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor. Proper coordination with other agencies will be Contractors responsibility. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding on the Contractor.

46.0 VOID

47.0 VOID

48.0 TEST CERTIFICATES

- 48.1 Bidder shall be required to submit recent test certificates for the material being used in works room the recognised laboratories. These certificates should indicate all properties of the materials as required in relevant IS Standards or International Standards.
- 48.2 Contractor shall also submit the test certificate with every batch of material supplied which will be approved by Engineer-in-Charge. No secured advance will be given for the materials not having test certificate. In case any test is to be carried out, the same shall be got done in the approved laboratory at the cost of contractor.

49.0 ROYALTY

- 49.1 Contractor's quoted rate should include the royalty on different applicable items as per the prevailing Government rates. In case, Employer/Consultant is able to obtain the exemption of Royalty from the State Government, the contractor shall pass on the same to Owner/Consultant for all the items involving Royalty.

50.0 VOID

51.0 SITE FACILITIES FOR WORKMEN

- 51.1. Following facilities are to be ensured at all work places where workmen are deployed/engaged by contractor.

- i) Arrangement of first aid
- ii) Arrangement for clean drinking water.
- iii) Toilets
- iv) Canteen where tea & snacks are available
- v) Arrangement of Personal protective equipments & safety items.

52.0 EXECUTION OF ELECTRICAL WORKS

- 52.1 The Contractor shall engage an approved electrical agency for execution of electrical works, holding valid electrical contractor licence. In case contractor himself executes electrical works then he shall arrange valid electrical contractor licence before start of electrical works at site. Notwithstanding, contractor shall adhere to all the safety standard as included in bidding document.

53.0 VOID

54.0 MAKE OF MATERIALS

- 54.1 The materials required to be supplied by the contractor under this contract shall be procured only from Employer/Consultant approved vendors. Where the makes of materials are not indicated in the Bidding document contractor shall furnish the details of makes and shall obtain prior approval of Engineer-in-Charge of vendors/sub-vendors before placing order.

55.0 ADDITIONAL WORKS/ EXTRA WORKS

- 55.1 Employer/Consultant reserves their right to execute any additional works/ extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decisions taken by Employer/Consultant Contractor is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge.

56.0 RESPONSIBILITY OF CONTRACTOR

- 56.1 It shall be the responsibility of the Contractor to obtain the approval for any revision and/or modifications decided by the Contractor from the Employer/Consultant/ Engineer-in-charge before implementation. Also such revisions and/or modifications if accepted/ approved by the Employer/Consultant/Engineer-in-charge shall be carried out at no extra cost to the Employer/Consultant. Any changes required during and/or after approval for detailed construction drawings due to functional requirements or for efficient running of system keeping the basic parameters unchanged and which has not been indicated by the Contractor in the data/drawings furnished along

with the offer will be carried out by the Contractor at no extra cost to the Employer/Consultant.

- 56.2 All expenses towards mobilisation at site and demobilisation including bringing in equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
- 56.3 It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipments, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules.
- 56.4 Preparing approaches and working areas for the movement and operation of the cranes, levelling the areas for assembly and erection shall also be the responsibility of the Contractor. The Contractor shall acquaint himself with access availability, facilities such as railway siding, local labour etc. to provide suitable allowances in his quotation. The Contractor may have to build temporary access roads to aid his own work, which shall also be taken care while quoting for the work.
- 56.5 The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the Contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.
- 56.6 Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until the site is handed over to client as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Client / PMC. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Client / PMC.

57.0 CHECKING OF LEVELS

- 57.1 The Contractor shall be responsible for checking levels, orientation plan of all foundations, foundation bolts, etc., well in advance of taking up the actual erection work and bring to the notice of Engineer-in-Charge discrepancies, if any. In case of minor variations in levels etc. the Contractor shall carry out the necessary rectifications to the foundations within his quoted price.

- 57.2 The Contractor shall also be responsible for checking with templates, wherever necessary, the disposition of foundation bolts with the corresponding bases of structure and shall effect rectifications, as directed, within his quoted rate.

58.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS)

Please refer clause no.41 of ITB.

59.0 VOID

60.0 BUILDING AND OTHER CONSTRUCTION WORKER'S ACT

- 60.1 In order to govern welfare and working conditions of labourers engaged in construction activities, the Building and other Construction Workers' (Regulation of Employment and Conditions of Service "RE &CS") Act, 1996 came into force. RE&CS Act'1996 is applicable in respect of building and other construction work. Wherever applicable, The SUB-CONTRACTOR shall strictly comply with the following provisions pertaining to RE &CS Act'1996.

- a. The SUB-CONTRACTOR must be registered with the concerned authorities under the Building and Other Construction Workers' (RE&CS) Act, 1996 or in case of non-registration; the SUB-CONTRACTOR should obtain registration within one month of the award of contract.
- b. The SUB-CONTRACTOR shall be responsible to comply with all provisions of the Building and Other Construction Workers' (RE&CS) Act, 1996, the Building and Other Construction Workers' Welfare Cess Act, 1996, the Building and other Construction Workers' (RE&CS) Rules, 1998 and the Building and Other Construction Workers Welfare Cess Rules, 1998.
- c. Cess as per the prevailing rate, shall be deducted at source from bills of the SUB-CONTRACTOR by the engineer-in-Charge of the contract and remitted to the "Secretary, Building and Other Construction Workers Welfare Board" of the concerned State. The SUB-CONTRACTOR shall be responsible to submit final assessment return of the cess amount to the assessing officer after adjusting the cess deducted at source.

61.0 VOID

62.0 SINGLE POINT RESPONSIBILITY

- 62.1 The entire work as per scope of work covered under this contract shall be awarded on single point responsibility basis.

63.0 INSURANCES IN INDIA

- 63.1 In addition to the insurance covers specified in the General Conditions of Contract to be obtained and maintained by the Contractor, Contractor shall at his own expense arrange, secure and maintain insurance with reputable insurance companies to the satisfaction of the Employer/Consultant as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Employer/Consultant against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under writer works thereof in each case should be as acceptable to the Employer/Consultant. However, irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities and obligations under Contractor.
- 63.2 Any loss or damage to the equipment during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the Work is taken over by Employer/Consultant, shall be to the account of Contractor. Contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. Contractor shall provide the Employer/Consultant with a copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Employer/Consultant immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Employer/Consultant at least 60 (Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.
- 63.3 Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the Employer/Consultant. Contractor shall, however, be responsible for obtaining requisite licenses, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials to be imported from time to time.
- 63.4 All costs on account of insurance liabilities covered under this Contract will be to Contractor's account and will be included in Contract Price. However, the Employer/Consultant may from time to time, during the currency of the

Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Value of Contract to the extent of reduced premium amounts.

- 63.5 Contractor as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

64.0 VOID

65.0 SPARES

- 65.1 Contractor shall procure and supply all spare parts required during commissioning of the various items / materials supplied by him as enumerated in the Bidding Document. The quoted lumpsum prices shall be deemed to have been inclusive of all such provision of commissioning spares, required till commissioning of such items. Contractor shall make available all the commissioning spares required at site at least 4 (four) weeks before start of commissioning. However, listed spares not used during commissioning shall be handed over to Employer at their designated place. Contractor shall also supply commissioning spares not listed but required during commissioning within the contracted price.

- 65.2 In addition to above, special tools & tackles required, if any, for operation & maintenance shall also be supplied by the Contractor and the quoted prices shall be deemed to have been inclusive of all such provisions.

66.0 BONUS FOR EARLY COMPLETION

- 66.1 The Clause 27.3 of GCC for Bonus for early completion shall not be applicable in this Contract.

67.0 CLEARANCE OF SITE ON COMPLETION

Upon the issue of the taking-over certificate the Contractor shall clear away and remove from the part of the site to which such taking over certificate relates all Contractors equipment, surplus material, rubbish and temporary work of every kind and leave such part of the site and works clean and in a workmanlike condition to the satisfaction of the Engineer-in-Charge. Provided that the Contractor shall be entitled to retain on site, until the end of the defects liability period, such material, Contractors equipment and temporary works as are required by him for the purpose of fulfilling his obligations during the defect liability period.

68.0 VOID

69.0 STORAGE FACILITIES

69.1 The Contractor shall maintain wherever required an air-conditioned room for the storage of the instruments as well as for calibration and testing of the instruments at his own cost. The contractor shall provide these facilities with in the quoted price.

70.0 VOID

71.0 VOID

72.0 DIRECT PAYMENTS TO SUB-VENDORS/ SUPPORTING AGENCIES OF MAIN CONTRACTOR

"Normally, the payment is to be made to vendor/ contractor only as per provision of contract. During execution, in case of financial constraints, IGGL may make direct payment to their sub-vendor/ supporting agencies as an exception from the amounts due to the vendors/ contractors from any of their bills under process upon certification by EIC subject to receipt of such request from the vendor/ contractor. Further, the request for direct payments to the sub-vendor/ sub-contractor shall be considered in performance evaluation of such vendor/ contractor. "

73.0 SUB-LETTING OF WORKS

Please refer clause no.54 of ITB, Vol I

74.0 JOINTS MEASUREMENT OF WORK EXECUTED, BILLING, INVOICE AND PAYMENTS.

Measurement shall be recorded as per the methods of measurement spelt out in Specification/Contract Documents. The PMC/IGGL site engineer/DGM/CM will check the measurement as recorded in the Measurement Books/Bills.

75.0 CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULE CASTES AND WEAKER SECTIONS OF THE SOCIETY

Please refer clause no. 48 of ITB.

76.0 EWAY BILL / ROAD PERMIT: Shall be issued by contractor only for transportation of free issue material from one state to another.

77.0 LOCAL EMPLOYMENT

- 77.1 In order to encourage local employment contractor shall endeavour to deploy personnel pass-out from local institutes including execution of non-critical activities through local agencies. However, preference should be given to engage more unskilled manpower resources locally to boost local employment.

78.0 LOCAL SKILL DEVELOPMENT

Contractor's scope shall also include to provide/ conduct a training program to develop/ enhance skill of local people in association with local technical (Diploma/ ITI) Institute through their skilled manpower (i.e. Forman, Welder Grinder, Fitter, NDT Experts etc.) as a part of Govt. of India's ambitious Skill Development Program.

79.0 COMPLETION CERTIFICATE

"Engineer-in-charges against the contract shall be RCM of PMC, however, the completion certificate shall be issued by IGGL. The provisions of GCC are modified to this extent."

80.0 PRADHAN MANTRI SURAKSHA BIMA YOJANA (PMSBY) AND PRADHAN MANTRI JEEVAN JYOTI BIMA YOJANA (PMJJBY)

Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of IGGL. The cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence/proof to IGGL in this respect and Contractor shall suitably consider the same in their bid.

Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years.

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ANNEXURES TO SCC

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ANNEXURES TO SCC

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Annexure-5	:	Terms of Payment
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Annexure-7	:	Specification for Health, Safety and Environment (HSE) Management
Annexure-8	:	Conditions for issue & reconciliation of material
Annexure-9	:	List of minimum equipment to be deployed for each group
Annexure-10	:	Minimum no. of skilled labour to be deployed for each group
Annexure-11	:	Hiring / Recovery Rate for Deployment of Manpower
Annexure-12	:	Equipment Hiring / Recovery Rate

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SCOPE OF WORK

(ANNEXURE-1 TO SPECIAL CONDITIONS OF CONTRACT)

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ANNEXURE-1 TO SCC

1.0 **SCOPE OF WORK**

Scope of work shall be as detailed in Particular Job Specification, Technical Specifications, Schedule of Rates & various other parts of this Bidding Document. THIS INCLUDES ELECTRICAL & INSTRUMENTATION, CIVIL WORKS FOR NEGDCL PIPELINE CONNECTIVITY.

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SCOPE OF SUPPLY

(ANNEXURE-2 TO SPECIAL CONDITIONS OF CONTRACT)

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ANNEXURE-2 TO SCC

1.0 SCOPE OF SUPPLY

1.1 Owner's Scope of Supply

Owner's scope of supply shall be as specified in Scope of work/ Particular Job Specification, Technical Specifications, Schedule of Rates & various other parts of the Bidding Document.

Conditions for Issue and Reconciliation of Materials shall be as per document enclosed as Annexure-8 to Special Conditions of Contract.

1.2 Contractor's Scope of Supply

All materials except what is under Owner's scope of supply as mentioned in Clause No. 1.1 above, and required for successful completion of works in all respects shall be supplied by the Contractor and the cost of such supply shall be deemed to have been included in the quoted price without any additional liability on the part of Owner.

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TIME SCHEDULE

(ANNEXURE-3 TO SPECIAL CONDITIONS OF CONTRACT)

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ANNEXURE-3 TO SCC

TIME SCHEDULE

Completion period for Supply, Installation, testing and commissioning of all composite works as per the scope of work, SOR and tender documents, including mobilization, work permit etc.	4 months and 15 days from date of issuance of Fax of Acceptance (FOA).

Note:

1. The time of completion as mentioned above is for the total scope of work excluding closure of contract (work order) as mentioned in the bidding document and **includes 15 days of mobilization period.**

2. Completion of entire work shall mean completion of construction work including all associated work as per scope of work and as per direction of Engineer-in charge.

(STAMP & SIGNATURE OF BIDDER)

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MEASUREMENT OF WORK

(ANNEXURE-4 TO SPECIAL CONDITIONS OF CONTRACT)

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ANNEXURE-4 TO SCC

MEASUREMENT OF WORK

1.0 GENERAL

- 1.1 The mode of measurement shall be as mentioned in relevant standard specification incorporated in the Bidding Document. Any other mode of measurements not covered in above specifications shall be followed in accordance with relevant BIS codes/ Schedule of Rates/ Specifications etc. and/ or as decided by Engineer-in-charge.
- 1.2 Payment will be made on the basis of joint measurements taken by Contractor and certified by Engineer-in-charge. Measurement shall be based on "Approved/Issued for Construction" drawings, to be the extent that the work conforms to the drawings and details are adequate.
- 1.3 Wherever work is executed based on instructions of Engineer-in-charge or details are not adequate in the drawings, physical measurements shall be taken by Contractor in the presence of Engineer-in-charge.
- 1.4 Measurements of weights shall be in metric tonnes corrected to the nearest Kilogram. Linear measurements shall be in meters, centimeters and millimeters as appropriate.
- 1.5 Welds, bolts, nuts, washers etc. shall not be measured. Rates for structural steel work shall be deemed to include the same.
- 1.6 No other payment either for temporary works connected with this Contractor for any other item such as weld, shims, packing plates etc. shall be made. Such items shall be deemed to have been included for in the rates quoted.
- 1.7 Measurement will be made for various items under schedule of rates on the following basis as indicated in the unit column.
 - i) Weight : MT or Kg
 - ii) Length : M (Meter), RM (Running Meter)
 - iii) Number : No.
 - iv) Volume : CUM
 - v) Area : SQM
- 1.8 All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-charge and the contractor's authorized agent progressively. Such measurements will be either recorded/typed by the contractor in the numbered measurement sheets to be supplied by Engineer-in-Charge / Owner or computerized by Contractor themselves. The measurements shall be signed in token of acceptance by the contractor or his authorized representative. The contractor shall submit the bill in the approved performa in triplicate to the Engineer-in-Charge of the work.

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2.0 STRUCTURAL STEEL WORK

- 2.1 Payment for steel work shall be made on basis of admissible weight of the structure accepted, the weight being determined as described below.
- 2.2 The weight for payment will be assessed from the approved fabrication drawings and the respective bill of materials prepared by the contractor and approved by the Engineer-in-Charge. The weight of structural material/ Plate shall be calculated wherever necessary on the basis of IS Hand Book. If spreads are different from IS spreads, then Manufacturer Hand Book shall be referred to.
- 2.3 Spreads built out of plates/structural shall be paid on the actual weight incorporated except for gussets which will be paid on the weight of the smallest rectangle enclosing the shape.
- 2.4 Gratings shall be paid on the basis of calculated weights as determined from the dimensions given on the design drawings/ bill of materials. Full deduction shall be made for all opening above 300 mm size and skews.
- 2.5 Welds, bolts, nuts, washers etc. shall not be measured. Rate of structural steel work shall be deemed to include the same.
- 2.6 No other payment either for temporary works or for any other item such as welds, shims, packing plates etc., shall be made. Such items shall be deemed to have been included in the rate quoted for steel work.

3.0 INSTRUMENTATION WORKS

- 3.1 Measurement of primary piping/ tubing between piping or equipment on one side and the instrument on the other side will be from the first break flange or tubing fitting up to the first block valve of fabricated instrument manifold or up to first tee of instrument manifold for integral type manifolds. All piping / fittings at the first block valve or the piping / equipment side up to break flange or tubing fittings shall be excluded. Any valve manifold tubing forming part of manifold or drain connection for instruments up to 1.5 meters individually or each drain connection shall be excluded.
- 3.2 Air lines and any other utility lines will be measured from end to end including valves and pipe fittings.
- 3.3 Copper tube measurement will be taken between the two fittings of the copper tube.
- 3.4 Direct mounted instrument and instruments mounted on support shall be accounted in terms of the quantity in numbers.
- 3.5 Muticore cables/multi-tubes will be measured between the junction box and its termination inside the control room."
- 3.6 Two/Three core cables shall be measured between two end terminals.
- 3.7 No separate payment will be made for receiving, handling and transportation of owner issued materials from owner's / MECON storage points to contractor's

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store/workshop and the same are deemed to be included in the unit rates for the respective item of work."

3.8 Erection Weights

The weights mentioned in the drawings or shipping list shall be the basis of payment. If mountings are sent separately (for panel etc.) to facilitate transportation then erection weight shall be inclusive of all such mountings. For structural steel, measurements / payment shall be made as per finished items."

4.0 PAINTING ON EQUIPMENTS/PIPING/STRUCTURAL STEEL ETC.

a) EQUIPMENTS

- I) For columns, vessels, reactors, Exchangers, furnaces, ejectors etc., measurement shall be on square meter basis taken over the painted surface.
- II) For pumps, motors and compressors measurement shall be made on number basis.

b) PAINTING ON PIPING INCLUDING SPECIALS AND FITTINGS

- I) Payment will be made on linear measurement in 'Meters' corrected to the nearest centimeter.
- II) Piping shall be measured along the centre line through all types of fittings and flanges.
- III) Rates for painting of pipes shall be inclusive of painting of all types of pipe supports, flanges, guides, shoes, saddles, clamps, etc. and also all types of fittings except valves (2" and above) which shall be paid separately on number basis.
- IV) There will be no separate measurements of the colour bands/ identification signs (line numbering), flow direction etc. on un-insulated piping, the rates of painting of linear length of piping shall be inclusive of cost of such items.

c) PAINTING ON STEEL STRUCTURE

- I) Payment for steel structures shall be made on the basis of admissible weight of structure painted.
- II) Welds, bolts, nuts, washers etc. shall not be measured and rates for painting of structure shall be inclusive of painting such items.

NOTE:

All other mode of measurements not covered in above clauses shall be measured in accordance with relevant BIS codes/ Schedule of Rates/ Specifications etc. and/or as decided by Engineer-in-Charge. The above measurement of works shall not be applicable for lumpsum items of SOR.

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TERMS OF PAYMENT

(ANNEXURE-5 TO SPECIAL CONDITIONS OF CONTRACT)

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ANNEXURE-5 TO SCC

TERMS OF PAYMENT

TERMS OF PAYMENT

Pending completion of the whole works, provisional progressive payments for the part of work executed by the contractor shall be made by Owner on the basis of said work completed and certified by the Owner's representative as per the agreed milestone payment schedule and the percentage break-ups given below.

Contractor shall submit his invoices to the Owner's representative fortnightly in the manner as instructed by Owner. Each invoice will be supported by documentation acceptable to Owner and certified by the Owner's representative. Payments made by owner to the contractor for any part of the work shall not deem that the Owner has accepted the work. All payments against running bills are advance against the work and shall not be taken as final acceptance of work / measurement carried out till the final bill. Owner will release payment through e-payments only as detailed in the bidding document.

A. For Electrical Works –

1.1 Supply, Installation, testing and Commissioning- Electrical Works(SOR ITEM – 1.0 to 12.0)

- a. 5% on placement of order on sub-vendor
- b. 65% on receipt of material at site and acceptance thereof.
- c. 15% on erection, Installation, alignment, welding, grouting, painting, etc.
- d. 5% on testing & commissioning.
- e. 10% on completion of all activities and their acceptance, submission of final documents, final bill and acceptance of these by owner thereafter for successful closure of work order.

1.2 For Work Portion/ I& C (Cable trenches)

1.2.1 Excavation Works (SOR Item no.- 13)

Payment terms shall be as follows unless mentioned otherwise along with SOR Item / PJS as per GST act:

- a. 90% on completion of installation, testing and commissioning.
- b. 10% on completion of all activities and their acceptance, submission of final documents, final bill and acceptance of these by owner thereafter for successful closure of work order.

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B. For Instrumentation Works –

1.1 Supplies For instrumentation Works

- 1.1.1. 80% of Supply value with 100% GST will be paid progressively on pro rata basis (station wise equipment/system) after receipt of material to site after adjustment against PRS on submission of invoice in triplicate as per GST Act along with following documents:
- LR or GR (original)
 - Packing List.
 - Inspection release note / Inspection Certificate/ Inspection Waiver Certificate by Purchaser/Consultant.
 - Proof of customs clearance including payment of customs duty for imports permitted in the Contract.
 - Insurance copy (transit / Marine / storage / EAR)
 - Indemnity bond
 - Receipt and acceptance of all material in good condition at designated store at site on submission of Goods Receipt Voucher (GRV)/ IMIR for receipt of all Goods as per PO issued by Purchaser/Consultant/ Engineer – in -Charge (EIC) at site.
- 1.1.2. 10% of supply value shall be paid progressively on pro rata basis (station wise equipment/system) on completion of Erection at respective station, completion of cabling and on submission of erection reports for completion of Erection, signed by Purchaser/ consultant/ Engineer – In -Charge / representative at site
- 1.1.3. 10% of supply value shall be paid on completion of all works including completion of testing and commissioning, final acceptance, Handing over of the system and on submission of following documents –
- Document from Purchaser/ Consultant/ / Engineer – In -Charge (EIC) / representative at site for completion of all works including final acceptance,
 - Submission of “As built drawing/ documents” and Document from Purchaser/ Consultant/ / Engineer – In -Charge (EIC) / representative at site for acceptance of submitted As-built drawing/ documents
 - Handing over/ Taking Over document issued by Purchaser/ Consultant/ / Engineer – In -Charge (EIC) / representative at site

1.2 SITE SERVICES (LAYING/ INSTALLATION, TESTING AND COMMISSIONING) PORTION FOR INSTRUMENTATION WORKS

- 1.2.1. 80% of Site service value shall be paid progressively on pro rata basis (station wise equipment/system) after adjustment of PRS on completion of Installation/ laying at respective station, completion of cabling and on submission of erection reports for completion of Erection, signed by Purchaser/ consultant/ Engineer – In -Charge / representative at site.

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1.2.2. 20% of Site service value shall be paid on completion of all works including completion of testing and commissioning, final acceptance, Handing over of the system and on submission of following documents –

- i) Document from Purchaser/ Consultant/ / Engineer – In -Charge (EIC) / representative at site for completion of all works including final acceptance,
- ii) Submission of “As built drawing/ documents” and Document from Purchaser/ Consultant/ / Engineer – In -Charge (EIC) / representative at site for acceptance of submitted As-built drawing/ documents
- iii) Handing over/ Taking Over document issued by Purchaser/ Consultant/ / Engineer – In -Charge (EIC) / representative at site

C. Civil Works & Architectural Works-

- a) 90% on completion of work on pro-rata basis as certified in running bills.
- b) 10% on completion of all activities and their acceptance, submission of final documents, final bill and acceptance of these by owner thereafter for successful closure of work order.

D. Structural Works

- a) 5% on approval of fabrication drawings.
- b) 40% on supply and acceptance of material at site.
- c) 20% on fabrication.
- d) 25% on erection, alignment, welding, painting, etc.
- e) 10% on completion of all activities and their acceptance, submission of final documents, final bill and acceptance of these by owner thereafter for successful closure of work order.

E. Other items not covered above or elsewhere in the tender (For only supply items & O&M spare's)

- a) Completion of supply of individual item of work as per : 90%
SOR including supplies, wherever involved,
on submission of following documents.
 1. LR or GR (original)
 2. Packing List.
 3. Inspection release note/ Inspection certificate/Dispatch instructions issued by Owner / Consultant
 4. Proof of customs clearance including payment of customs duty for imports permitted in the Contract, if applicable.
 5. Receipt and acceptance of all material designated store at site on submission of Goods Receipt Voucher (GRV) & Certificate for receipt of all Goods as per PO issued by Purchaser/Consultant/ Engineer – in - Charge (EIC) at site.
 6. The material shall be checked as per the packing list of the vendor without opening of the boxes for physical verification jointly verified by Purchaser/Consultant).

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- b) 10% on completion of all activities and their : 10%
acceptance from owner, submission of final documents,
final bill and acceptance of these by owner thereafter for
successful closure of work order.

F. For Lumpsum Items

For all lumpsum items included in schedule of rates, contractor shall furnish price break-up for quoted lumpsum prices for the approval of Engineer-in-charge. Payment for such items shall be made accordingly. In this regard decision of Engineer-in-charge shall be final and binding to the bidder.

Note: Any further breakup of each activity for the payment purpose can be done depending upon the site situation / requirement and Recommendation by Engineer-In-Charge and Approval of Construction-In-Charge.

2.0 PAYMENT METHODOLOGY

- 2.1 The contractor shall raise invoices on fortnightly basis. Bidder shall enclose all documents as per check list issued by PMC/IGGL. However, EIC may authorize payments for bills more frequently i.e., periodicity of less than fortnight, depending on site requirements.
- 2.2 After receipt of complete RA Bill as per terms and conditions of the contract and duly certified by Engineer-in-Charge (EIC), on-account payment equivalent to seventy percent (70%) of the net payable certified amount of the RA Bill will be released to the contractor within a period of 07 working days from submission of certified bill by PMC to IGGL. The balance amount will be released within a period of 15 days from submission of certified bill by PMC to IGGL.
- 2.3 Employer will release payment through e-payments/cheque only as detailed in the Bidding Document.
- 2.4 Further break-up of Lumpsum Prices, if deemed necessary for any progressive payment of individual item may be mutually arrived at between Engineer-in-Charge and the Contractor.
- 2.5 All payments against running bills are advance against the work and shall not be taken as final acceptance of work / measurement carried out till the final bill.
- 2.6 Bills shall be raised by contractor in line with check list attached in Tender document.
- 2.7 Contractor shall submit No Claim Certificate, No Dues Certificate and Indemnity Bond along with final bill. The Format for No Claim certificate and Indemnity Bond are enclosed elsewhere in the tender.

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SPECIFICATION FOR QUALITY ASSURANCE SYSTEM REQUIREMENTS

(Annexure - 6 to SCC)

(For Details – Refer Technical Specification enclosed in Vol-II of the Tender.)

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**STANDARD SPECIFICATION
FOR
HEALTH, SAFETY AND ENVIRONMENTAL (HSE)
MANAGEMENT AT CONSTRUCTION SITES**
 (ANNEXURE – 7 to SCC)
 (FOR DETAILS – REFER TECHNICAL SPECIFICATION ENCLOSED IN
VOL-II OF THE TENDER)

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CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIAL (ANNEXURE – 8 to SCC)

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ANNEXURE-8 TO SCC

1.0 CONDITIONS FOR ISSUE OF MATERIALS

Whenever any material is issued by Owner, following conditions for issue of material in addition to other conditions specified in the contract shall be applicable:

- 1.1 Necessary indents will have to be raised by the Contractor as per procedure laid down by the Engineer-in-Charge from time to time, when he requires the above material for incorporation in permanent works.
- 1.2 Materials will be issued only for permanent works and not for temporary works, enabling works etc. unless specifically approved by the Engineer-in-Charge and the same shall not be taken into account for the purpose of materials reconciliation.
- 1.3 The Contractor shall bear all other cost including lifting, carting from issue points to work site/Contractor's store, custody and handling etc. and return of surplus/serviceable scrap materials to Owner's storage points to be designated by the Engineer-in-Charge etc. No separate payment for such expenditure will be made.
- 1.4 No material shall be allowed to be taken outside the plant without a gate pass.
- 1.5 The Contractor shall be responsible for proper storage, preservation and watch & ward of the materials.
- 1.6 RETURN OF UNUSED MATERIAL
 - 1.6.1 All unused/scrap materials shall be the property of the Owner and shall be returned in good and acceptable condition size wise, category wise by the Contractor at his own cost to Owner's Store(s).
 - 1.6.2 No credit will be given to the Contractor for return of scrap. The Contractor should quote the rates accordingly.
 - 1.6.3 In case the Contractor fails to return unused/scrap materials, then recovery for such quantity of materials, not returned by the Contractor shall be affected at following penal rates from the Contractor's bills or from any other dues of the Contractor to the Owner. Contractor shall make his own arrangements for weighing the off cuts to be returned to Owner's stores.
 - 1.6.4 Penal Rates for non- return / return of materials:

Sl. No.	Material	Penal Rates
(a)	Penal rate for non return of accountable scrap	Issue Rate + 25% or Landed Rate + 25% (in case issue rate are not indicated in the contract)

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(b)	Penal rates for non return of Unused material/excess scrap	Twice the Issue Rates or Twice the Landed Rates (in case Issue Rates are not indicated in the Contract)
(c)	Penal rate for return of excess scrap	Issue Rate + 75% or Landed Rate + 75% (in case issue rate are not indicated in the contract)
(d)	Penal rate for return of excess serviceable materials	Issue Rate + 50% or Landed Rate + 50% (in case issue rate are not indicated in the contract)
- NOTE:
- 1) Landed Rate shall be arrived from the latest Purchase Order of respective material received at site by Owner/MECON.
 - 2) In case different penal rates have been indicated in the Contract (based on Project requirement), the same will supersede the above rates.

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**LIST OF MINIMUM EQUIPMENTS TO BE
DEPLOYED BY THE BIDDER**
(Annexure- 9 of Special Condition of Contract)

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ANNEXURE-9

LIST OF MINIMUM EQUIPMENTS TO BE DEPLOYED BY THE BIDDER

SL. NO.	DESCRIPTION OF EQUIPMENT	MINIMUM REQUIREMENT
1.	Hydraulic Excavator	1*
2.	Water Tanker 5 to 6 KL capacity	1*
3.	Concrete Mixer	1*
4.	Vibrator	1*
5.	Tractor/ Dumper / Tippers	1*
6.	Welding Machine	1
7.	Cable crimping tools	2
8.	Electrician tool kits	2
9.	Drill Machines	2
10.	Blower	1
11.	IR Tester - Fluke	1
12.	Cable, Pipe Locator	1*
13.	HV Tester 3kV	1

*As or when required.

Notes:

- Bidder is required to mobilize the above minimum critical equipments in good working condition and suitable for completion of work. Bidder is required to augment the above list with additional numbers / categories of equipments as per actual requirement and instruction of Engineer-In-Charge without any additional financial implication to client.
- Bidder shall replace any defective / damaged equipments promptly to complete the work without any time & cost implication to the client / owner.
- After completion of certain activities, in case equipments are not required the same can be de-mobilized with prior approval of Engineer-In-Charge.

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MINIMUM NO. OF SKILLED MANPOWER TO BE DEPLOYED

(Annexure-10 of Special Condition of Contract)

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ANNEXURE-10 TO SCC

MINIMUM NUMBER OF SKILLED MANPOWER TO BE DEPLOYED

Sl. No	DESCRIPTION	REQUIREMENT
1.	Resident Construction Manager / In charge cum Planning Engineer- Electrical (Full time at Site)	1
2.	Safety Officer	1*
3.	Qualified Welder	1*
4.	Discipline Engineer's (Civil/Mechanical/Electrical)	1*
5.	Foreman / Supervisor	1*

*As and when required.

The above proposed list of skilled manpower is the minimum to be deployed by Contractor.

NOTE: -

- (1) The details of minimum manpower required to be mobilized by the execution contractor to complete the work within schedule for each part given above and are not exhaustive. Contractor is required to augment the above list with additional numbers/categories of workmen as required and directed by Engineer-In charge to complete the work within the completion time schedule and quoted price.
- (2) The Manpower as identified above, should have required qualification and adequate relevant experience.
- (3) Contractor shall mobilize Resident Construction Manager/ In-charge, Planning Engineer/ Safety Officer who will be the permanent employees of the Contractor.
- (4) CV of proposed Resident Construction Manager/ In charge, Planning Engineer & Safety Officer to be submitted prior to start of work. The experience should be related to construction of Terminals / stations.
- (5) This manpower is to be mobilized per group within 15 days of award of work.

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ANNEXURE-10A TO SCC

EXPERIENCE CRITERIA FOR KEY PERSONNEL TO BE DEPLOYED DURING CONSTRUCTION

1. The Bidder must provide a detailed organizational chart indicating the organization or personnel and equipment for each phase of the Works. CVs of main key persons shall be submitted by the Contractor along with bid and replacement of any of these key persons after FOA/LOA issuance shall be approved by Owner / Owner's representative. Key persons shall be deployed during the entire duration of the work till completion of all works. Non deployment of key persons will be subject to recovery as defined elsewhere in the bid.

Following key persons to be deployed during construction:

Sl. No.	Position	Qualification & Knowledge	Experience	No. of Key Personnel (minimum)
1.	Construction Manager / Construction In-Charge	Degree / Diploma in Electrical Engineering	At least 10 years' experience for Degree holder and 15 years for Diploma holder in Construction of Terminal / Stations	1 No.
2.	Safety Officer / Foreman / Supervisor	Degree / Diploma in Engineering / Project Management	At least 4 years of experience for Degree holder and 8 years for Diploma holder in Safety Management in construction of Terminal / Stations	1 No.
5.	Discipline Engineer's (Civil/Mechanical/Electrical)	Degree / Diploma in Civil Engineering	At least 4 years of experience for Degree holder and 8 years for Diploma holder in quality management in construction of Terminal/stations.	1 No.

2. This description is only binding upon the Contractor. He must provide, at his own expense, all the necessary equipment, machinery and personnel even in addition to those indicated in the offer.

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HIRING / RECOVERY RATE FOR DEPLOYMENT OF MANPOWER (Annexure-11 of Special Condition of Contract)

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ANNEXURE –11 TO SCC

HIRING / RECOVERY RATE FOR DEPLOYMENT OF MANPOWER

1. The Labour rates are “all inclusive”. These rates include but are not limited to all payroll costs and allowances, payroll taxes, fringe benefits, protective and/or special clothing, construction supplies required for work of a nature included in this contract, overhead, profit insurance, transportation and travel time.
2. The rates are inclusive of providing hand tools and consumables such as electrodes, filler wire, gases, grinding wheels where the concerned category of labour is expected to use in execution of the job but exclusive of all major equipment and machineries.
3. The normal time labour rates shall apply for all hours worked upto eight (8) hours in a day and overtime rates shall apply for all hours worked in excess of eight (8) hours in one working day, Sunday and Public Holidays. The payment for part of the day shall be made on prorate basis.

SL NO.	CLASSIFICATION OF PERSONNEL	RATE PER DAY OF NORMAL HOURS	RATE PER HOUR FOR OVER TIME, SUNDAY & HOLIDAY
		IN RS.	IN RS.
1	FOREMAN	2475	540
2	SURVEYOR	1750	385
3	SUPERVISOR	2750	600
4	DECIPLINE ENGINEER	3500	775
5	SAFETY OFFICER	2750	600
6	GAS CUTTER	1155	250
7	GRINDER	1155	250
8	BRICK MASON	800	175
9	STONE MASON	800	175
10	STRUCTURAL WELDER	1650	360
11	QUALIFIED ARC WELDER-AUTOMATIC	2250	490
12	QUALIFIED ARC WELDER-MANUAL	1750	385
13	WATCHMAN/HELPER	650	140
14	CIVIL LABOUR (UNSKILLED LABOUR)	650	140
15	PIPELINE FITTER	1000	220
16	STRUCTURAL FITTER	850	185
17	COATER	850	185
18	MECHANIC	850	185
19	SITE EQUIPMENT/MACHINE OPERATOR	850	185

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SL NO.	CLASSIFICATION OF PERSONNEL	RATE PER DAY OF NORMAL HOURS	RATE PER HOUR FOR OVER TIME, SUNDAY & HOLIDAY
20	HEAVY MACHINE OPERATOR	1000	220
21	HEAVY DUTY DRIVER	1000	220
22	ELECTRICIAN	1000	220
23	FABRICATOR	1000	220
24	CARPENTER	800	175
25	PLUMBER	800	175
26	PAINTER	800	175
27	CABLE JOINTER	800	175
28	FUSION OPERATION/JOINTER	850	185
29	INSTRUMENTATION TECHNICIAN	850	185
30	INSULATOR	700	150
31	RIGGER	750	165
32	BHISTI (WATER MAN)	650	145
33	DOCUMENT CONTROLLER	1000	220
34	ACCOUNT OFFICER	1500	330
35	STORE KEEPER/INCHARGE	1000	220

(SIGNATURE OF BIDDER)

NOTES: -

1. Rates are final and tenderer is to sign only without deviation.
2. The recovery rates shall be the rates provided above plus 20% (twenty percent).

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EQUIPMENT HIRING/RECOVERY RATES

(Annexure-12 of Special Condition of Contract)

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ANNEXURE-12 TO SCC

EQUIPMENT HIRING/RECOVERY RATES FOR OIL AND GAS PROJECTS

SL. NO.	DESCRIPTION OF EQUIPMENT	UNIT	HIRING RATES (IN INR) INCLUDING CONSUMABLES & FUEL
1	Hydraulic Excavator	Per Day	Rs 10000/-
2	Water Tanker 5 to 6 KL capacity	Per Day	Rs 1500/-
3	Concrete Mixer	Per Day	Rs 1000/-
4	Vibrator	Per Day	Rs 1000/-
5	Tractor/ Dumper / Tippers	Per Day	Rs 1000/-
6	Welding Machine	Per Day	Rs 1500/-
7	Cable crimping tools	Per Day	Rs 500/-
8	Electrician tool kits	Per Day	Rs 200/-
9	Drill Machines	Per Day	Rs 300/-
10	Blower	Per Day	Rs 200/-
11	IR Tester - Fluke	Per Day	Rs 300/-
12	Cable, Pipe Locator	Per Day	Rs 500/-
13	HV Tester 3kV	Per Day	Rs 500/-

NOTES: -

1. Rates are inclusive of operators / drivers / Fuel /POL and consumables.
2. Rates are inclusive of contractor's overheads & profit.
3. In case of foreign bidder, conversion rate applicable on one day prior to price bid opening date published by the State Bank of India will be considered.
4. The recovery rates shall be the rates provided above plus 20% (twenty percent).
5. Hiring rates of above equipments are for one shift (i.e., 8 Hrs). Hiring rates for two shifts i.e. 16 hrs are 1.25 times of above rates & hiring rates for three shifts i.e. 24 hrs are 1.5 times of above rates

(SIGNATURE OF BIDDER)

SECTION VI
PARTICULAR JOB SPECIFICATION

SCOPE OF WORK (ELECTRICAL SYSTEM)

 IGGL	OIL & GAS SBU	COMPOSITE WORKS (ELECTRICAL & INSTRUMENTATION, CIVIL) FOR NEGDCL PIPELINE CONNECTIVITY	 MECON LTD, DELHI
TITLE	TABLE OF CONTENT (ELECTRICAL SYSTEM)	DOCUMENT NO.	Page 1 of 1
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TABLE OF CONTENT

Sl No.	Description	Document No./ Drawing No.	Rev. No.
VOL-I : DESIGN BASIS, SCOPE OF WORK, QAP, PJS & STANDARD DATASHEETS OF ELECTRICAL SYSTEM			
1	Scope of Work for Electrical system	MEC/23UU/05/E9/E/001	Rev. 0
2	Electrical Check List	-	Rev. 0
3	List of Tool Kits and instruments-Annexure A	-	Rev. 0
4	List of Suppliers of Major bought out items	-	Rev. 0
5	Inspection Categorization plan for electrical items	-	-
6	Quality Assurance Plan for Electrical system	MEC/05/E9/23UU/QAP/01	Rev. 0
7	Standard Datasheets of Electrical System	-	-
VOL-II : STANDARD SPECIFICATIONS OF ELECTRICAL SYSTEM			
8	Standard Specification of Electrical System	-	-
VOL-III : TENDER DRAWINGS & STANDARD DRAWINGS OF ELECTRICAL SYSTEM			
9	Tender Drawings of Electrical System-Single line diagram	MEC/23UU/05/E9/E/1081	0
10	Indoor lighting layout- RT NEGDCL	MEC/23VC/05/E9/E/1082	0
11	Typical Equipment Layout for Receiving Facility, NEGDCL	MEC/23VC/05/E9/E/NEGDCL/EQUIPMENT LAYOUT	0
12	Standard Drawings of Electrical System	-	-



INDRADHANUSH GAS GRID LIMITED

ELECTRICAL SCOPE OF WORKS

COMPOSITE WORKS (ELECTRICAL & INSTRUMENTATION, CIVIL) FOR NEGDCL
PIPELINE CONNECTIVITY

NORTH EAST GAS GRID PIPELINE PROJECT

(ELECTRICAL SECTION)



MECON LIMITED DELHI

Document No.	Revision No.	Date
MEC/23UU/05/E9/E/001	0	24.04.2025
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1.0	GENERAL
2.0	SCOPE
3.0	OTHER MISCELLENEOUS WORKS
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7.0	MAKE OF EQUIPMENTS AND MATERIALS
8.0	INSPECTION, TESTING AND COMMISSIONING
9.0	DRAWINGS, STANDARD SPECIFICATIONS AND INSTALLATION STANDARDS
10.0	TECHNICAL CRITERIA FOR ACCEPTANCE (ELECTRICAL) OF ELECTRICAL CONTRACTOR

Rev. No.	Date	Prepared By	Checked By	Approved By
0	24.04.2025	Aashis Moyal, Sr Manager	M.K.Jaiswara, Sr Manager	Pankaj Srivastava, Sr GM

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1.0 GENERAL

1.1 Introduction

M/s Indradhanush Gas Grid Limited (IGGL), a Joint Venture of IOCL, ONGC, IGGL, OIL and NRL, is in the process of implementing the North East Gas Grid (NEGG) with a vision to connect all the eight (08) north eastern state capitals and major consumption centers in the region. The NEGG will be connected to National gas grid at Guwahati through Barauni-Guwahati pipeline (already under execution by M/s IGGL).

M/s IGGL has awarded M/s MECON Limited Project Management Consultancy (PMC) services for North-East Gas Grid pipeline Project. The following pipeline are to be executed initially under NEGG Project –

SV-5 to NEGDCL (8" NB x 0.8 Km (approx.) from SV-5 to Receiving Terminal at NEGDCL.

The intent of this specification is to define the requirements for the supply of equipment and materials (as required), erection, testing and commissioning of the electrical power distribution system.

The work shall be carried out in the best workmanship – like manner, in conformity with these specifications, approved drawings and the instructions of the Engineer-in-charge from time to time.

In case of any conflict between the codes and standards listed, the same shall be brought to the notice of Owner/Consultant for final decision, which shall be binding.

1.2 Standards

The work shall be performed in conformity with, standard specifications and installation standards enclosed and code of practices of the Bureau of India Standards. In case of any conflict, the stipulations under this specification shall govern.

In addition, the work shall also conform to the requirements of the following:

The Indian Electricity Act, and the rules framed there under

The fire Insurance Regulations

The regulations laid down by the Chief Electrical Inspector of the state government / Central Electricity Authority (CEA).

The regulations laid down by the Factory Inspector.

The regulations laid down by the Chief Inspector of Explosives.

Any other regulations laid down by the Central, State or Local Authorities from time to time during the pendency of this contract.

M.B.Lal Committee recommendations for electrical design & installation.

1.3 Guarantee

The Bidder shall guarantee the installation against any defects of workmanship and materials (supplied by the Bidder) for a period of 12 months from the date of commissioning. Any damage or defects connected with the erection of materials, equipments or fittings supplied by the Bidder that may be undiscovered at the time of issue of the completion certificate, or may

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arise or come to light thereafter, shall be rectified or replaced by the Bidder at his own expense as deemed necessary and as per the instruction of the Engineer-in-charge within the time limit specified by the Engineer-in-charge.

The above guarantee shall be applicable for the quality of work executed as well as for the equipment / cable / fittings/ other material supplied by the Bidder.

1.4 Site Conditions

The equipment offered and the installation shall be suitable for continuous operation under the following site conditions.

Max. / Min temperature	:	50°C/2°C
Max. Relative humidity	:	95 %
Altitude	:	less than 1000 m
Atmosphere	:	To withstand site condition (Humid, Heavy rainfall during monsoon & low temp during winter)

1.5 Power Supply Parameters:

i) For RT Station:

NORMAL POWER	415V AC, 3 Phase & Neutral
LIGHTING DISTRIBUTION (Normal)	230 V AC, 1 Phase
INSTRUMENTATION	230 V AC, 1 Phase
(UPS)	24 V DC
TELECOM SYSTEM (UPS)	-48 V DC
SCADA (UPS)	24 V DC
CP SYSTEM (UPS)	48 V DC
FIRE DETECTION & ALARM SYSTEM (UPS)	240 V AC, 1 Phase

2.0 SCOPE

The Bidder's scope of work includes following:

2.1 SCOPE OF DESIGN & ENGINEERING

- 2.1.1 Submission of electrical equipment design calculations, Complete SLD with control scheme, detail engineering, various drawings/layouts for review and approval, data sheets, BOM, preparation of site engineering drawings and details for installation works wherever applicable or required by the Engineer-in-charge, and submits to the Engineer-in-charge for review.
- 2.1.2 Correction, updating and submission of all Owner's drawings for as-built status.
- 2.1.3 Obtaining clearance for energizing the complete electrical facilities covered under this tender and approval of installation and drawings from the Chief Electrical Inspector of the State Government/Central Electricity Authority and other statutory authority as required. This includes

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equipments installed or commissioned by others within the battery limit. This is for the purpose of obtaining a comprehensive approval in one go.

2.2 SCOPE OF SUPPLY

Following electrical equipment and material are in the Bidder's scope of supply in this tender.

- 2.2.1 415V, 160A, 30 KA Single Front Indoor LT Panel to receive and distribute power for all stations, as per SLD no. MEC/23UU/05/E9/E/1081.
- 2.2.2 MV power and control cable (XLPE – insulated armoured Al/Cu conductor 1/2/3/3.5/4 core cables).
- 2.2.3 GI pipes, GI Cable-trays and accessories, cable markers, identifier tags, GI saddles and all other associated accessories for cable-laying.
- 2.2.4 FLP (CMIFR tested, PESO approved) type double-compression nickel-plated brass cable glands, tinned- copper lugs, clamping material etc. for cable termination.
- 2.2.5 Lighting system, including lighting fixtures, lighting and power panels, switches, sockets in safe and hazardous area.
- 2.2.6 Earthing and lightning protection system, including earthing pits, earth electrodes, earthing strips, grounding conductor of various sizes, Cu strip for flange jumper and Cu earth plates etc.
- 2.2.7 Safety equipment in the stations/terminals, like shock treatment charts, caution boards, first aid equipment, rubber mats, portable fire extinguishers, sand bucket etc.
- 2.2.8 *5/10 KVA UPS system, Rectifier, Battery Bank, ACDB / DCDB & interconnecting cables are not in scope of this contract. Same shall be supplied, installed, tested & commissioned by other contractor through separate tender.*

However, Contractor scope of work includes incoming cables for UPS & all outgoing cables & cabling work from various ACDB & DCDBs.
- 2.2.9 Cables between transformer LT terminals/ NEGDCL PDB/MPDB & load break fuse switch unit, cable supports, FLP double compression cable glands, Cu lugs etc. as required.
- 2.2.10 Fabrication and supply of MS frames, supports, canopies and brackets for miscellaneous electrical equipments, including welding, supply of bolts, nuts etc for mounting and other necessary supplies, all inclusive of painting as specified.
- 2.2.11 Cable gland plate of suitable size & of min 3mm thickness shall be provided for cable termination, wherever required, for all the electrical panels (PDB/LDB/OLDB/UPS etc)
- 2.2.12 **CO-ORDINATION WITH OTHER CONTRACTORS**

Contractor shall be entirely responsible for Co-ordination with other contractors of UPS/Solar/Battery & it should be ensured that the terminal work should be timely executed.

If the contractor fails to timely execution of the terminal work, necessary penalty clause shall

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be applied as per the direction of the Engineer-in-Charge.

2.2.13 All works relating to statutory approvals of the complete installation, from competent authority like CEA, DGMS, State electricity authority/Board etc, shall be in the scope of contractor

Note: SLDs (MEC/23UU/05/E9/E/1081) attached with tender documents are for tender purpose only. Detailed SLD shall be furnished by the Bidder as per the requirements of the system. Any change, Modifications, Addition/deletion occurs later due to system requirements shall deem to be inclusive in the price quoted by the Bidder, no extra cost shall be paid for the same.

2.3 SCOPE OF INSTALLATION, TESTING & COMMISSIONING

Installation, testing and commissioning of electrical materials and equipment as per the issued drawings and direction of the engineer at site office-

- 2.3.1 Laying & termination of all MV/HV power and control cables laid in concrete-lined trenches, buried cable trenches, pipes, road crossings, pipe-racks etc.
- 2.3.2 Installation testing & commissioning of 415 V switch boards/PDBs/MLDBs/LDBs.
- 2.3.3 Installation, testing & commissioning of Cables between transformer/ NEGDCL PDB/MPDC, LT terminals of transformer & load break fuse switch unit, cable supports, double compression cable glands, lugs etc as required.
- 2.3.4 Installation, testing and commissioning of lighting system in buildings.
- 2.3.5 Installation, testing and commissioning of outdoor street lighting system & lighting system for process area.
- 2.3.6 Installation, testing & commissioning of earthing system for electrical, telecom and instrumentation earthing.
- 2.3.7 Installation, testing and commissioning of the free issued materials, if any supplied to the Bidder.
- 2.3.8 All works relating to statutory approvals of the complete installation, from competent authority like CEA, DGMS, State electricity authority/Board etc, shall be in the scope of Bidder

3.0 OTHER MISCELLANEOUS WORKS

- 3.1 Preparation of buried cable trenches, including, back filling, compacting providing of brick protection by second-class bricks, spreading of fine river sand, including all supplies.
- 3.2 The job includes repairing of all civil works damaged during installation of electrical facilities.
- 3.3 The scope of work under this contract shall be inclusive of breaking of walls, floors and chipping of concrete foundations necessary for the installation of equipment, materials, and making good of the same.
- 3.4 Minor modifications wherever required to be done in the owner free supplied equipments / devices to enable cable entry, termination, etc.

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- 3.5 Sealing of opening made in the walls / floors for cables trays, cables, bus ducts, etc using acceptable practice and standards.
- 3.6 Supply and installation of all other accessories not specifically mentioned herein, but never the less necessary for completion of the job.

4.0 AREA CLASSIFICATION

Hydrocarbon handling areas have been generally classified as zone 1 & 2, gas group IIA/IIB as per IS: 5572, API RP-500, OISD - 113 and IP Rules. All equipments to be installed in these areas shall be suitable for the area classification with temperature class T3 (200°C), CMIFR testing and approved by CCOE, PESO, DGFAS and having BIS license.

5.0 JOB SPECIFICAITONS

Various electrical works covered under this contract like equipment erection, cabling, lighting and grounding works, etc. shall be performed in accordance with specifications attached with this tender. (Certain clauses of specifications, which are applicable to equipments or system not covered under this contract, shall not be applicable).

Erection and commissioning of certain special equipments shall be performed in accordance with supplier's instructions and directions of the Engineer-in-charges under supervision by equipment supplier/s.

The equipments/materials to be supplied by the Bidder shall conform to the requirements of the applicable specifications enclosed in the tender document.

6.0 POWER SUPPLY TO IGGL FACILITIES AT RT NEGDCCL-

- 6.1 Power connectivity from nearest available power source through Cables (O/H or U/G) alongwith all requisite materials from M/s NEGCL PDB/MPDB shall be in the scope of Bidder.

7.0 STATUTORY APPROVAL OF WORKS

All works relating to statutory approvals of the complete installation, from competent authority like CEA, DGMS, State electricity Authority/Board etc, shall be in the scope of Bidder.

The application on behalf of the owner for submission to Electrical Inspector / DGMS etc. along with copies of required certificates and drawings, complete in all respects, shall be prepared by the Bidder and submitted to the Engineer-in-charge for onward transmission well ahead of time so that the actual commissioning of equipment are not delayed for want of inspection by the Electrical Inspector / DGMS. The actual Liaison work shall be arranged by the Bidder and necessary coordination and liaisons work in this respect shall be responsibility of the Bidder. However, the Owner on submission of bills along with documentary evidence shall reimburse any fee paid to the statutory Authority in this regard.

8.0 MAKES OF EQUIPMENTS AND MATERIALS

All equipments / materials supplied by the Bidder shall be as per the list of approved makes enclosed with this document subject to submission of Certification and approvals.

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9.0 INSPECTION, TESTING & COMMISSIONING

- 9.1 All the equipment supplied and installed by the Bidder shall be tested and commissioned as required and no separate payments shall be made for the same. Any damage or defect noticed shall be brought to the notice of the engineer- in-charge and will be rectified without any delay and no payments shall be made for rectification.
- 9.2 Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the Bidder shall carry out the rectification at his own cost.
- 9.3 The Bidder shall carry out all the tests as enumerated in the technical specifications and as per applicable codes and standards.
- 9.4 Before the electrical system is made live, the electrical Bidder shall carry out suitable tests to establish to the satisfaction of engineer-in-charge that the installation of equipments, wiring and connections have been correctly done and are in good working condition and that it will operate as intended.
- 9.5 All the tests shall be conducted in the presence of Owner/ Engineer-in/charge or his authorized representative unless he waives this requirement in writing. The Bidder shall arrange all testing equipment necessary to carry out the test. The tests shall be recorded on approved Performa and certified records of the tests shall be submitted to Owner/ Engineer-in-charge.
- 9.6 After the completion of all tests and rectification of all defects pointed out during final inspection, plant start-up trials would be commenced. During the start-up trials Bidder shall provide skilled / unskilled personnel and supervision round the clock at his cost. The number and category of workmen and duration up to which required, will be decided by the Engineer-in-charge. Any defects noticed during the start-up trial relating to the equipment supplied and work carried out by the Bidder, will be rectified by the Bidder at his own cost.
- 9.7 Engineer-in- charge shall have the right to get these defects rectified at the risk and cost of the Bidder if he fails to attend to these defects immediately as desired.
- 9.8 After the operating conditions are fully achieved in the plant and the other requirements as stated in the General Conditions of Contract are fulfilled, the Bidder would be eligible for applying for a completion certificate.

10.0 DRAWINGS, STANDARD SPECIFICATIONS AND INSTALLATION STANDARDS

- 10.1 The equipments / materials to be supplied by the Bidder shall conform to the requirements of the applicable specifications. Also the installation of various material / equipment shall conform to the installation standards /norms.
- 10.2 The drawings accompanying the tender documents when read with specification shall depict the electrical system of the Terminal. These are indicative of the nature of work and issued for tendering purposes only. Purpose of these drawings is to enable the tendered to make an offer in line with the requirements of the Owner. Construction shall be as per drawings / specifications issued / approved by the Engineer-in-charge during the course of execution of work.

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10.3 Conduit layout drawing in ceiling, wherever required, to be prepared by the Bidder and shall be submitted for approval.

10.4 After the job completion, Bidder shall prepare AS-BUILT drawings and documents, submit catalogues/manuals (O&M) of major brought out items like Inverter, HT Substation, Lighting fixture etc. Final certified as built drawings, documents and manuals etc shall be submitted by the Bidder to owner in bound volume with one set in soft copy (CD) plus five sets of prints.

11.0 TECHNICAL CRITERIA FOR ACCEPTANCE (ELECTRICAL) OF ELECTRICAL SUB-CONTRACTOR

11.1 Copy of Electrical Contractor's license –Class **A or B** from Electrical Licensing Board.

11.2 Credential of Electrical Contractor which shows completion of LT Panel, Transformer, LT panels lighting, earthing work etc

11.3 The Main/Electrical Contractor shall be the single point responsible vendor for all electrical equipments like LT panel, electrical works, Transformer etc.

-X-X-X-

 IGGL	OIL & GAS SBU	COMPOSITE WORKS (ELECTRICAL & INSTRUMENTATION, CIVIL) FOR NEGDC PIPELINE CONNECTIVITY	 MECON LTD, DELHI
TITLE	Electrical Check List	Document No.	Page 1 of 1
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TO BE FILLED-UP BY TENDERER

Sl. No.	Description	Remarks
1.	No deviation from the Electrical Specification/ SOR	
2.	Unpriced schedule of rate (SOR) enclosed.	
3.	List of similar electrical job undertaken during last three years has been enclosed with the offer.	
4.	List of electrical personnel employed, with their qualification & experience, has been enclosed with the offer.	
5.	Credential of electrical sub-contractor, enclosed with the offer.	
6.	Photocopy of Electrical Contractor's license – has been enclosed with the offer.	

ELECTRICAL
INSPECTION CATEGORIZATION PLAN FOR ELECTRICAL ITEMS

Inspection of various Electrical items shall be carried out as per following categorization plan :

S.No.	Item description	Site Acceptance based on Manufacturer Test Certificate review at site(In line with Approved documents)	Inspection at Manufacturer's works by TPIA (IWC by Mecon based on TPIA's Inspection doc)	Inspection at Manufacturer's works by IGGL/MECON
1.	PDB	X	✓	X
2.	Earthing material (Earth pit with GI Electrode/Cu plate Electrode, GI/Copper Strips,GI wire, GI Lightning rod, Advance Maintenance free earthing system)	✓	X	X
3.	Power & Control Cables (HT & LT)	X	✓	X
4.	Lighting fixtures (FLP & Non-FLP type)	✓	X	X
5.	Street Light Pole (6Mtr height)	✓	X	X
6.	Ceiling/Wall mounted Fans, Exhaust Fans,Air conditioners,	✓	X	X
7.	Cable Tray	✓	X	X
8.	First Aid box	✓	X	X



**COMPOSITE WORKS (ELECTRICAL &
INSTRUMENTATION, CIVIL) FOR NEGDCL
PIPELINE CONNECTIVITY**



MECON LIMITED

9.	Carbon-di-oxide(CO2) type fire extinguisher	✓	X	X
10.	Insulating Mast	✓	X	X

IWC- Inspection waiver certificate.



**NORTH EAST GAS GRID PIPELINE PROJECT
SV-5 to RT NEGDC CONNECTIVITY**



MECON LIMITED

ELECTRICAL
LIST OF SUPPLIERS OF MAJOR BOUGHT-OUT ITEMS

Air Conditioner

1. O General
2. Daikin
3. Hitachi

Batteries (Lead Acid)

1. Amco Batteries Ltd.
2. Exide Industries Ltd.
3. HBLNIFE Power System Ltd.
4. Amara Raja Batteries Ltd.

Batteries (Nickel Cadmium)

1. Amco Batteries Ltd.
2. HBLNIFE Power Systems Ltd.

Batteries Charger/DC-DC Converter

1. Amara Raja Power System(P)Ltd.
2. BCH.
3. Chhabi Electricals Pvt. Ltd.
4. Caldyne Automatics Limited
5. Dubas
6. HBL Nife Power Systems Ltd.
7. Universal Industries Products
8. Universal Instrument Mfg Co Pvt Ltd

Cable – Fire Alarm & Communication Cables

1. Cords Cable Industries Ltd.
2. CMI
3. Delton cables Ltd.
4. ELKAY Telelinks
5. KEI Industries Ltd.
6. Reliance Engineers Ltd.

Cable – HT(XLPE)

1. Universal Cable Ltd.
2. KEI Industries Ltd.
3. Industrial Cables



**NORTH EAST GAS GRID PIPELINE PROJECT
SV-5 to RT NEGDC CONNECTIVITY**



MECON LIMITED

4. NICCO Corporation Ltd.
5. Uniflex
6. Polycab.
7. Torrent cables Ltd.
8. Gloster cables limited Secunderabad (upto 11kv)
9. Gemscab industries ltd Delhi (upto 11kv)
10. CMI LIMITED New Delhi- (upto 11kv)
11. Apar Industries Ltd (Unit: Uniflex Cables) MUMBAI-(upto 11kv)

Cable – LT Power and Control

1. Cords Cable Industries Ltd.
2. Universal Cable Ltd.
3. KEI Industries Ltd.
4. Havells.
5. Delton
6. Elkay Telelinks
7. Evershine Electricals
8. Ecko
9. Ravin
10. Rallison.
11. Suyog
12. Netco
13. Uniflex
14. Paramount
15. Gloster
16. Associated cables Pvt Ltd.
17. CMI
18. Gemscab
19. Industrial cables
20. NICCO
21. Polycab
22. RR Kabel Ltd,Vadodara
23. Torrent
24. Ocean Cables Pvt Ltd
25. Chandresh Cables Ltd
26. RR Kabel Ltd,Vadodara

Cable – Gland



**NORTH EAST GAS GRID PIPELINE PROJECT
SV-5 to RT NEGDCL CONNECTIVITY**



MECON LIMITED

1. Baliga
2. Comet
3. Flexpro
4. Flameproof
5. FCG
6. Electro Werke
7. Dowels
8. CCI

Cable – Lugs

1. Dowels
2. Jainson
3. Ismal

Cable – Tray

1. Rukmani Electricals & Components Pvt Ltd Hooghly
2. Advance Power Product Kolkata
3. Ercon Composites
4. Yamuna Power & Infrastructure Ltd.
5. Aditya Steel Industries
6. Eros Metal Works (P) Ltd Nagpur
7. Pentax Ferro Incorporate Mumbai
8. Eros Metal Works (P) Ltd Nagpur
9. Satyam composites pvt. Ltd, Vadodara (FRP Cable Tray)
10. Umip Composites Pvt Ltd Ahmedabad(FRP Cable Tray)

Cable Termination and Jointing Kit

1. CCI
2. Raychem
3. M-Seal

Ceiling/Exhaust/Pedestal Fans & Circulators

1. Bajaj Electricals Ltd.
2. Crompton Greaves Ltd.
3. Khaitan Electricals Ltd.
4. Havell's



**NORTH EAST GAS GRID PIPELINE PROJECT
SV-5 to RT NEGDCCL CONNECTIVITY**



MECON LIMITED

Contractors – AC Power & Control

- 1 Andrew Yule
- 2 ABB
- 3 BHEL
- 4 C&S
- 5 Havell's
- 6 L&T
- 7 Schneider
- 8 Siemens Ltd.
- 9 Telemechanique

Control Transformer

1. AE
2. Indushree
3. Intra Vidyut
4. Kalpa Elektrikals
5. Transpower Industries Ltd.
6. Siemens

DG Set

1. Sterling and Wilson.
2. GD ankalesaria.
3. Deev Genset.
4. Jackson
5. Sudheer Gensets.
6. Power Engineering(India) Pvt Ltd.

Earthing Materials

1. Rukmani Electrical & Components Pvt Ltd.
2. Indiana Grating Pvt Ltd.
3. Jef Techno Solutions Pvt Ltd
4. Brass copper & alloy (i) ltd Mumbai
5. Reliable sponge pvt.ltd Rourkela

Flame proof LDB's/ JB,s/Control Station/ switches/ Flame Proof Feeder Pillar

1. FCG
2. Sudhir



NORTH EAST GAS GRID PIPELINE PROJECT
SV-5 to RT NEGDCL CONNECTIVITY



MECON LIMITED

3. Prompt Engineering Works
4. Flame Proof equipments pvt. Ltd.
5. Baliga Lighting Equipments Pvt. Ltd.
6. Flexpro Electricals Pvt. Ltd.

High Mast

1. Bajaj Electricals Limited
2. Crompton Greaves Limited.
3. Philips India Limited
4. Surya Roshani

High Voltage PCC/ MCC panels

1. BHEL
2. Control and Switchgear
3. Siemens
4. Tricolite Electrical Industries
5. Schneider
6. CGL
7. L&T

Indicating Lamps

1. Alstom Ltd.
2. BCH
3. L&T Ltd.
4. Siemens Ltd.
5. Vaishno Electricals

Indicating Meters

1. ABB
2. AMCO
3. AE
4. Alstom Ltd. (EE)
5. Conzerv/Schneider
6. Elecon Measurement Pvt. Ltd.
7. HPL Electric & Power Pvt. Ltd.

8. MECO Instruments Ltd.
9. Minilec
10. Rishabh Instruments Pvt. Ltd.
11. Trinity energy system
12. kaycee
13. Salzer

Lighting Fixtures

1. GE Lighting Pvt. Ltd.
2. Bajaj Electricals Ltd.
3. Crompton Greaves Ltd.
4. Philips India Ltd.

Lighting Fixtures – Flameproof

1. Bajaj Electricals Ltd.
2. Baliga Lighting Equipment Pvt. Ltd.
3. Crompton Greaves Ltd.
4. CEAG Flameproof Controlgear Pvt. Ltd.
5. Flexpro Electricals Pvt. Ltd.
6. Philips India Ltd.
7. Sudhir Switchgears Pvt. Ltd.
8. FCG.

Miniature Circuit Breakers (MCBs) and Lighting DB

1. ABB
2. Hagger
3. Havell's India Ltd.
4. Indo Asian Fusegear Ltd.
5. Legrand
6. MDS Switchgear Ltd.
7. Schneider
8. Siemens Ltd.
9. HPL

Moulded Case Circuit Breaker (MCCBs)



NORTH EAST GAS GRID PIPELINE PROJECT
SV-5 to RT NEGDCCL CONNECTIVITY



MECON LIMITED

1. ABB
2. Andrew yule
3. Larsen & Toubro
4. Schneider
5. Siemens
6. Control and Switchgear

Protection Relays – Thermal

1. BCH
2. L&T Ltd.
3. Siemens Ltd.
4. Scheinder
5. Telemenchanique & Controls (India) Ltd.

Low Voltage Power Control Center (PCC)/ MCC/ PDB/ MLDB/ LDB

1. Pyrotech Electronics Pvt. Ltd.
2. Risha control Engineers Pvt. Ltd.
3. ABB
4. BCH
5. C & S
6. Elecmech Switchgear & Instrumentation
7. KMG ATOZ
8. L&T
9. Siemens
10. Tricolite Electrical Industries
11. Unilec Engineers Ltd.
12. Vidyut Control India Pvt. Ltd.
13. Control and Schematic
14. Zenith Engineering

Push Buttons

1. BCH
2. Alstom Ltd.
3. L&T
4. Siemens Ltd.
5. Telemenchanique & Controls (India) Ltd.

6. Vaishno Electricals

Switches-Control

1. BCH
2. Easum Reyrolle Relays & Devices Ltd.
3. Alstom
4. Kaycee Industries Ltd.
5. L&T
6. Siemens Ltd.

Switches – 5/15A Piano/ Plate, Switch Socket

1. Anchor Electronics & Electricals Pvt. Ltd.
2. Kingal Electricals Pvt. Ltd.
3. North-West Switchgear Ltd.

Switch Socket Outlets (Industrial)

1. Alstom Ltd.
2. Best & Crompton Engineering Ltd.
3. BCH
4. Crompton Greaves Ltd.
5. Essen Engineering Company Pvt. Ltd.

Solar Modules

1. Tata BP Solar (I) Ltd.
2. REIL, Jaipur.
3. CEIL, Sahibabad.
4. HBL Power

Solar Street Lighting

1. Tata BP Solar (I) Ltd.
2. REIL, Jaipur.
3. CEIL, Sahibabad.
4. HBL, Hyderabad



NORTH EAST GAS GRID PIPELINE PROJECT
SV-5 to RT NEGDCCL CONNECTIVITY



MECON LIMITED

Terminals Blocks

1. Connectwell
2. Controls & Switchgear Co. Ltd.
3. Elmex Controls Pvt. Ltd.
4. Essen Engineering Co. Pvt. Ltd.

Transformers

1. ABB
2. Andrew Yule
3. Areva
4. BHEL
5. Bharat Bijlee
6. Crompton Greaves
7. EMCO Ltd.
8. Intra Vidyut
9. Indushree (Upto 200 KVA)
10. Indcoil
11. Kirloskar
12. Skippers Electricals
13. Transformers & Rectifiers (I) Ltd.
14. Voltamp
15. Telawne Power Equipments Private Limited Navi Mumbai

UPS System and Inverter

1. DB POWER/EMERSON/VERTIVE
2. APLAB
3. KELTRON
4. HI-REL
5. DUBAS
6. Toshiba Corporation
7. Fuzi Electric Co Ltd

GI-Octogonal Pole



**NORTH EAST GAS GRID PIPELINE PROJECT
SV-5 to RT NEGDCL CONNECTIVITY**



MECON LIMITED

1. Bajaj
2. Transrail
3. Wipro

Note:-

1) For any other item(s) for which the vendor list is not provided, bidders can supply those item(s) from vendors/ suppliers who have earlier supplied same item(s) for the intended services in earlier projects and the item(s) offered is in their regular manufacturing/ supply range.

The bidder is not required to enclose documentary evidences (PO copies, Inspection Certificate etc.) along with their offer, however in case of successful bidder, these documents shall required to be submitted by them within 30 days from date of Placement of Order for approval to IGGL / MECON.

2) The details of vendors indicated in this list are based on the information available with MECON. Contractor shall verify capabilities of each vendor for producing the required quantity. PMC does not guarantee any responsibility on the performance of the vendor. It is the contractor's responsibility to verify the correct status of vendor and quality control of each parties and also to expedite the material in time.

-X-X-X-

QUALITY ASSURANCE PLAN (ELECTRICAL)

	CONTRACTOR		QUALITY ASSURANCE PLAN FOR ELECTRICAL EQUIPMENT				CLIENT:		M/s IGGL			
	ORDER NO. & DATE						PROJECT:		NORTH EAST GAS GRID PIPELINE PROJECT (SV-5 to NEGDCI Connectivity)			
	SUB-CONTRACTOR						PACKAGE NO.		23UU			
	ORDER NO. & DATE						PACKAGE NAME		Electrical System			

INSTRUCTIONS FOR FILLING UP : 1. QAP shall be submitted for each of the equipment separately with break up of assembly/sub-assembly & part/component or for group of equipment having same specification. 2. Use numerical codes as indicated for extent of inspection & tests and submission of test certificates & documents. Additional codes & description for extent of inspection & tests may be added as applicable for the plant and equipment 3. Separate identification number with quantity for equipment shall be indicated wherever equipment having same specifications belonging to different facilities are grouped together. 4. Weight in tonnes (T) must be indicated under column 5 for each item. Estimated weights may be indicated wherever actual weights are not available.	CODES FOR EXTENT OF INSPECTION, TESTS, TEST CERTIFICATES & DOCUMENTS: <table style="width:100%;"> <tr> <td style="width:25%;">Code</td> <td style="width:25%;">Description</td> <td style="width:25%;">Code</td> <td style="width:25%;">Description</td> <td style="width:25%;">Code</td> <td style="width:25%;">Description</td> <td style="width:25%;">DOCUMENTS:</td> </tr> <tr> <td>1.</td> <td>Visual</td> <td>12.</td> <td>Routine test as per relevant IS other standard</td> <td>23.</td> <td>Short time rating</td> <td>D1. Approved GA drawings</td> </tr> <tr> <td>2.</td> <td>Dimensional</td> <td>13.</td> <td>Type test as per relevant IS/ other standard</td> <td>24.</td> <td>Operational & functional check</td> <td>D2. Approved single line/ schematic diagram</td> </tr> <tr> <td>3.</td> <td>Fitment & Alignment</td> <td>14.</td> <td>Impulse Test</td> <td>25.</td> <td>Over Speed Test</td> <td>D3. Approved data sheet</td> </tr> <tr> <td>4.</td> <td>Physical Test (Sample)</td> <td>15.</td> <td>Partial Discharge Test</td> <td>26.</td> <td>Flame Proof Test</td> <td>D4. Approved bill of materials</td> </tr> <tr> <td>5.</td> <td>Chemical Test (Sample)</td> <td>16.</td> <td>Heat run rise test/tempr.</td> <td>27.</td> <td>Clearance and creepage Distance</td> <td>D5. Unpriced P.O. copy</td> </tr> <tr> <td>6.</td> <td>Ultrasonic Test</td> <td>17.</td> <td>Enclosure Protection Test</td> <td>28.</td> <td>Acceptance Test</td> <td>D6. Calibration Certificate of all measuring instruments and gauges</td> </tr> <tr> <td>7.</td> <td>Magnetic Particle Test (MPT)</td> <td>18.</td> <td>Calibration</td> <td>29.</td> <td>Harmonics measurement .</td> <td></td> </tr> <tr> <td>8.</td> <td>Radiography Test</td> <td>19.</td> <td>Noise & Vibration</td> <td></td> <td></td> <td></td> </tr> <tr> <td>9.</td> <td>Dye Penetration Test</td> <td>20.</td> <td>Test certificates for bought out components</td> <td></td> <td></td> <td></td> </tr> <tr> <td>10.</td> <td>Measurement of IR Value</td> <td>21.</td> <td>Tank Pressure Test</td> <td></td> <td></td> <td></td> </tr> <tr> <td>a) Before HV Test</td> <td></td> <td>22.</td> <td>Paint shade verification</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b) After HV Test</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>11.</td> <td>High Voltage test/Dielectric test</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	Code	Description	Code	Description	Code	Description	DOCUMENTS:	1.	Visual	12.	Routine test as per relevant IS other standard	23.	Short time rating	D1. Approved GA drawings	2.	Dimensional	13.	Type test as per relevant IS/ other standard	24.	Operational & functional check	D2. Approved single line/ schematic diagram	3.	Fitment & Alignment	14.	Impulse Test	25.	Over Speed Test	D3. Approved data sheet	4.	Physical Test (Sample)	15.	Partial Discharge Test	26.	Flame Proof Test	D4. Approved bill of materials	5.	Chemical Test (Sample)	16.	Heat run rise test/tempr.	27.	Clearance and creepage Distance	D5. Unpriced P.O. copy	6.	Ultrasonic Test	17.	Enclosure Protection Test	28.	Acceptance Test	D6. Calibration Certificate of all measuring instruments and gauges	7.	Magnetic Particle Test (MPT)	18.	Calibration	29.	Harmonics measurement .		8.	Radiography Test	19.	Noise & Vibration				9.	Dye Penetration Test	20.	Test certificates for bought out components				10.	Measurement of IR Value	21.	Tank Pressure Test				a) Before HV Test		22.	Paint shade verification				b) After HV Test							11.	High Voltage test/Dielectric test					
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ABBREVIATIONS USED : CONTR : CONTRACTOR MFR : MANUFACTURER														

EQUIPMENT DETAILS							INSPECTION AND TESTS						Test Certificates & documents to be submitted to MECON	Acceptance Criteria Standards /IS/ BS/ASME/ Norms and Documents	REMARKS / SAMPLING PLAN
Sl. No.	Description (With equipment heading, place of use, and Brief Specifications)	Identification No.	Quantity		Manufacturer's Name and Address	Expected schedule of Final Inspection	Raw Material and inprocess stage inspection			Final Inspection/Test by					
			No/M	T			MFR	CONTR	MECON	MFR	CONTR/ TPI	MECON/ Owner			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1.	Power & Lighting Distribution Board/MCCB Enclosure		Set				1,2,3,4, 24, 27	-	-	1,2,3,12, 22, 24,27	1,2,3,12, 22, 24,27	1,2,3,12, 22, 24,27	D1, D2, D3, D4, D5, D6, 20, 12,13*,16	I.S.,Data Sheet, Specification, Approved Drawings	13* for similar rating
2	LT Power and Control Cable		Mt.				-	-	-	1,10,11, 12,13, 28	1,2,10,11, 12, 28	1,2,10,11, 12, 28	12,13,28 D3, D5, D6,	I.S., Data Sheet, Specifications & Test Certificate	13* for similar rating. Inspection to be done by TPI
3	Distribution Transformer upto 100 KVA.		No.				1,2,3,4, 21,27	-	-	1,2,10,11, 12	1,2,10,11, 12,22,27	1,2,10,11, 12,22,24, 27	12,13,20 D3, D5, D6	I.S., Data Sheet, Specifications & Test Certificate	13* for similar rating. Inspection to be done by TPI
4.	AVR (AUTOMATIC VOLTAGE REGULATOR)		Set				1,2,3,4, 21,27	-	-	1,2,10,11, 12	1,2,10,11, 12,22,27	1,2,10,11, 12,22,27	12,13,20 D3, D5, D6	I.S., Data Sheet, Specifications & Test Certificate	13* for similar rating. Inspection to be done by TPI

For Manufacturer (Stamp & Signature)	For CONTR (Stamp & Signature)	For MECON (Stamp & Signature)	Q.A.P. NO. MEC/05/E9/23UU/QAP/01 SHEET 1 OF 1 R-0

*Refer inspection categorization plan for IWC/IC Category inspections.

STANDARD DATA SHEETS (ELECTRICAL SYSTEM)

REV.: 0

Edition : 1

**DATA SHEET
FOR
LV SMALL POWER DISTRIBUTION BOARD**

DATA SHEET NO. - MEC/DS/05/E9/076A



**(OIL & GAS SBU)
MECON LIMITED**

MECON LIMITED REGD. OFF: RANCHI 834002	STANDARD DATA SHEET		
	ELECTRICAL SECTION, DELHI		
TITLE	LV SMALL POWER DISTRIBUTION BOARD	DOCUMENT NO. MEC/DS/05/E9/076A	Page 1 of 4
			REVISION : 0
			EDITION : 1

ANNEXURE - I

Switch Board		
1.1	Rated voltage and frequency	415V, 3phase, 4 wire, 50Hz
1.2	Maximum voltage	500V
2.0	Continuous current rating at design ambient temperature	As per approved SLD at 45°C with IP 52 enclosure
3.0	Type of enclosure as per IS 2147	IP 52
3.1	Minimum thickness of sheet steel	2mm
4.0	Applicable standards	IS 2147, 8623
5.0	Design ambient temperature	45°C
6.0	One second short time rating of switch board with minimum busbars, feeder busbars, kA(RMS)	As per SLD
7.0	Dynamic through fault current with complete busbars, kA (peak)	
8.0	The formation (Max.)	Max 6
9.0	Maximum No. of cable terminations in each type of cubicle	
9.1	Size and no.	As per SLD
10.0	Incoming termination of LT switch board	As per SLD
11.0	Incoming termination top/bottom	Bottom for cable Top for busduct
12.0	Outgoing feeder cable entry top/bottom	Bottom
13.0	Minimum clearances at front and back of board	1.5m/1m
14.0	Dimensions LxBxH	
15.0	Maximum Dimensions of shipping sections LxBxH	2.5 x 1.5 x 2.4M
16.0	Min. clearances in air in mm	
16.1	Between phases	25.4mm
16.2	Between live parts and ground	19.0mm
17.0	One minute PF withstand voltage	2.5kV
18.0	Paint shade	631 of IS-5
	Busbars	
1.0	Busbar material & cross section	

MECON LIMITED REGD. OFF: RANCHI 834002	STANDARD DATA SHEET		
	ELECTRICAL SECTION, DELHI		
TITLE	LV SMALL POWER DISTRIBUTION BOARD	DOCUMENT NO. MEC/DS/05/E9/076A	Page 2 of 4
			REVISION : 0
			EDITION : 1

1.1	Main busbars	E91E aluminium' Max. current density 0.6A/mm ²
1.2	Bus connections to circuit breakers	
2.0	Continuous rating at design ambient	
2.1	Main busbars	As per SLD
2.2	Bus connections to circuit breakers	As per rated current of
3.0	Temperature rise at rated continuous current of the busbar in the busbar chamber	40deg.C over 45deg.C
4.0	Type of busbar insulators	Resin cast/fibre glass
	Breakers/SFU	
1.0	Type of breakers	As per SLD
2.0	Standards applicable	IS 13947-2/IEC947 – part-II
3.0	Rated service voltage	415V, 3ph., 50Hz
3.1	Highest system voltage	500V, 3ph., 50Hz.
4.0	Rated current at design ambient for breakers	As per SLD
4.1	Rated with breaker in IP 52 enclosure in two tier formation in the LT switch board	As per SLD
5.0	Symmetrical breaking capacity im kA (RMS)	
	-at 415V, 0.25 PF	50 kA RMS
	-at 440V, 0.25 PF	50 kA RMS
6.0	Making capacity kA (Peak)	105kA Peak
7.0	Capacitor breaking capacity at 440V	Incomer: 600A (min.) Outgoing: 300A(min.)
8.0	1 sec. Short time rating, kA (RMS)	50kA RMS
8.1	With release in any setting	50kA RMS
9.0	Thermal release setting ranges (temperature compensated)	As per SLD
10.1	Short circuit release range	As per SLD
10.2	Short circuit release timer setting range	0.1 to 0.6 sec. mechanical
Note	All the releases O/L, S/C and E/F shall be Static/microprocessor based.	

MECON LIMITED REGD. OFF: RANCHI 834002	STANDARD DATA SHEET		
	ELECTRICAL SECTION, DELHI		
TITLE	LV SMALL POWER DISTRIBUTION BOARD	DOCUMENT NO. MEC/DS/05/E9/076A	Page 3 of 4
			REVISION : 0
			EDITION : 1

ANNEXURE – II

PREFERRED MAKES

LIST OF EQUIPMENTS	PREFERRED MAKES
SFU	SIEMENS/ABB/L&T/ GEC ALSTOM
ACB	SIEMENS/ABB/GEC ALSTOM/ L&T
MCCB	GEC ALSTOM/CROMPTON GREAVES/L&T/ SIEMENS
CONTROL VOLTAGE TRANSFORMER	SIEMENS/SOUTHERN ELECTRIC/KAPPA/SWAMY TRADERS
LT BUS DUCT	C&S/ BEST&CROMPTON / STARDRIVE
CONTACTORS	SIEMENS/TELE-MECHANIQUE BCH/ABB/ L&T
OVERLOAD RELAYS WITH SPP	SIEMENS/L&T/TELE-MECHANIQUE BCH/ABB
MINIATURE CIRCUIT BREAKERS	SIEMENS/MDS/INDO KOPP/ HAVELLS
AMMETER	AE/IMP/MECO/ RISHAB
VOLTMETER	AE/IMP/MECO/ RISHAB
PUSH BUTTONS, INDICATION LAMPS	VAISHNO/CONCORD/SIEMENS/L&T/ TTTEKNIC/SALZER
CT'S	SIEMENS/AE/INDCOIL/KAPPA/ INTRANS
TERMINAL BLOCKS	ELMEX/ESSEN/ CONNECT WELL/ WAGO/ PHOENIX
CABLES	INCAB/RPGCABLES/UNIVERSAL/CC I/NICCO/ SPECIAL CABLES / POLYCAB
SELECTOR SWITCHES	SIEMENS/EE/KAYCEE/SALZER
CABLE LUGS	DOWELLS
FLAMEPROOF EQUIPMENT	Baliga/ CEAG/ FCG/ Sudhir / Flamepack
PROTECTIVE RELAYS	Alstom / ABB / GE Multiline / Easun Reyrolle / Siemens

MECON LIMITED REGD. OFF: RANCHI 834002	STANDARD TECHNICAL DATA SHEET		
	ELECTRICAL SECTION, DELHI		
TITLE	LV SMALL POWER DISTRIBUTION BOARD	DOCUMENT NO.	Page 4 of 4
		MEC/DS/05/E9/076A	REVISION: 0
			EDITION: 1

ANNEXURE – III

LIST OF 2 YEAR OPERATION & MAINTENANCE SPARES (AS PER SPECIFICATION)

The spare parts as listed below shall be quoted for the Electric Panel along with the offer with item wise unit prices:

1.	Contractor	1 No. of each rating
2.	Fuses	10% of each rating
3.	Fuse Fittings	1 No. of each type
4.	Overload Relay with Single phasing preventer	1 No. of each rating
5.	Indication Lamps	10% of total installed quantity (Min Quantity 2 nos. for each type)
6.	MCB & MCCB	One no. of each rating
7.	Control Switches	Two no. of each rating
8.	Meters	One no. of each type

NOTE: All spare parts shall be identical to the parts used in the distribution boards.

SCOPE OF WORK (INSTRUMENTATION WORKS)

SCOPE OF OR
FOR
INSTRUMENTATION OR

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. **INTRODUCTION**

The Scope of Instrumentation work shall be Installation, field testing/ calibration & commissioning of the complete instrumentation and control system and supply of materials in accordance with the “SOR” and other technical documents attached with this Tender Specification.

. **GENERAL**

- 2.1.0 The Contractor shall be responsible for complete activities involving all subcontractors under him and also instrument sub-contractor (if applicable) works under him for the complete instrument works, as part of his scope.
- 2.1.1. Scope of work shall be read in conjunction with the SOR, drawings, specifications and other documents forming a part of the Contract document. Wherever there is a contradiction between the above, matter shall be referred to CLIENT / MECON and their decision in this regard shall be final and binding to contractor.
- 2.1.2. In the control room, the contractor's scope shall include laying, tagging and identification of all cables connected between the field and the control room, dressing of the same inside the control room. It is the responsibility of the contractor for proper routing, dressing of cables, terminations in panels inside the control room and also for loop checking.
- 2.1.3. Contractor shall quote unit rates for all items covered in the “SOR”.
- 2.1.4. Contractor shall be responsible for co-ordination during installation, pre commissioning and commissioning with his Mechanical and other sub contractors for proper installation of line mounted instruments.
- 2.1.5. Contractor shall be responsible for installation, field testing, calibration, pre-commissioning and commissioning.
- 2.1.6. Contractor shall be responsible for coordination with the various instrumentation vendor for all kind of works inside the control room i.e. cable laying, tray erection, if any, and for proper cable terminations and loop checking.
- 2.1.7. Drawings and Installation Standards enclosed with the tender are only for reference and indicative of general nature for scope of work. Actual installation shall be carried out based on final installation standards, Bill of material and vendor's drawings / documents issued to site and as per instructions of Engineer-in-Charge.
- 2.1.8. Instrument items such as tubes, tube fitting, valves & manifold, junction boxes, cables, cable glands, plugs, adapters, pipe and pipe fittings etc., as required for installation & hook-ups of instrument listed under SOR shall be supplied from the attached list of Approved Vendor's only. Contractor shall take prior approval of make and specification of such items before placement of order.

- 2.1.9. Sealing of cable entries into the control room after laying and testing of all cables using MCT Blocks.
- 2.1.10. During trial run/start up/commissioning at all the locations, the contractor shall provide skilled personnel and supervision round the clock at contractor's cost. Any defect or changes of setting, recalibration, etc., if any during the above activity shall be rectified/done immediately to the satisfaction of engineer-in-charge or his representative. The number and category of the personnel shall be as decided by the engineer-in-charge. The cost of the above is deemed to be included by the contractor in the rate quoted.
- 2.1.11. Contractor's scope shall include making holes in the RCC for fixing up of supports for instrumentation items, trays etc.
- 2.1.12. Contractor shall note that elbows (if required) shall be installed on the impulse line wherever required as per instructions of the Engineer-in-Charge even if it is not indicated in the installation standards.
- 2.1.14 The methodology of cable supports shall be as follows:-
- a) Perforated/Angle/Ladder Trays (Contractor's supply) for all the cables from the individual instruments to the respective junction boxes.
 - b) Perforated/Angle/Ladder Trays (Contractor's supply) or Trenches (Prepared by contractor) as per the layout drawings (and any subsequent site adjustments as deemed necessary by the engineer-in-charge) from the junction boxes to the control room(s), the same supports/routes will have to be used for direct run cables from the individual instruments to the control room.
- 2.1.15 The field work shall be carried out under strict safety regulations and work permits as laid down by the client. The contractor shall take extreme care regarding safety and all safety gear like helmets; hand gloves, safety belts, spectacles etc. shall have to be provided by the contractor.
- 2.1.16 The single pvc sleeve type printed ferrule shall be supplied. Ferruling for cables shall be done with tag no. of instruments for individual pair. Cross ferruling shall be done for cable ferruling in field and panels as per instruction of the Engineer in charge.
- 2.1.17 The contractor shall have to assess the actual site conditions/requirements before placement of order for cable/trays as per the actual site condition. Contractor has to prepare a cable routing layout as per actual site requirements from field to existing control room and get the approval before placement of procurement.
- 2.1.18 Allowable minimum bending radius of multipair / multicore cable shall be 6 times the outside diameter for unshielded cables and 8 times the outside diameter for shielded cables unless otherwise recommended by the supplier.
- 2.1.19 Location and flow direction of on-line instruments shall be checked by the contractor and to be

rectified in case of any discrepancy as per the instruction of Engineer-In-Charge

- 2.1.20 The cable entry to the Control room shall be through GI pipes. The installation of the pipe shall be as approved by the Engineer-in-charge. Contractor shall run all cables from field to Control Room. The cables shall run through Tray / Trench / IRC (instrument road crossings) from field to the control room as per Instrument Layout Drawings (to be furnished during execution).
- 2.1.21 Wherever trenches of longer/ smaller dimension than the maximum dimension identified in the SOR, the rate shall be considered as pro-rata basis for increase/ decrease in floor area change.
- 2.1.22 Welding/NDT, Charpy V-notch, QA/QC requirement etc. shall be as per Piping Material Specification (PMS), MECON standards & specifications and other requirement attached / mentioned elsewhere in the tender document. Contractor to also note that 100% MPI shall be carried out in the entire socket weld joints in the installation of instruments. The SOR price shall include all the above in the installation of respective instrument/item.
- 2.1.23 Welding shall be as per welding standard attached elsewhere in the tender document.

. Scope of or

The instrumentation works shall include, but not limited to the following to complete the works (Scope of work is shall be read in conjunction with SOR, Std. drawings, Std. TS and other attachments of tender document.):

- a) Supply, Installation, testing & commissioning of all field instruments (as applicable) like Pressure Transmitters, etc. as per P&ID, Technical Specifications, drawings & Datasheets attached with tender documents.
- b) SS Tube Connection, Testing and Commissioning of Gas Actuated Ball Valves (AV) / Gas Over Oil Ball Valves (GOV) / HOV including the Supply and installation of SS tubes and fittings along with supports for impulse lines (wherever required), hydraulic testing, hydraulic oil (if required), painting of supports as per std, manifold/ isolation valves, sockolets etc as required for tubing of each Valve, as per the direction of Engineer-In Charge but exclusive of supply of Valves with actuator.
- c) Testing & Commissioning of Metering Skids (alongwith Metering Panels, free issued cables, etc.) including all manpower, tools & tackles, equipments, consumables, etc. required as per direction of Engineer-in-charge. Scope also includes installation of metering panel & laying of free issued cables.
- d) Design, Engineering, inspection, Supply, Installation, testing & commissioning of Fully wired Control Panel cum TIC Panel / Fully wired TIC Panel / Fully wired Control Panel

(Wall mounted type, 1200 (mm) H x 800 (mm) W x 450 (mm) D) as per SOR alongwith all accessories like hooter, lamps, MCBs, TBs, clock for time, valve auto-closure, environment temperature monitoring etc. and Panel Mounted Instruments, including supply of commissioning spares with special tools and tackles as required, as per tender Document. All the signals of electrical, instrumentation, RTU/SCADA, CP, metering skid, etc. are to be interfaced through TIC Panel and necessary TBs alongwith accessories shall be provided for the same.

- e) Supply, Installation, testing of instrument valves & manifolds, mounting accessories, impulse piping/ tubing, pipe/tube fittings, cable glands, identification tags, conduits, structural material required for instrument and junction box supports, trays and painting etc. as per P&ID, Technical Specifications , drawings & Datasheets attached with tender documents.
- f) Supply, Laying, testing of earthing cables / strips for instrument cases to earth grid, GI / copper strips for grounding of racks/ cabinets/ panels in the control room with earth pit. Separate earthing to be provided for electrical & instrumentation system. Copper conductor to be considered for lightning arrestor. Earthing of transformer neutral shall have double earthing.
- g) Excavation of trenches for burring the cables, filling with sand, laying of bricks, back filling and compacting of the excavated earth. Removal of pre-cast concrete slabs (If required) and sand on the existing concrete trench, and re-filling of RCC cable trenches with sand & re-fixing back the concrete slabs after laying of new cables.
- h) Supply, Laying, testing of all interconnection cabling (single pair & multi pair signal, alarm, control and power cables and system cables etc.) between instrument items and junction boxes, instrument items/ junction boxes to Panel & between panels / cabinets / racks.
- i) Dressing, Tagging, lugging, ferruling, glanding, pair/core identification and termination of all field cables (single pair & multi pair signal, alarm, control, power and system cables etc.) in the instrument items, junction boxes, Control Panel & other panels / cabinets / racks.
- j) Complete loop checking and megger testing of cables.
- k) Supply, Installation, testing of cable glands, plugs and adapters.
- l) Supply, Installation of canopies for instruments.
- m) Supply, Fabrication, erection, laying & painting of cable trays, perforated/angle trays including clamping, identifying tags.

- n) Calibration of all field instruments.
- o) Hydraulic testing of instrument impulse lines (piping/tubing).
- p) Commissioning.
- q) Documentation.
- r) As built drawings.
- s) Supply & installation of yoke supports for instruments and junction boxes.
- t) Supply & installation of canopies fabricated out of 2 mm thick MS sheet for instruments.
- u) Supply & installation of pipe sleeves for instrumentation cable entry to the control room.
- v) Supply & installation of Rodent repellents (2 nos. inside trench in control room).
- w) The quantities given in SOR against individual items are indicative and shall not be considered to be binding. The quantities may be increased, decreased or deleted at site at the time of actual execution and as per discretion of owner/engineer-in-charge. The unit rate shall be operated to work out the final payment due to contractor. The procurement shall done as per actual site condition, Approved construction drgs. and Instruction of EIC.
- x) All the items required to complete the work shall be the scope of supply of contractor only.
- y) Supply means supply of instruments including all erection accessories as defined elsewhere in tender document.
- z) Contractor to note that wherever stainless steel is specified it refers to austenitic and / or ferrite steel.
- aa) All cable glands shall be double compression type and shall be provided with PVC hood. Cable glands shall be suitable for the cable dimensions with ± 2 mm tolerance.
- bb) For all electrical items supplied by the contractor including junction boxes, cable glands and accessories supplied for projects in India, certification from CMRS for explosion proof to IS 2148 suitable for NEC Class -I, Div-1, Group C & D and Weatherproof to IP 55 as per IS 13947 and approval from CCOE (Chief Controller of Explosives, India) shall be furnished irrespective of place of manufacture.
- cc) For instrument material supplied by Contractor such as cables, junction boxes, pipe, pipe-fittings, tube, tube-fittings, Instrument valves and Manifolds; drawings, data from vendor shall be furnished as required as per the respective standard specification. Also Contractor shall furnish:
 - i. Specification / Datasheet of Junction Boxes, Cable Glands, Plugs and adaptors.
 - ii. Complete catalogues with part list for all contractor supplied instruments.
 - iii. GA drawing of Junction boxes and canopies

- iv. Certificates from statutory body for hazardous area for junction boxes, cable glands, plugs, adaptors.
- v. Material test certificates.
- vi. Vendor List for all items
- vii. As-built Drawings / Documents. Earthing layout drawing to be submitted indicating instrument earthing, electrical earthing & lightening earthing. Lightening earthing shall be isolated from instrument earthing.
- viii. Site Calibration report for all instruments.

Note This list indicates the minimum drawings and document requirements. However, vendor shall submit a complete list of document and drawing schedule listing all the drawings and documents to be submitted by them during the course of execution of the job. The schedule shall list all drawings and documents along with their number and expected date of submission.

. **FREE ISSUED ITEMS**

The following instrument item shall be free issued to contractor:

- a) Gas Actuated Valves (AV) / GOV / HOV.
- b) Metering Skids

. **LIST OF ATTACHMENTS**

Refer the List of datasheets, Standard Specifications, vendor list and Standard Drawings enclosed elsewhere in the tender document.

TEMPERATURE TRANSMITTERS

Units:- Flow : Liquid-T/hr Gas-MMSCMD Steam - kg/hr Pressure- Kg/cm²(G) Temperature-°C Length-mm

GENERAL			MEASURING UNIT		
1	Function	Transmit & Indicate	14	Input	From RTD
2	Type	Electronic Smart μ P Based	15	Linearization	Upscale
3	Case	Mfg. Std.	16	RFI/ EMI protection	Required
4	Mounting	Yoke	17	Load Driving Capability	6000 Ohms
5	Enclosure Material	Epoxy Coated Die-cast Aluminium	18	Cripple Mode Detection	Required (as per NAMUR NE 43)
	Enclosure class	IP 65	MISCELLANEOUS		
6	Elec. Area Class.	Zone-I, Gr.IIA & IIB, T6	19	Local Indicator	Integral LCD Display
7	Intrinsically safe & Flameproof	Required	20	Electrical Connection	1/2" NPT(F)
8	Air supply	N.A	21	Material Certification	As per EN 10204 3.1
9	Power supply	24 VDC	22	Burn out direction	High(Field Configurable)
10	Cable entry	1/2" NPT(F)	23	Material Certification	As per EN 10204 3.1
11	Accuracy	+ 0.05 % of FSD	24	Zero Adjustment	Required
			25	Electrical Connection	1/2" NPT(F)
TRANSMITTER			26	Mounting Accessories	Mounting accessories for 2" Pipe Mounting
12	Output	4 – 20 mA DC, Two wire, with HART	27	Make Model	*
13	Trans. Power supply	0 - 24 V DC			

Tag No.	Range	Operating Pressure	Design Press.	Design Temp.	Fluid State	Fluid	Location	Remarks
**	**	**	**	**	**	**	**	

NOTES

- 1) '**' Information to be supplied by the Vendor / Contractor.
- 2) '***' As per P& ID
- 3) Local Digital Output meter should indicate the line pressure in Degree Celcius
- 4) Environmental cover to be provided for each transmitter
- 5) Transmitter shall have zero elevation /suppression for the service specified.
- 6) Make of the TT shall be from approved vendor list of Mecon /Client.
- 7) PESO Certification for the desired Hazardous Area Application shall be provided for each TT. PESO Certificate Number shall be mentioned on each TT.
- 8) 316SS tag plates stamped with Tag No. in 6 mm characters shall be permanently attached using 316SS screws or wire for each TT
- 9) Manuals like zero adjustment manual, etc shall be provided

Re .	DATASHEET OF TEMPERATURE TRANSMITTERS	 MECON LTD. DELHI
		DS No MEC/ /E /DS TT

RESSURE TRANSMITTERS

Units:- Flo : Liquid-T/hr as-MMSCMD Stea - kg/hr ress re- Kg/cm²(G) Te perat re-°C Le el/Len th-mm								
GENERAL					MEASURING UNIT			
1	Function		Transmit & Indicate		24	Service		Pressure
2	Type		Electronic Smart µP Based		25	Element		Diaphragm
3	Case		Mfg. Std.		26	Body Material		Carbon Steel
4	Mounting		Yoke / Direct		27	Element Material		SS 316L
5	Enclosure Material		Epoxy Coated Die-cast Aluminium		28	Process Connections		½” NPT(F)
	Enclosure class		IP 65			Process Conn. Locn.		Bottom
6	Elec. Area Class.		Zone-I, Gr.IIA & IIB, T6		29	Diaphragm Seal:-		Not Required
7	Intrinsically safe & Flameproof		Required			Type		---
8	Air supply		N.A			Wetted Parts Matl.		---
9	Power supply		24 VDC			Other Material		---
10	Cable entry		½” NPT(F)			Process Conn.:-		
11	Accuracy		+ 0.05% of SPAN			Size and Rating		---
12	Repeatability		+ 0.1%			Facing and Finish		---
TRANSMITTER					MISCELLANEOUS			
13	Output		4 – 20 mA DC, Two wire, with HART			Over Range Protection		130% of Range
14	Trans. Power supply		0 - 24 V DC			Local Indicator		Integral LCD Display
CONTROLLER						Burn out direction		High(Field Configurable)
15	Output		---			Zero Span Adjustment		Required
16	A/M switch		---			Electrical Connection		1/2” NPT(F)
	No. of positions		---		30	Material Certification		As per EN 10204 3.1
17	Set Point Adj.		---		31	Options		
18	Manual Regulator		---		a)	Output Meter		W.P. Intr Safe (note 4)
19	Mode		---		b)	Mounting Accessories		Mounting accessories for 2” Pipe Mounting – Material / Direct Mounting
RECORDER					c)	2- Valve Manifold		Required
20	Chart		---		d)	Zero elevn. & suppression		Required
21	Chart Drive		---					
22	Moving Parts Matl.		---		32	Material Model		*
23	Chart speed		---					
Tag No.	Range	Operating Pressure	Design Press.	Design Temp.	Fluid State	Fluid	Location	Options
**	**	**	**	**	**	**	**	a, b, c, d

Re .	DATASHEET OF RESSURE TRANSMITTERS	 MECON LTD. DELHI
		DS No MEC/ /E /DS T

NOTES

- 1) ‘*’ Information to be supplied by the Vendor / Contractor.
- 2) ‘**’ As per P& ID
- 3) Over range protection shall be 130% of maximum static pressure.
- 4) Local Digital Output meter should indicate the line pressure in Kg/cm²g.
- 5) Environmental cover to be provided for each transmitter
- 6) Transmitter shall have zero elevation /suppression for the service specified.
- 7) Make of the PT shall be from approved vendor list of Mecon /Client.
- 8) Drain Connection shall be provided for each PT
- 9) PESO Certification for the desired Hazardous Area Application shall be provided for each PT. PESO Certificate Number shall be mentioned on each PT.
- 10) 316SS tag plates stamped with Tag No. in 6 mm characters shall be permanently attached using 316SS screws or wire for each PT
- 11) Manuals like zero adjustment manual, etc shall be provided
- 12) Cripple Mode Detection is required (as per NAMUR NE 43) for each PT.

	DATASHEET OF PRESSURE TRANSMITTERS	
Re .		MECON LTD. DELHI DS No MEC/ /E /DS T

	DATASHEETS	

SIGNAL CABLE (SINGLE PAIR)			
GENERAL	1	Description	Signal Cable
	2	Type	Twisted, Screened & Armoured
	3	Size	1P
	4	Make	As per suggested vendor list
CONDUCTOR	1	Material	Annealed Tinned Electrolytic Copper IS: 8130 /84
	2	Size	1.0 Sq.mm
	3	No. of Strands / Strand size mm	☐ 7/0.53 ☒ 7/0.43 ☐ 7/0.37 ☐ 7/0.30
	4	Shape of conductor	Stranded Circular
PRIMARY INSULATION	1	Material	☐ PVC (PVC Type.A - IS:5831'84) ☒ PVC (PVC Type.C -IS:5831'84) ☐ FRLS PVC
	2	Type	☒ Extruded ☐ Wrapped
	3	Thickness (nom.) in mm	☐ 0.5 ☒ 0.6 ☐ 0.8 ☐ 1.1mm(Suitable for 1100V as per BS:5308 Part-2)
	4	Colour Scheme	Black & Blue (Note:2)
	5	No. of twists (pair)	Min. 10 twist/meter
	6	Insulation Voltage Grade	1100V
INDIVIDUAL PAIR SHIELD	1	Material	Aluminium Mylar tape – black
	2	Type	Helical
	3	Thickness (nom.) in mm	☐ 0.05 ☒ 0.06 (Suitable for 1100V as per IS 1554 Part-I)
	4	Overlap	25%.
	5	Coverage	100%.
	6	Drain wire type / Size / No. of strands / Formation	Annealed tinned Copper / 0.5 mm ² / (7 strands/0.3 mm) / in contact with the shield
OVERALL SHIELD	1	Material	~ NA ~
	2	Type	~ NA ~
	3	Thickness (nom.) in mm	~ NA ~
	4	Overlap	~ NA ~
	5	Coverage	~ NA ~
	6	Drain wire type / Size / No. of strands / Formation	~ NA ~
INNER SHEATH	1	Material	☐ PVC (PVC Type.ST1 - IS:5831'84) ☐ HRPVC (PVC Type. ST2 -IS:5831'84) ☒ FRLS PVC
	2	Type	☒ Extruded ☐ Wrapped
	3	Thickness (nom.) in mm	☒ 0.4 ☐ 1.0 ☐ 1.24 (Suitable for 1100V as per IS 1554 Part-I)
	4	Colour Scheme	Black (Note:2)

	DATASHEETS	

	5	Dia over sheath	*
ARMOUR	1	Material	☒ Single layer Gal. round steel wire ☐ Gal. flat steel strip confirming to IS:3975'79 & IS:1554-Part-I
	2	Size in mm	☒ 1.4 ☐ 4x0.8 (Suitable for 1100V as per IS 1554 Part-I)
	3	Dia over armour	*
OUTER SHEATH	1	Material	☐ PVC (PVC Type.ST1 - IS:5831'84) ☐ HRPVC (PVC Type.ST2 - IS:5831'84) ☒ FRLS PVC with AT and AR properties
	2	Type	☒ Extruded
	3	Thickness (nom.) in mm	☐ 0.8 ☐ 1.0 ☒ 1.24 (Suitable for 1100V as per IS 1554 Part-I)
	4	Overall diameter	*
	5	Tolerance on overall diameter	± 2%
	6	Colour Scheme	Light Blue (Note:2)
	7	Rip cord	Non-metallic under inner sheath
ELECTRICAL PARAMETERS	1	Conductor Resistance (max)	* at 20 Deg.C
	2	Drain wire resistance with shield	* at 20 Deg.C
	3	Insulation Resistance of cable	* at 20 Deg.C
	4	Mutual capacitance: core-core	* at 1 khz
	5	Mutual capacitance: core-screen	* at 1 khz
	6	Mutual inductance	*
	7	L/R ratio	*
	6	High Voltage Test	*
TEST & INSPECTION	1	General	According to IS:1554 (Part I) '88
	2	Insulation	IS:5831'84 except insulation resistance. Voltage/spark test BS:5308(Part-II)'86
	3	Armour	IS: 3975 '79
	4	Armour galvanisation	IS: 2633
FRLS PROPERTY	1	Oxygen index	Oxygen index of 29 at 27 (± 2) deg C According to ASTM D 2863
	2	Temp. index	According to ASTM D 2863
	3	HCL emission	According to IEC-754-1
	4	Smoke density	According to ASTM D 2843
	5	Flame retardant test	According to IEC-332-Part III cat. A
OTHERS	1	Drum length / No. of drums	*
	2	Total length	*
	3	Meter marking	*
	4	Possible variation in length	±5% for length < 5 km ±2% for length > 5 km

	DATASHEETS	

Notes:

1. '*' = Vendor to specify
2. Core identification shall be as per IS: 1554 (Part I)
3. A durable marking to be provided on the surface of the cable at regular intervals not exceeding 625mm. The marking shall include manufacturer's name, conductor material, size, pairs, insulation material etc. as per IS: 1554 (Part 1)

DATASHEETS



SIGNAL CABLE (MULTI PAIR)			
GENERAL	1	Description	Signal Cable
	2	Type	Twisted, Screened & Armoured
	3	Size (pair)	As per tender
	4	Make	As per suggested vendor list
CONDUCTOR	1	Material	Annealed Tinned Electrolytic Copper IS: 8130 '84
	2	Size	1.0 Sq.mm
	3	No. of Strands / Strand size mm	☐ 7/0.53 ☒ 7/0.43 ☐ 7/0.37 ☐ 7/0.30
	4	Shape of conductor	Stranded Circular
PRIMARY INSULATION	1	Material	☐ PVC (PVC Type.A - IS:5831'84) ☒ HRPVC (PVC Type.C -IS:5831'84) ☐ FRLS PVC
	2	Type	☒ Extruded ☐ Wrapped
	3	Thickness (nom.) in mm	☐ 0.5 ☐ 0.6 ☒ 0.8 ☐ 1.1mm (Suitable for 1100V as per BS:5308 Part-2)
	4	Colour Scheme	Black & Blue (Note:2)
	5	No. of twists (pair)	Min. 10 twists/meter
	6	Insulation Voltage Grade	1100 V
INDIVIDUAL PAIR SHIELD	1	Material	Aluminium Mylar tape – black
	2	Type	Helical
	3	Thickness (nom.) in mm	☐ 0.05 ☒ 0.06(Suitable for 1100V as per IS 1554 Part 1)
	4	Overlap	25%.
	5	Coverage	100%.
	6	Drain wire type / Size / No. of strands / Formation	Annealed tinned copper / 0.5 mm ² / 7 strands / in contact with the shield
OVERALL SHIELD	1	Material	Aluminium Mylar tape – black
	2	Type	Helical
	3	Thickness (nom.) in mm	☐ 0.05 ☒ 0.06(Suitable for 1100V as per IS 1554 Part 1)
	4	Overlap	25%.
	5	Coverage	100%.
	6	Drain wire type / Size / No. of strands / Formation	Annealed tinned copper / 0.5 mm ² / 7 strands / in contact with the shield
INNER SHEATH	1	Material	☐ PVC (PVC Type.ST1 - IS:5831'84) ☐ HRPVC (PVC Type. ST2 -IS:5831'84) ☒ FRLS PVC
	2	Type	☒ Extruded ☐ Wrapped
	3	Thickness (nom.) in mm	☒ 0.4 ☐ 1.0 ☐ 1.24(Suitable for 1100V as per IS 1554 Part 1)

		DATASHEETS 

	4	Colour Scheme	Black (Note:2)
	5	Dia over sheath	*
ARMOUR	1	Material	☒ Single layer Gal. round steel wire ☐ Gal. flat steel strip confirming to IS:3975'79
	2	Size in mm	☐ 1.4 or ☐ 4x0.8 as per IS 1554
	3	Dia over armour	*
OUTER SHEATH	1	Material	☐ PVC (PVC Type.ST1 - IS:5831'84) ☐ HRPVC (PVC Type.ST2 - IS:5831'84) ☒ FRLS PVC with AT and AR properties
	2	Type	☒ Extruded
	3	Thickness (nom.) in mm	☐ 0.8 ☐ 1.0 ☒ 1.24(Suitable for 1100V as per IS 1554 Part 1) Thickness shall vary with no. of pairs as per IS 1554
	4	Overall diameter	*
	5	Tolerance on overall diameter	± 2%
	6	Colour Scheme	Light Blue (Note:2)
	7	Rip cord	Non-metallic under inner sheath
ELECTRICAL PARAMETERS	1	Conductor Resistance (max)	* at 20 Deg.C
	2	Drain wire resistance with shield	* at 20 Deg.C
	3	Insulation Resistance of cable	* at 20 Deg.C
	4	Mutual capacitance: core-core	* at 1 khz
	5	Mutual capacitance: core-screen	* at 1 khz
	6	Mutual inductance	*
	7	L/R ratio	*
TEST & INSPECTION	6	High Voltage Test	*
	1	General	According to IS:1554 (Part I) '88
	2	Insulation	IS:5831'84 except insulation resistance. Voltage/spark test BS:5308(Part-II)'86
	3	Armour	IS: 3975 '79
FRLS PROPERTY	4	Armour galvanisation	IS: 2633
	1	Oxygen index	Oxygen index of 29 at 27 (± 2) deg C According to ASTM D 2863
	2	Temp. index	According to ASTM D 2863
	3	HCL emission	According to IEC-754-1
	4	Smoke density	According to ASTM D 2843
OTHERS	5	Flame retardent test	According to IEC-332-Part III cat. A
	1	Drum length / No. of drums	*
	2	Total length	*
	3	Meter marking	*

		DATASHEETS		
	4	Possible variation in length	$\pm 5\%$ for length < 5 km $\pm 2\%$ for length > 5 km	

Notes:

1. '*' = Vendor to specify
2. Core identification shall be as per IS: 1554 (Part I)
3. A durable marking to be provided on the surface of the cable at regular intervals not exceeding 625mm. The marking shall include manufacturer's name, conductor material, size, pairs, insulation material etc. as per IS: 1554 (Part 1)

DATASHEETS



CONTROL CABLE (THREE CORE) CABLE			
GENERAL	1	Description	Control Cable
	2	Type	FRLS PVC insulated, Armoured
	3	Size	3C
	4	Make	As per suggested vendor list
CONDUCTOR	1	Material	Annealed Tinned Electrolytic Copper IS: 8130 '84
	2	Size	0.5 Sq.mm
	3	No. of Strands	☒ 7
	4	Shape of conductor	Stranded Circular
PRIMARY INSULATION	1	Material	☐ PVC (PVC Type.A - IS:5831'84) ☒ HRPVC (PVC Type.C -IS:5831'84) ☐ FRLS PVC
	2	Type	☒ Extruded ☐ Wrapped
	3	Thickness (nom.) in mm	☐ 0.5 ☒ 0.8 ☐ 1.1mm (Suitable for 1100V as per BS:5308 Part-2)
	4	Colour Scheme	Black (Note:2)
	5	No. of twists (pair)	~ NA ~
	6	Insulation Voltage Grade	1100 V
INDIVIDUAL PAIR SHIELD	1	Material	~ NA ~
	2	Type	~ NA ~
	3	Thickness (nom.) in mm	~ NA ~
	4	Overlap	~ NA ~
	5	Coverage	~ NA ~
	6	Drain wire type / Size / No. of strands / Formation	~ NA ~
OVERALL SHIELD	1	Material	Aluminium Mylar tape – black
	2	Type	Helical
	3	Thickness (nom.) in mm	☐ 0.05 ☒ 0.06(Suitable for 1100V as per IS 1554 Part 1)
	4	Overlap	25%.
	5	Coverage	100%.
	6	Drain wire type / Size / No. of strands / Formation	Annealed tinned copper / 0.5 mm ² / 7 strands / in contact with the shield
INNER SHEATH	1	Material	☐ PVC (PVC Type.ST1 - IS:5831'84) ☐ HRPVC (PVC Type. ST2 -IS:5831'84) ☒ FRLS PVC
	2	Type	☒ Extruded ☐ Wrapped
	3	Thickness (nom.) in mm	☒ 0.4 ☐ 1.0 ☐ 1.24 (Suitable for 1100V as per IS 1554 Part 1)
	4	Colour Scheme	Black (Note:2)
	5	Dia over sheath	*

DATASHEETS



ARMOUR	1	Material	☒ Single layer Gal. round steel wire ☐ Gal. flat steel strip confirming to IS:3975'79
	2	Size in mm	☒ 1.4 ☐ 4x0.8
	3	Dia over armour	*
OUTER SHEATH	1	Material	☐ PVC (PVC Type.ST1 - IS:5831'84) ☐ HRPVC (PVC Type.ST2 - IS:5831'84) ☒ FRLS PVC with AT and AR properties
	2	Type	☒ Extruded
	3	Thickness (nom.) in mm	☐ 0.8 ☐ 1.0 ☒ 1.24 (Suitable for 1100V as per IS 1554 Part 1)
	4	Overall diameter	*
	5	Tolerance on overall diameter	± 2%
	6	Colour Scheme	Black (Note:2)
	7	Rip cord	Non-metallic under inner sheath
ELECTRICAL PARAMETERS	1	Conductor Resistance (max)	* at 20 Deg.C
	2	Drain wire resistance with shield	* at 20 Deg.C
	3	Insulation Resistance of cable	* at 20 Deg.C
	4	Mutual capacitance: core-core	* at 1 khz
	5	Mutual capacitance: core-screen	* at 1 khz
	6	Mutual inductance	*
	7	L/R ratio	*
TEST & INSPECTION	6	High Voltage Test	*
	1	General	According to IS:1554 (Part I) '88
	2	Insulation	IS:5831'84 except insulation resistance. Voltage/spark test BS:5308(Part-II)'86
	3	Armour	IS: 3975 '79
FRLS PROPERTY	4	Armour galvanisation	IS: 2633
	1	Oxygen index	Oxygen index of 29 at 27 (± 2) deg C According to ASTM D 2863
	2	Temp. index	According to ASTM D 2863
	3	HCL emission	According to IEC-754-1
	4	Smoke density	According to ASTM D 2843
OTHERS	5	Flame retardent test	According to IEC-332-Part III cat. A
	1	Drum length / No. of drums	*
	2	Total length	*
	3	Meter marking	*
	4	Possible variation in length	±5% for length < 5 km ±2% for length > 5 km

	DATASHEETS	

Notes:

1. '*' = Vendor to specify
2. Core identification shall be as per IS:1554 (Part I)
3. A durable marking to be provided on the surface of the cable at regular intervals not exceeding 625mm. The marking shall include manufacturer's name, conductor material, size, pairs, insulation material etc. as per IS:1554 (Part 1)

	DATASHEETS	

CONTROL CABLE (MULTI CORE)			
GENERAL	1	Description	Control Cable
	2	Type	FRLS PVC Insulated, Armoured
	3	Size (core)	As per tender
	4	Make	As per suggested vendor list
CONDUCTOR	1	Material	Annealed Tinned Electrolytic Copper IS: 8130 '84
	2	Size	0.5 Sq.mm
	3	No. of Strands	☒ 7
	4	Shape of conductor	Stranded Circular
PRIMARY INSULATION	1	Material	☐ PVC (PVC Type A - IS:5831'84) ☒ HRPVC (PVC Type C -IS:5831'84) ☐ FRLS PVC
	2	Type	☒ Extruded ☐ Wrapped
	3	Thickness (nom.) in mm	☐ 0.5 ☐ 0.6 ☒ 0.8 ☐ 1.1mm (Suitable for 1100V as per IS 1554 Part 1)
	4	Colour Scheme	Black (Note:2)
	5	No. of twists (pair)	~ NA ~
	6	Insulation Voltage Grade	1100 V
INDIVIDUAL PAIR SHIELD	1	Material	~ NA ~
	2	Type	~ NA ~
	3	Thickness (nom.) in mm	~ NA ~
	4	Overlap	~ NA ~
	5	Coverage	~ NA ~
	6	Drain wire type / Size / No. of strands / Formation	~ NA ~
OVERALL SHIELD	1	Material	To be provided
	2	Type	To be provided
	3	Thickness (nom.) in mm	To be provided
	4	Overlap	To be provided
	5	Coverage	To be provided
	6	Drain wire type / Size / No. of strands / Formation	To be provided
INNER	1	Material	☐ PVC (PVC Type.ST1 - IS:5831'84) ☐ HRPVC (PVC Type. ST2 -IS:5831'84) ☒ FRLS PVC
	2	Type	☒ Extruded ☐ Wrapped
	3	Thickness (nom.) in mm	☒ 0.4 ☒ 0.6 ☒ 0.8 (Suitable for 1100V as per IS 1554 Part 1)

		DATASHEETS 

	4	Colour Scheme	Black (Note:2)
	5	Dia over sheath	*
	1	Material	☒ Single layer Gal. round steel wire (for $\leq 10C$) ☒ Gal. flat steel strip confirming to IS:3975'79
ARMOUR	2	Size in mm	☒ 1.4 ☒ 4x0.8
	3	Dia over armour	*
	1	Material	☐ PVC (PVC Type.ST1 - IS:5831'84) ☐ HRPVC (PVC Type.ST2 - IS:5831'84) ☒ FRLS PVC with AT and AR properties
OUTER SHEATH	2	Type	☒ Extruded
	3	Thickness (nom.) in mm	☐ 0.8 ☐ 1.0 ☒ 1.24 (Suitable for 1100V as per IS 1554 Part 1) thickness shall vary with no. of cores, as per IS 1554
	4	Overall diameter	*
	5	Tolerance on overall diameter	$\pm 2\%$
	6	Colour Scheme	Black (Note:2)
	7	Rip cord	Non-metallic under inner sheath
	1	Conductor Resistance (max)	* at 20 Deg.C
ELECTRICAL PARAMETERS	2	Drain wire resistance with shield	* at 20 Deg.C
	3	Insulation Resistance of cable	* at 20 Deg.C
	4	Mutual capacitance: core-core	* at 1 khz
	5	Mutual capacitance: core-screen	* at 1 khz
	6	Mutual inductance	*
	7	L/R ratio	*
	6	High Voltage Test	*
TEST & INSPECTION	1	General	According to IS:1554 (Part I) '88
	2	Insulation	IS:5831'84 except insulation resistance. Voltage/spark test BS:5308(Part-II)'86
	3	Armour	IS: 3975 '79
	4	Armour galvanisation	IS: 2633
FRLS PROPERTY	1	Oxygen index	According to ASTM D 2863
	2	Temp. index	According to ASTM D 2863
	3	HCL emission	According to IEC-754-1
	4	Smoke density	According to ASTM D 2843
	5	Flame retardant test	According to IEC-332-Part III cat. A
OTH	1	Drum length / No. of drums	*
	2	Total length	*
	3	Meter marking	*

	DATASHEETS	

	4	Possible variation in length	$\pm 5\%$ for length < 5 km $\pm 2\%$ for length > 5 km

Notes:

1. '*' = Vendor to specify
2. Core identification shall be as per IS:1554 (Part I)
3. A durable marking to be provided on the surface of the cable at regular intervals not exceeding 625mm. The marking shall include manufacturer's name, conductor material, size, pairs, insulation material etc. as per IS:1554 (Part 1).

DATASHEETS



POWER CABLE (THREE CORE)			
GENERAL	1	Description	Power Cable
	2	Type	Armoured
	3	Size	3C
	4	Make	As per suggested vendor list
CONDUCTOR	1	Material	Annealed Bare Electrolytic Copper IS: 8130 '84
	2	Size	6 sq mm
	3	No. of Strands / Strand size mm	☒ 7
	4	Shape of conductor	Stranded Circular
PRIMARY INSULATION	1	Material	☐ PVC (PVC Type.A - IS:5831'84) ☒ HRPVC (PVC Type.C -IS:5831'84)/ XLPE as per IS 7098
	2	Type	☒ Extruded ☐ Wrapped
	3	Thickness (nom.) in mm	☐ 0.5 ☒ 0.8 ☐ 1.1mm
	4	Colour Scheme	Black (Note:2)
	5	No. of twists (pair)	~ NA ~
	6	Insulation Voltage Grade	1100 V
	7	Binder tape	Provided
INDIVIDUAL PAIR SHIELD	1	Material	~ NA ~
	2	Type	~ NA ~
	3	Thickness (nom.) in mm	~ NA ~
	4	Overlap	~ NA ~
	5	Coverage	~ NA ~
	6	Drain wire type / Size / No. of strands / Formation	~ NA ~
OVERALL SHIELD	1	Material	~ NA ~
	2	Type	~ NA ~
	3	Thickness (nom.) in mm	~ NA ~
	4	Overlap	~ NA ~
	5	Coverage	~ NA ~
	6	Drain wire type / Size / No. of strands / Formation	~ NA ~

DATASHEETS



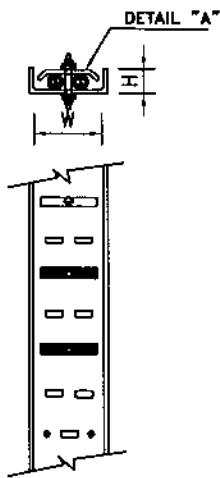
INNER SHEATH	1	Material	☐ PVC (PVC Type.ST1 - IS:5831'84) ☐ HRPVC (PVC Type. ST2 -IS:5831'84) ☒ FRLS PVC
	2	Type	☒ Extruded ☐ Wrapped
	3	Thickness (nom.) in mm	☒ 0.3 ☐ 1.0 ☐ 1.24 (Suitable for 1100V as per IS 1554 Part 1)
	4	Colour Scheme	Black (Note:2)
	5	Dia over sheath	*
ARMOUR	1	Material	☒ Single layer Gal. round steel wire ☐ Gal. flat steel strip confirming to IS:3975'79
	2	Size in mm	☒ 1.4 ☐ 4x0.8
	3	Dia over armour	*
OUTER SHEATH	1	Material	☐ PVC (PVC Type.ST1 - IS:5831'84) ☐ HRPVC (PVC Type.ST2 - IS:5831'84) ☒ FRLS PVC with AT and AT properties
	2	Type	☒ Extruded
	3	Thickness (nom.) in mm	☐ 0.8 ☐ 1.0 ☒ 1.24 (Suitable for 1100V as per IS 1554 Part 1)
	4	Overall diameter	*
	5	Tolerance on overall diameter	± 2%
	6	Colour Scheme	Black (Note:2)
	7	Rip cord	Non-metallic under inner sheath
ELECTRICAL PARAMETERS	1	Conductor Resistance (max)	* at 20 Deg.C
	2	Drain wire resistance with shield	* at 20 Deg.C
	3	Insulation Resistance of cable	* at 20 Deg.C
	4	Mutual capacitance: core-core	* at 1 khz
	5	Mutual capacitance: core-screen	* at 1 khz
	6	Mutual inductance	*
	7	L/R ratio	*
TEST & INSPECTION	6	High Voltage Test	*
	1	General	According to IS:1554 (Part I) '88
	2	Insulation	IS:5831'84 except insulation resistance. Voltage/spark test BS:5308(Part-II)'86
	3	Armour	IS: 3975 '79
FRLS	4	Armour galvanisation	IS: 2633
	1	Oxygen index	According to ASTM D 2863
	2	Temp. index	According to ASTM D 2863
	3	HCL emission	According to IEC-754-1
	4	Smoke density	According to ASTM D 2843
	5	Flame retardent test	According to IEC-332-Part III cat. A
	1	Drum length / No. of drums	*

		
		DATASHEETS

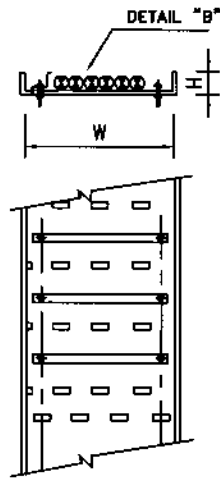
	2	Total length	*
	3	Meter marking	*
	4	Possible variation in length	$\pm 5\%$ for length < 5 km $\pm 2\%$ for length > 5 km

CABLE CLAMPING ON PERFORATED TRAYS

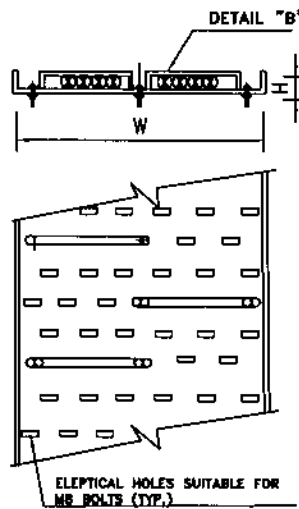
SINGLE CLAMPING FOR TWO CABLES



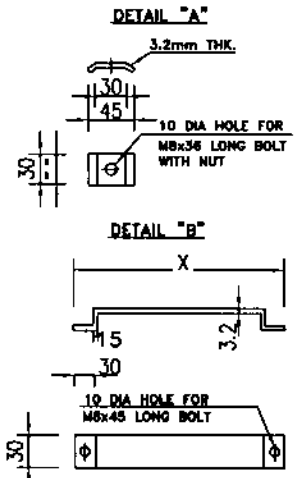
SINGLE CLAMPING FOR MULTIPLE CABLES



DUAL CLAMPING FOR MULTIPLE CABLES



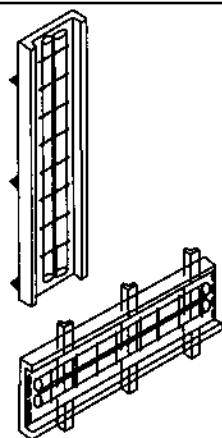
CABLE CLAMPS OETIL



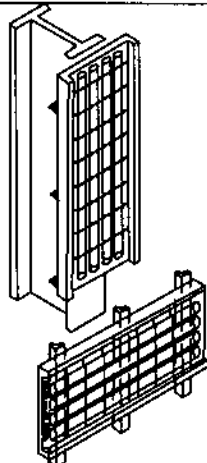
WHERE "W" DENOTES THE INSIDE WIDTH OF TRAY
WHERE "X" - W-10 FOR SINGLE CLAMPING
- $\frac{W}{2} + 10$ FOR DUAL CLAMPING

PERFORATED TRAY-SUPPORTING DETAILS

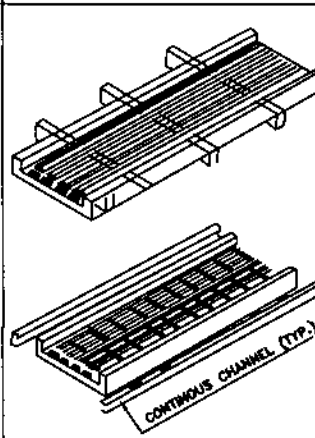
TRAY ROUTING EDGEWISE HOR./ VER RUNS



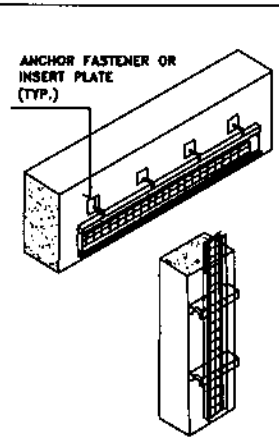
TRAY ROUTING EDGEWISE IN HOR./ VER RUNS



TRAY ROUTING WIDTHWISE IN HORIZONTAL RUNS



TRAY ROUTING CONCRETE BEAM/COLUMN IN HOR./VER. PLANE



NOTES:

1. ALL DIMENSIONS ARE IN mm.
2. PERFORATED TRAY SHALL BE SUPPORTED AT EVERY 1000mm (TYP.) INTERVAL FOR HORIZONTAL AS WELL AS VERTICAL RUNS USING MINIMUM ANGLE SIZE AS 40x40x5 OR CONTINUOUS CHANNEL SUPPORT MC50.
3. CLAMPING OF CABLES ON PERFORATED TRAYS SHALL BE AT EVERY 500 mm ON VERTICAL RUNS AND EVERY 1000mm ON HORIZONTAL RUNS.
4. PERFORATED TRAYS SHALL BE SUPPLIED WITH CLAMPS, BOLTS/NUTS AND WASHER OF GALVANISED MILD STEEL.
5. GALVANISING SHALL BE AS PER 475B(66um/480g/m²)
6. THE PERFORATED TRAY THICKNESS SHALL BE 2mm.

CAPACITY OF PERFORATED TRAYS

TRAY WIDTH (W)	FLANGE HEIGHT (H)	NO. OF CABLES		
		1 PAIR/1 TRIAD	6 PAIR/6 TRIAD	12 PAIR/6 TRIAD
60	20	2	1	1
100	30	4	2	1
150	30	8	4	3
200	30	10	8	4
300	30	15	8	6

REV NO	DATE	ZONE	DESCRIPTIONS	BY	APPRO	REFERENCES	DRG. NO.												
SECTION: INSTRUMENTATION <table border="1"> <tr> <th>NAME</th> <th>DATE</th> <th>CHKD</th> <th>DATE</th> </tr> <tr> <td>DSGN</td> <td>R.K.S</td> <td>P.S</td> <td></td> </tr> <tr> <td>DRWN</td> <td>SUNIL</td> <td></td> <td></td> </tr> </table> APPROVED PERFORATED TRAY SUPPORTS & CABLES CLAMPING DETAILS मेकॉन लिमिटेड MECON LIMITED								NAME	DATE	CHKD	DATE	DSGN	R.K.S	P.S		DRWN	SUNIL		
NAME	DATE	CHKD	DATE																
DSGN	R.K.S	P.S																	
DRWN	SUNIL																		
SCALE : N.T.S. (SH. 1 OF 1)						REV													
DRG.NO MEC/D5/E5/SD/CB-LY/D12						0													

LIST OF VENDORS FOR BOUGHT-OUT ITEMS

I) L.E. L DETECTION SYSTEM

- 1) Crowcon Detection Instruments Ltd
- 2) Detection Instruments (I) Pvt Ltd
- 3) Detector Electronics Corporation
- 4) Drager Safety AG & Co. KGAA
- 5) MSA – Mines safety appliances.
- 6) Oldham France S.A.
- 7) Honeywell

II) CONTROL AND SIGNAL CABLES

- 1) M/s ASSOCIATED CABLES
- 2) M/s DELTON Cables Ltd, India
- 3) M/s KEI Industries Ltd INDIA
- 4) M/s - Cords Cable Industries Ltd, India
- 5) M/s Polycab Wires Pvt Ltd, India
- 6) M/s T. C. Communication Pvt. Ltd., Delhi

III) ZENER BARRIERS/ISOLATORS

- 1) M/s MTL
- 2) M/s P & F

IV) PRESSURE TRANSMITTERS & TEMPERATURE TRANSMITTERS

- 1) M/s Fisher Rosemount (Emerson)
- 2) M/s Yokogawa
- 3) M/s Honeywell

V)A SS TUBE

- 1) Sandvik, Sweden
- 2) Choksy Tube Co Ltd.
- 3) Heavy Metals & Tubes Ltd.
- 4) Ratnamani Metals & Tubes Ltd, Ahmedabad
- 5) Scorodite Stainless India Pvt Ltd, Mumbai

V)B SS TUBE FITTINGS

- 1) M/s Swagelok (USA)
- 2) M/s Parker (USA)
- 3) M/s Aura Inc, New Delhi

- 4) M/s Arya Crafts & Engineering Private Limited, Thane
- 5) M/s Comfit & Valves Pvt Limited, Mumbai

V)C SS VALVES & MANIFOLDS

- 1) M/s Swagelok (USA)
- 2) M/s Parker (USA)
- 3) M/s Aura Inc, New Delhi
- 4) M/s Arya Crafts & Engineering Private Limited, Thane
- 5) M/s Comfit & Valves Pvt Limited, Mumbai

VI) JUNCTION BOXES AND CABLES GLANDS

- 1) M/s EX-PROTECTA
- 2) M/s FLAMEPROOF CONTROL GEARS
- 3) M/s BALIGA
- 4) M/s FLEXPLO ELECTRICALS

VII) PUSH BUTTONS/LAMPS:

- 1) L&T
- 2) SIEMENS

VIII) MCB'S:

- 1) HAVELL'S
- 2) INDO ASIAN
- 3) MDS

IX) RELAYS:

- 1) OEN
- 2) JYOTI

X) POWER SUPPLY UNIT:

- 1) ELNOVA
- 2) APLAB

XI) MCT BLOCKS :

- 1) MCT BRATTBERG
- 2) ROXTEC

XII) INDICATORS

- 1) M/s ABB
- 2) M/s EUROTHERN
- 4) M/s TATA HONEYWELL
- 5) M/s MASIBUS

XIII) CONTROL ROOM EQUIPMENT CONTROL PANEL & ACCESSORIES

- 1) M/s Keltron Controls Ltd., Kerala
- 2) M/s RITTAL
- 3) M/s Pyrotech
- 4) M/s Positronics Pvt. Ltd.

XIV) RTDs

- 1) M/s General Instruments Ltd., Mumbai
- 2) M/s Nagman Sensors (Pvt.) Ltd.
- 3) M/s Pyro Electric, Goa

XV) PRESSURE GAUGES, TEMPERATURE GAUGES

- 1) M/s AN Instruments Pvt. Ltd., New Delhi
- 2) M/s General Instruments Ltd., Mumbai
- 3) M/s WIKA

Note-1

Bidder to offer all the items as per above list only **subject to submission of Certification and approvals and meeting the technical requirements.**

Note-2

For any other item(s) for which the vendor list is not provided, bidders has to offer those item(s) from reputed vendors/ suppliers who have earlier supplied same item(s) for the intended services in earlier projects and the item(s) offered is in their regular manufacturing/ supply range. Also,

- a) The vendor/ supplier should not be in the Holiday list of CLIENT.
- b) Should have supplied at least 50% of required quantity or minimum 1 number whichever is higher of maximum size and rating of item(s) as required for intended services.

The successful bidder is required to enclose documentary evidences (PO copies alongwith relevant approved documents, Inspection Certificate, Type approval certificates, Vendor Registration Certificates, performance certificates, statutory certificates, undertaking for not in Holiday list, etc.) within 30 days from date of Placement of Order.

SCOPE OF WORK (CIVIL, ARCH & STRUCTURAL WORKS)

CIVIL ENGINEERING WORKS

I) GENERAL

M/s IGGL has awarded M/s MECON Limited project management consultancy (PMC) services for North-East Gas Grid pipeline Project for Laying, Testing and Commissioning of pipeline in last mile connectivity of GNPL -8 x800m pipeline from SV-05 to Ms NEGDCL for transportation of Natural Gas (dry)/ R-LNG. This pipeline shall pave the path for industrialization and development of CGD in North-East region.

M/s MECON Ltd has been engaged by M/s IGGL to carry out design, engineering, procurement, inspection & Project Management Consultancy Services required transportation and distribution of Natural Gas.

All the associated Foundations & Civil/Architectural/Structural works shall be carried out as per the relevant standard specifications listed in various General Technical Specifications and concept with materials based on green building. Green building (also known as green construction or sustainable building) refers to both a structure and the using of processes that are environmentally responsible and resource- efficient throughout a building's life-cycle from sitting to design, construction, operation, maintenance, renovation, and demolition

The scope of work to be performed under this contract shall include complete Civil works as per plans, equipment layout, drawings & technical specifications for green building, environmentally safe w.r.t all materials and energy of various Terminals,

The contractor shall maintain proper record of all the materials/ equipment procured w.r.t. their source & specifications with details of their manufacturing and recycled content etc. and submits along with all supporting documents/photographs to Client & PMC for record purpose.

The complete work for Terminal / Stations are as under:

- SV-05 Cum DT
- RT at Ms NEGDCL

II) SCOPE OF SUPPLY

Contractor shall procure & supply to site all the materials including cement, reinforcing steel, steel sections/plates other masonry materials, admixtures & bonding agents, sealants, sand, etc. and any other construction material / item required to complete the civil works.

All costs towards testing/inspection of materials/goods shall be borne by the Contractor. No materials/items shall be supplied by the Owner.

III) SITE WORK

Complete construction work including supply of labour, construction materials, construction equipment, survey, tools & tackles, dismantling & modification/strengthening, supervision, testing etc. required to complete all the structures, foundations, finishes, steel inserts, painting, including site grading/earthwork in cutting & filling etc. as specified/applicable and required to complete the civil works in all respect.

(All enabling works e.g. construction water tank, fabrication yard, electricity, site stores & office, safety and security measures, coordination with other contractors working at site etc. shall be Contractor's responsibility.

Special permits to such as 'Hot Permit', "Fire Safety Permit" to work at project site, if required, shall be contractor's responsibility.)

IV) SCOPE OF WORK

The scope of work shall be broadly, but not limited to, the following:

- a) Site grading of the plot as per requirement.
- b) Construction of approach road with embankments.
- c) Construction of chainlink fencing foundation in PCC as per drawing.
- d) Supply and stacking of aggregate of non-paved/constructed areas as specified.
- e) 60thk Interlocking/grass jointed paver block from Pavit, Ultra, Unitile, Hindustan/Shree/Vyara or equivalent make over sand cushion over ground /on a PCC base at locations as specified
- f) Laying PCC kerb stones 125mm x 300 mm over 75 thk PCC base as specified.
- g) Construction of process area, pipe supports & metering skid as per drawings
- h) Provision of all inserts, conduits, pre-cast covers, fixing of free issue Items into permanent works etc.
- i) Clearing all construction debris and handing over completed work site.
- j) Any other work not specifically mentioned but required to make the terminal functional.
- k) Marking as-built details/drawings on one set of construction drawings and return to owner.
- l) **Photographs** during various stages of construction for documentary evidence.

Civil works shall be carried out for the scope of work listed as above. Bidder shall understand the scope of work by visiting the work site in advance at his own expenses if required and required to complete all the civil works as per specifications, SOR, drawings and as directed by Engineer-in-charge.

Work to be executed shall include but not limited to the following:

- 1.1 All enabling works e.g., provision of site office for Contractor's personnel, temporary roads & drains, storage facilities for cement, steel & other materials, provision of lights, survey work, workshop etc. which are required for efficient working and timely completion of works.
- 1.2 Testing laboratory at site which is required for carrying out routine tests of Workmanship as part of Quality Assurance.
- 1.3 Site leveling & micro-leveling after dismantling of all temporary works.
- 1.4 Submission of all original test certificates & records of testing, all warranties, performance guarantees in favour of IGGL.
- 1.5 Any other works which may be necessary for completion of Construction and associated works.

PREAMBLE TO SCHEDULE OF ITEMS

1.0 GENERAL

This preamble to the schedule of items is an integral part of the schedule and shall have as much force as though this is incorporated into the description of the items themselves.

Contractor's rate for any items of work in the schedule of items shall, unless otherwise stated, be held to include the cost of all materials, including wastages, conveyance and delivery, unloading, storing, fabrication, hoisting, all labour for finishing to required shape and size, tools and plants, power, fuel, consumables, all taxes royalties, other revenue expenses, temporary facilities like roads, drains etc., providing temporary storage facilities for cement, steel and other materials and their subsequent dismantling, scaffolding and other temporary works, setting out, fitting and fixing in position, site drainage, dewatering, offering samples for approval, cost of all tests, rectification of all defects, replacement of defective materials and work, interruptions to work required to accommodate the work of other agencies working on the site, continuation of work beyond working hour, in the night and holidays also if situation warrants so, site clearance on completion, maintenance work during the period of maintenance, bye-work necessary to complete any particular item of work as per specification and direction of the E-I/C, overheads, profit and other incidental charges.

2.0 EARTH WORK

The rate of the related items shall include, but not limited to the following:

2.1 GENERAL

- 2.1.1 Setting out works, profiles etc. with reference pillars and their removal after completion of work.
- 2.1.2 Taking levels and reference axes wherever necessary from reference lines and bench mark, both for the original ground level as well as for the finished Work as directed.
- 2.1.3 Unless otherwise specified site clearance such as clearing of shrubs, green brush wood, under-growth and small trees not exceeding 30 cm. in girth at one meter above ground including uprooting stacking the serviceable materials within any lead and removal of all the rubbish unserviceable materials up to 1 Km lead.
- 2.1.4 Working in dry, wet and foul condition.
- 2.1.5 No distinction of rate between the work done manually or mechanically.
- 2.1.6 Dewatering, wherever necessary.
- 2.1.7 Costs of all tests necessary and/or directed for the compaction of the filling/back filling of site leveling works.

3.0 EXCAVATION AND BACK FILLING

- 3.1.1 Planking and strutting to retain the excavated sides and to protect the adjoining structures and services including removing the same.
- 3.1.2 Dewatering of accumulated water from any source till completion of all work below ground level including provision of surface drains, catchment pits, etc., wherever necessary.
- 3.1.3 Providing adequate protection for safety of labour, materials, adjoining property, services, structures and equipment and install barriers around the excavation area,

foundation, trenches, pits and red lights during night time, engage night watchman for safety against risk or accident.

- 3.1.4 Stacking the excavated materials within the specified leads.
- 3.1.5 Forming (or leaving) suitable steps on the sides or/and providing adequate and stable side slopes in case of deep foundation or soft, loose or slushy soil and removal of steps after measurements.
- 3.1.6 Removing slips or falls in excavations.
- 3.1.7 Dressing and trimming to required level, profile and gradient.
- 3.1.8 Excavation to desired gradients in case of trenches.
- 3.1.9 Extra excavation beyond drawing/specification for necessary working space, for safety requirements and other allied works including back filling and compacting the same.
- 3.1.10 Removal of the surplus excavated earth, to the specified location as directed and leveling the same.
- 3.1.11 Filling with cement concrete (with stone aggregate) M5B and well rammed in position, all excavation taken down below the proper levels due to carelessness of the Contractor.
- 3.1.12 Sprinkling of sand and water over final bed and ramming the same before laying soling and concrete.
- 3.1.13 Filling/Back filling with excavated earth or from spoil heaps shall include the excavation/re-excavation from such sources all /re-handling and removing unwanted materials from the soil.
- 3.1.14 Compacting, leveling, watering, trimming to levels, profiles and gradient as per drawing, specification and/or as directed.
- 3.1.15 Cost of all tests, as specified and/or as directed for the filling/back filling works.

3.2 **TECHNICAL CLARIFICATION**

- 3.2.1 Location for disposal of surplus excavated materials will be decided at site during execution so as to avoid re-handling.
- 3.2.2 All kinds of soil shall mean ordinary, hard soil and soft/decomposed rock (including laterite) as per classification of soil mentioned in the Tech. Specification excepting hard rock to be paid under separate Item.

4.0 **CONCRETE (PLAIN AND REINFORCED)**

The rate of the respective item shall also include, but not limited to the following as described hereinafter in different Sub-Heads.

4.1 **CONCRETE**

- 4.1.1 Setting out all works from reference axes and bench marks.
- 4.1.2 Cleaning, washing and screening of aggregates whenever necessary.
- 4.1.3 Dewatering of all foundations and areas during concreting.
- 4.1.4 Cement slurry/cement mortar slurry at construction joints and cold joints.
- 4.1.5 Provision of Building paper and bearing plaster at bearing of slabs resting over walls.
- 4.1.6 All the appropriate provisions as stipulated in the specification of concrete chapter for materials, Design Mix, Preparatory works/surface preparation for concreting, facilities for checking, batching, mixing, transportation, placing and compaction of concrete, requirements in special cases of concreting, appropriate finishes to exposed surface, curing by appropriate means, all types of testing including hydraulic testing for Reservoirs, water tank etc. as directed.

- 4.1.7 Provision of construction joint (water bar excludes) and surface preparation of construction joint and cold joint, before placement of concrete.
- 4.1.8 Provision of chases, holes/openings as per drawing and grouting with cement mortar as directed.
- 4.1.9 Cleaning all anchor holes and keeping them, covered.
- 4.1.10 Protection of the structures/premises, foundations till final handing over and keeping the premises, basement, etc. dry.
- 4.1.11 The hacking or roughening the exposed surface to receive plaster or where it is to be joined with brick masonry wall.
- 4.1.12 Providing moulding, throating, drip course, etc. unless mentioned otherwise in Schedule of Item.

4.2 REINFORCEMENT

- 4.2.1 Cleaning and protection of reinforcements and decoiling and straightening of bars, if required.
- 4.2.2 Provision of chairs, spacer bars, incidental welding, spacer blocks, binding wires, etc.

4.3 CONCRETE PAVEMENT

Brief description of major items shall be as follows:

- a) Earth Work in excavation including back filling and disposal of surplus earth.
- b) Providing shuttering and strutting of all types.
- c) RCC M25 as per drg & specification along with reinforcement (supply of cement, coarse aggregate, fine aggregate, reinforcement bars), reinforcement bending, placement, binding/ welding all inclusive & testing of concrete and other materials.
- d) Providing and laying 150 mm thick reinforced cement concrete of (M-25 grade) with 20mm and down grade crushed stone aggregate in pavement, including preparation of base (i.e., compacted subgrade, supply and laying 200 thk sand and 100 thk PCC M-10).
- e) Providing pockets if necessary, making recesses, trenches with precast covers/ gratings, fixing inserts, conduit pipes (GI, PVC, HDPE, etc.) laying in alternate panels, filling the gaps between the panels with bitumen sand mix etc.
- f) Provision of chequered plates into permanent works as per SOR item of Structural works.
- g) Making slopes, finishing edges, leaving bars for pedestals & sleepers including providing sand fill isolation.
- h) Providing and fixing reinforcing steel (in one / two layers), curing, chipping and modification works etc. as specified in any shape, thickness, position and finishing the top surface smooth as per requirement etc. all complete as per drawings, specifications and directions of the Engineer-in-charge.
- i) Application of two coats of hot bitumen on surfaces in contact with soil.
- j) Actual work shall be carried out as per certified construction drawings to be issued to successful tenderer.

Note: Payment shall be made as per net area in SQM as laid at site.

5.0 BRICK MASONRY

The rate of the respective items shall be for the complete finished work and shall also include, but not limited to the following bye works/activities all complete at all levels and locations and as per specification and as directed by the E-I/C.

- a. Setting out the works as per drawings.

- b. Dewatering during works in foundations and in some particular cases, if found necessary.
- c. Provision of scaffolding, platform, ladder, etc. including all necessary safety measures and accessibility and removal of the same.
- d. Necessary surface preparation of dissimilar materials for proper bonding with masonry works as specified and as directed.
- e. Providing opening/holes/voids/pockets for which no deduction is made in the measurement.
- f. Extra provision necessary in ends of beams, joints, slabs and the like, with necessary levelling.
- g. Raking of joints, as the work proceeds.
- h. Bedding for plates, lintels, corrugated sheets and the like with necessary levelling.
- i. Extra provisions necessary for projection, string course, sills, jambs, soffits of openings.
- j. Curing by appropriate means.
- k. Provision of metal pins, dowels, cramps, etc. for stone veneering.
- l. Provision of necessary form work, template and centering in case of arches.
- m. Removal of unused materials, dirt, debris, etc. and clearing the above after completing the work in particular area, if required.
- n. Provision for drainage holes and recesses for cement concrete blocks, to embed holdfasts for door, windows, etc.
- o. Chases and holes for sanitary and other service viz. sanitary and electrical fittings, hangers for pipes and cables support and for call bells, clamps for light and fans, etc. as shown in drawing or as directed.

QUALITY ASSURANCE PLAN (CIVIL)



**INDRADHANUSH GAS GRID LIMITED
NATURAL GAS PIPELINE GRID IN NORTH-EAST**

**DESIGN BASIS
FOR
3 STAGE QUALITY ASSURANCE PLAN**

Doc. No.: MEC / 05 / 11 /23VD/ C / 000 / 0001

Prepared & Issued by



**CIVIL SECTION
MECON LIMITED
DELHI - 110 092**



NATURAL GAS PIPELINE GRID IN NORTH-EAST



Spec. No. : MEC / 05 / 11 /23VD/ C / 000 / 0001

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- 2.0 General Guidelines for Quality Construction
- 3.0 Stages of Quality Assurance Plan
 - 3.1 Stage-1
 - 3.2 Stage-2
 - 3.3 Stage-3



1.0 INTRODUCTION:

The scope of work to be performed under this contract shall include complete civil works as per SOR, technical specifications and drawings.

The basic execution of the civil works shall be governed by the norms and requirements as per relevant IS Codes of Practice.

2.0 GENERAL GUIDELINES FOR QUALITY IN CONSTRUCTION

Quality Control QC

Quality is defined as 'fitness to purpose', i.e. in terms of Construction it is providing an appropriate quality for the purpose for which it is intended. The quality is also related to the timing i.e. when it is delivered.

Like most other aspects of construction management, Quality control has to be planned. Planning seeks 'order' and a quality control system for a construction project reflects this sense of order. It may be seen to be in three basic stages:

- Setting the quality standard.
- Planning how to achieve the required quality.
- Construct right employing proper construction methods, equipments, materials, personnel, workmanship, supervision and testing.

Quality Assurance QA

Quality assurance is a mechanism for ensuring that the construction process takes place within the framework of a quality management system. This suggests that quality assurance defines the tasks and duties for implementing quality management.

In general, the following guidelines shall be adhered to for achieving Quality Control and Quality Assurance:

1. Making sure that a set of documents viz. Drawings and Specifications are available at site.
2. Always carrying one small measuring tape, a notebook and pen / pencil at site.
3. Daily reaching site few minutes early to the start of actual construction activities.
4. Making yourself available at site during the closing hour and spend few more time after the workers have called it a day.
5. Ensuring the availability of construction water and power at site.
6. Checking of layout of whole complex and that of a particular unit before start of actual work.
7. Establishing of permanent benchmark & checking of levels at all important stages of construction.
8. Special attentions to ensure safety norms are followed at site.
9. Every evening identifying the areas where next day work needs to be carried out.
10. Ensuring proper arrangement of curing is made and personnel identified to do the job.
11. Every morning checking that work / curing envisaged the previous evening is being / has been carried out.



12. Regularly checking the availability of construction materials and making sure that availability of material is regular.
13. Checking adequate storage space and making arrangement for proper storage of materials, cement in particular.
14. Ensuring the incoming materials has been tested for the intended strength and quality. Accepting the materials only if found OK on physical inspection subject to final approval based upon lab test as required as per specification.
15. Ensuring that all activities carried out as per specification and established work schedule.
16. Checking of all measurements / dimensions of the various structural elements as per drawing before executing the works.
17. Maintenance of all the records in a proper way.
18. Sum up all the activities at site during the day in the form of a daily progress report which shall be forwarded to MECON at the end of the day/next day morning.
19. Always keeping client informed about the site developments by maintaining proper channels of communication.
20. Be cheerful, sportive and supportive.

3.0 STAGES OF QUALITY ASSURANCE PLAN

3.1 STAGE-1: Quality Assurance and Control Mechanism for Construction materials

- The Contractor shall propose details of all the Construction materials along with their source of procurement.
- The source of procurement of all the Construction materials shall have to be got approved by Engineer-in-charge.
- All the Construction materials shall have to be got approved by Engineer-in-charge after testing as per the Annexure-1 and 2 of **Site Quality Plan** (Appendix-1) to be witnessed by Engineer-in-charge as per Inspection Test Plan.
- All rejected Construction materials shall be identified by Engineer-in-charge and removed immediately from Site by the Contractor and a joint record in this regard shall be maintained.

3.2 STAGE-2: Quality of Construction, Job procedure and Test Plan to be adopted

- The Contractor shall carry out regular Quality checks by inspection/testing during job execution and prepare checklists for various Construction activities as per the Annexure-3 and 4 of **Site Quality Plan** (Appendix-1) which shall be witnessed by Engineer-in-charge.
- The same shall have to be got approved by Engineer-in-charge.
- The Contractor shall execute all the routine construction activities as specified in Technical Specifications. Job Procedures may, however, be submitted for specialized activities which shall be got approved by Engineer-in-charge.
- The Contractor shall prepare Inspection Test Plans as per the format given in Annexure-4. The same shall be approved by Engineer-in-charge.

3.3 STAGE-3: Quality Assurance and Control Mechanism



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- The Contractor shall carry out recording of workmanship/finish details as per the Annexure- 4 of **Site Quality Plan** (Appendix-1) which shall be witnessed by Engineer-in-charge.
- The same shall be approved by Engineer-in-charge.
- In case of any deficiency in Quality, the same shall be redone / rectified to the satisfaction of Engineer-in-charge without any additional cost.

QUALITY ASSURANCE & QUALITY CONTROL

SITE QUALITY PLAN

CIVIL ENGINEERING DIVISION



MECON LIMITED

**13th FLOOR, SCOPE MINAR, NORTH TOWER
LAXMI NAGAR, DISTRICT CENTRE,
DELHI-110 092**

	QUALITY ASSURANCE & QUALITY CONTROL (SITE QUALITY PLAN)	CIVIL ENGINEERING DIVISION MECON LIMITED, DELHI-110 092

ANNEXURE – 1 MATERIAL TESTS FOR SITES

SL. No	Component/ Operation and Description of test	Sampling plan with basis	Type of check	Instru- ment	Refer- ence docu- ment	Acceptance Norm	Format of Record	Testing agency	Remarks

A: MATERIALS									
1.0	COARSE AGGREGATE								
1.1	Specific Gravity, Density, Voids	To be done once per source or once for each mix design	Laboratory Test	Weigh balance, Oven, Jar	IS:2386 Part III, IS:456, IS:383			Package Contractor	These tests will be carried out while establishing design mix.
1.2	Sieve Analysis	One sample per 200 M ³ (or part thereof) or change of source whichever is earlier.	Field Laboratory Test	Sieve set & weigh balance	IS:2386 Part I, IS:383	As per requirement of design mix within the limits specified in relevant IS Codes.	L-04	-do-	Mandatory Site Test/OR RMC Manufacturer's Report for batch test is acceptable.
1.3	Deleterious Chemicals	To be done once per source	Lab Test	Balance Sieve & Container	IS:2386 Part II, IS:383 (for acceptance limits)			-do-	Test will be carried out while establishing mix design
1.4	Soundness	To be done once per source	-do-	Sieve Scales & Drying	IS:2386 Part V, IS:383			-do-	Test will be carried out while establishing mix design

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				Oven	(for acceptance limits)				
1.5	Acid & Alkali Reactivity	To be done once per source	Lab Test	Weigh balance	IS:2386 Part VII, IS:383			-do-	Test will be carried out while establishing mix design
1.6	Flakiness	To be done once per source	-do-	-	IS:2386 Part-I, IS : 383			-do-	-do-
1.7	Bulk Density	To be done once per source or once for each mix design		Oven, Jar & Weigh balance	IS:2386			-do-	-do-
2.0	FINE AGGREGATE (TO BE USED FOR CONCRETE)								
2.1	Bulkage Moisture	One sample for pour greater than 50 m ³	Routine Measurement	Oven, Jar and weigh balance	IS : 2386 Part-III, IS : 383			-do-	Mandatory Site Test. Volume of sand and weight of water shall be adjusted as bulkage & moisture contents.
2.2	Sieve Analysis	One sample per 200 m3 (or part thereof) or change of source whichever is earlier.	Routine	Sieve Set, Weigh balance	IS : 2386 Part-I, IS : 383	As per requirement of design mix within the limits	L – 03	-do-	Mandatory Site Test.

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						specified in relevant IS Codes			
2.3	Particle Size and Shape	To be done once per source and to be repeated if source is changed	Routine	-do-	IS : 2386 Part-I, IS : 383	Particle size shall be maximum 4.75 mm. Grading shall be within the limits of grading zone – III for concrete work and for mortar and grout within the limits of grading zone III & IV.		-do-	To be carried out during mix design.
2.4	Deleterious Chemicals	-do-	-do-	Balance, sieve & Container	IS : 2386 Part-II, IS : 383			-do-	To be carried out during mix design.

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ANNEXURE – 1 MATERIAL TESTS FOR SITES

SL. No	Component/ Operation and Description of test	Sampling plan with basis	Type of check	Instru- ment	Refer- ence docu- ment	Acceptance Norm	Format of Record	Testing agency	Remarks
2.5	Soundness	-do-	-do-	Sieve, Scales & Drying Oven	IS : 2386 Part-V, IS : 383 (for acceptance limit)		-	-do-	To be carried out during mix design.
2.6	Acid and Alkali Reactivity	To be done once per source and to be repeated if source is changed	-do-	Weigh Balance	IS : 2386 Part-VII, IS : 383		-	-do-	To be carried out during mix design.
2.7	Specific Gravity, Density, Voids	To be done once per source or once for each mix design	Measu rement	Weigh Balance	IS : 2386 Part-III				These tests will be carried out while establishing design mix.
2.8	Check Silt and Clay Content	Every 50M ³ (or part thereof)	Measu rement	Jar & Oven	IS : 2386 Part-II, IS : 383	Deleterious material not to exceed 5%	-		Mandatory Site Test

3.0	CEMENT								
3.1	Fineness	For each consignment of 100T (or part thereof).	Labora tory Test		IS : 4031, IS : 269, IS : 1489, IS : 456			Manufactur er/ OR Package Contractor	Manufacturer's certificate to be furnished.

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ANNEXURE – 1 MATERIAL TESTS FOR SITES

SL. No	Component/ Operation and Description of test	Sampling plan with basis	Type of check	Instru- ment	Refer- ence docu- ment	Acceptance Norm	Format of Record	Testing agency	Remarks
3.2	Normal consistency	-do-	Labora- tory Test	Vicat needle	IS : 4031, IS : 269, IS : 1489, IS : 456			Manufactur- er/ OR Package Contractor	-do-
3.3	Initial and Final setting	-do-	Labora- tory Test	Vicat needle	IS : 4031, IS : 269, IS : 1489, IS : 456	Depending on the type of cement and as per relevant IS		Manufactur- er/ OR Package Contractor	-do-
3.4	Soundness, Specific Gravity	-do-	Labora- tory Test		IS : 4031, IS : 269, IS : 1489, IS : 456			Manufactur- er/ OR Package Contractor	-do-
4.0	CONCRETE								
4.1	Workability, Slump test	Once a day for each batching/ mixing plant	Measu- rement		IS : 456, IS : 1199, Client's specificati- on	Degree of workability adopted depending on the type of structure and type of compaction equipment.		Package Contractor	Mandatory Site Test

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SL. No	Component/ Operation and Description of test	Sampling plan with basis	Type of check	Instru- ment	Refer- ence docu- ment	Acceptance Norm	Format of Record	Testing agency	Remarks
4.2	Crushing Strength	One set of 6 cubes of 150 cm. Size per 35 Cum. of concrete or part thereof for each grade of concrete per 8 hours of work or portion thereof.	Measu rement	Compressi on Test Machine	IS : 516, IS : 1199, IS : 456 and Client's specificati on	Shall be as per IS: 456		Package Contractor	Three specimens shall be tested at 7 days and remaining at 28 days. Mandatory Site Test.
4.3	Water Cement Ratio	At random at the time of batching	Measu rement	Visual observation	As per approved design mix			Package Contractor	
5.0	WATER								
5.1	Tests for ascertaining limits of solid	Once for each source of supply	-do-	Lab Test	IS : 3026 and Soil investigati on record.			Package Contractor	During mix design stage
5.2	Test of pH value	-do-	-do-	PH meter	IS : 456	PH value shall be less than 6.	Site log book		-do-
6.0	BRICK								

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SL. No	Component/ Operation and Description of test	Sampling plan with basis	Type of check	Instrument	Reference document	Acceptance Norm	Format of Record	Testing agency	Remarks
6.1	Compressive Strength	<u>For designation 100,</u> Every 50,000 or part thereof. <u>For designation up to 75,</u> Every 100,000 or part thereof.	Compressive strength	Compression Testing Machine	IS: 1077	As per brick designation.			Mandatory Site Test
6.2	Shape, Size, Colour	-do-	Visual & measurement for size.		IS: 3495				Mandatory Site Test

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SL. No	Component/ Operation and Description of test	Sampling plan with basis	Type of check	Instru- ment	Refer- ence docu- ment	Acceptance Norm	Format of Record	Testing agency	Remarks
6.3	Water absorption and efflorescence	One test for each source of manufacturer and every lot of 200,000.	Lab Test		IS: 3495	Water absorption: a) after 24 hours not less than 20% by weight b) after 6 hours not less than 10% by weight. c) moderate degree of efflorescence			Lab Test Report shall be submitted by the contractor.
7.0	REINFORCEMENT STEEL								
7.1	Tensile Strength	(A). Every 20T or every consignment purchased by Package Contractor (B). For procurement of quantity less than 20T	Measu- rement	Universal Testing Machine	IS : 1608 IS : 2062 IS : 1786			Manufactur- er/OR Package Contractor -----	Manufacturer test certificate must be submitted Copy of Manufacturer's Test Certificate & Certificate No. to be mentioned in the invoice.
7.2	Bend Strength	-do-	-do-		IS: 1599			-do-	-do-

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SL. No	Component/ Operation and Description of test	Sampling plan with basis	Type of check	Instru- ment	Refer- ence docu- ment	Acceptance Norm	Format of Record	Testing agency	Remarks
7.3	Surface cracks, Rusts etc.	Random	Visual	Visual					
					IS: 73				Lab Test Report shall be submitted.

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SL. No	Component/ Operation and Description of test	Sampling plan with basis	Type of check	Instrument	Reference document	Acceptance Norm	Format of Record	Testing agency	Remarks

8.0	STORAGE OF MATERIALS								
8.1	Cement Storage	100%	Visual		IS: 4082	Covered storage. ❖ Clear gap of min. 15cm from the floor. ❖ Space of min. 45cm around the exterior wall. ❖ Stacking not more than 15 bags high arranged alternately lengthwise and crosswise.			

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SL. No	Component/ Operation and Description of test	Sampling plan with basis	Type of check	Instrument	Reference document	Acceptance Norm	Format of Record	Testing agency	Remarks
						❖ Width of the stack shall not be more than 3 meters			
8.2	Reinforcement Storage	100%	Visual		IS: 4082	Open storage. ❖ Bars of different classification , sizes and length will be stacked separately.			

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SL. No	Component/ Operation and Description of test	Sampling plan with basis	Type of check	Instrument	Reference document	Acceptance Norm	Format of Record	Testing agency	Remarks
8.3	Brick Storage	100%	Visual		IS: 4082	Open storage. ❖ Bricks shall be stacked on dry firm ground. ❖ Stacks shall be 50 bricks long and 10 bricks high. ❖ Bricks shall be placed on edge.			

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ANNEXURE – 1 MATERIAL TESTS FOR SITES

SL. No	Component/ Operation and Description of test	Sampling plan with basis	Type of check	Instrument	Reference document	Acceptance Norm	Format of Record	Testing agency	Remarks
8.4	Aggregates Storage	100%	Visual		IS: 4082	❖ Shall be stored at site on a dry ground/ platform of planks/ old corrugated iron sheets/ floor of bricks/ thin layer of lean concrete. ❖ Stacks of fine aggregate and coarse aggregate shall kept in separate stockpiles.			

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ANNEXURE – 1 MATERIAL TESTS FOR SITES

SL. No	Component/ Operation and Description of test	Sampling plan with basis	Type of check	Instru- ment	Refer- ence docu- ment	Acceptance Norm	Format of Record	Testing agency	Remarks
8.5	Other Bought Out Items	100%	Visual		IS: 4082	Covered storage/ OR open yard. Materials shall be stored as per manufacturer's specification.			

	QUALITY ASSURANCE & QUALITY CONTROL (SITE QUALITY PLAN)	CIVIL ENGINEERING DIVISION MECON LIMITED, DELHI-110 092

ANNEXURE – 2 TESTING EQUIPMENT FOR SITES

SL NO	BROAD CLASS	NOMENCLATURE DESCRIPTION	UTILITY	TEST PROCEDURE	REFERENCE DOCUMENT	TO BE AVAILABLE AT SITE
1.0	ROUTINE TEST LAB EQUIPMENT	1.1 Concrete Cube mould (150x150x150) mm	Concrete Cubes	-	IS : 10086	Yes
		1.2 Compressive strength Testing machine	Concrete Cube Test	Crushing strength of cube	IS : 2505	Yes
		1.3 Concrete slump cone	Workability Check	Drop in cone height of concrete	IS : 7320	Yes
		1.4 Coarse aggregate sieves	Sieve analysis	Sieving	IS : 383	Yes
		1.5 Soil Core cutter	To test compaction of soil	Core cut out of soil and density measured	IS : 2720	Yes
		1.6 Fine aggregate sieves	Sieve analysis	Sieving	IS : 383	Yes
2.0	DIMENSIONAL & ALLIED MEASURING EQUIPMENT	2.1 Total Station	Levelling, Distance, Angular Measurements, Coordinates	Measurement and recording		Yes
		2.2 Theodolite & levelling staff	Levelling and centre line marking and verticality measurement	Measurement and recording	-	Yes
		2.3 Measuring Tape	Dimension	-	-	Yes
		2.4 Laser Beam apparatus	Verticality of structures	Centre line alignment	-	Optional
3.0	PROCESS CONTROL ACCESSORIES	3.1 Oven	Material Drying for moisture control	Material to be kept for specific duration	-	Yes
		3.2 Physical balance	Weighing	-	-	Yes

	QUALITY ASSURANCE & QUALITY CONTROL (SITE QUALITY PLAN)	CIVIL ENGINEERING DIVISION MECON LIMITED, DELHI-110 092

ANNEXURE – 3 WORKMANSHIP CHECKS FOR DIFFERENT SITE ACTIVITIES

SL. No	Description of Site Activity	Workmanship Checks to be undertaken	Remarks
1	Earth work	(a) Classification of Soil, for payments, if required. (b) Line & level. (c) Disposal lead, for payments, if required. (d) Levelling at Disposal Yard, for payments, if required. (e) Initial & Final level in Level Book. (f) Rolling/Tamping/Compaction of Fills, as per IS : 2720 (g) Arrangement for de-watering. (h) Shoring & Strutting. (i) Safety (side slopes, ramps, working space around foundation, dumping at safe distance beyond top edge). (j) Excess excavation depth properly filled for foundation works. (k) Foundation bed level and ensure virgin hard surface.	

	QUALITY ASSURANCE & QUALITY CONTROL (SITE QUALITY PLAN)	CIVIL ENGINEERING DIVISION MECON LIMITED, DELHI-110 092

ANNEXURE – 3 WORKMANSHIP CHECKS FOR DIFFERENT SITE ACTIVITIES

SL. No	Description of Site Activity	Workmanship Checks to be undertaken	Remarks
2	Concreting Works	(a) Check quality and size of coarse aggregate with special reference to undersize/oversize materials, disintegrated/self materials, earth and other foreign materials beyond limit, organic impurities. (b) Silt content, bulkage, foreign materials in sand and verify test report for fineness modulus. (c) Check formwork. (d) Line, level of concrete. (e) Honeycombed surface in concrete. (f) Strength of Concrete. (g) Check Mix Boxes. (h) Mixing of concrete by hand/machine. (i) Use of Vibrator. (j) Slump of concrete.	

	QUALITY ASSURANCE & QUALITY CONTROL (SITE QUALITY PLAN)	CIVIL ENGINEERING DIVISION MECON LIMITED, DELHI-110 092

ANNEXURE – 3 WORKMANSHIP CHECKS FOR DIFFERENT SITE ACTIVITIES

SL. No	Description of Site Activity	Workmanship Checks to be undertaken	Remarks
3	Formwork	a) Line, level and dimensions as per drawing. b) Cross bracing of supporting framework. c) Diagonal bracings. d) Ground support rigidity to avoid settlement. e) Plumbness of shores. f) Wedge tightening of shores. g) Thickness of shutter to withstand pressure of wet concrete. h) Leakproofness of shutter (IS : 457) i) Demoulding agent/Oiling of shutter. j) Facility for removal of formwork in proper sequence. k) Avoid premature removal.	

	QUALITY ASSURANCE & QUALITY CONTROL (SITE QUALITY PLAN)	CIVIL ENGINEERING DIVISION MECON LIMITED, DELHI-110 092

ANNEXURE – 3 WORKMANSHIP CHECKS FOR DIFFERENT SITE ACTIVITIES

SL. No	Description of Site Activity	Workmanship Checks to be undertaken	Remarks
4	Reinforced Concrete Works	a) Sieve analysis of coarse aggregate to check oversize, undersize, improperly graded aggregate. b) Check presence of disintegrated/soft or foreign materials in aggregates. c) Quality of sand, Silt content, Bulkage test. d) Quality of Cement and age of Cement (1 st in 1 st OUT system) e) Quality of water for mixing and curing. f) Slump test. g) Cube Tests. h) Cover Block thickness and integrity (cover not reduced more than 2mm or increased by more than 10mm). i) Whether reinforcement exposed on removal of forms. j) Physical verification of grade of steel reinforcement, as required. k) Gauge of binding wire and its use at all joints. l) Reinforcement placement as per drawing and top reinforcement to be supported by chairs etc.	

	QUALITY ASSURANCE & QUALITY CONTROL (SITE QUALITY PLAN)	CIVIL ENGINEERING DIVISION MECON LIMITED, DELHI-110 092

ANNEXURE – 3 WORKMANSHIP CHECKS FOR DIFFERENT SITE ACTIVITIES

SL. No	Description of Site Activity	Workmanship Checks to be undertaken	Remarks
		m) Spacing of laps and staggering and length of lap. n) Mix design record/requirements. o) Rigidity and evenness of centring & shuttering. p) Finish requirement of surface. q) Throating and moulding requirements as per drawings. r) Line and level requirements as per drawing. s) Expansion joint contraction, joint provisions. t) Fixing of inserts, conduits, bolts to proper alignment. u) Hacking of green concrete for future plastering. v) Adequate curing. w) Drainage provisions on roof surface (slope & spout) x) Gangway placement for concreting to be independent of reinforcement. y) Rigidity of reinforcement cage to avoid distortion during concreting	

	QUALITY ASSURANCE & QUALITY CONTROL (SITE QUALITY PLAN)	CIVIL ENGINEERING DIVISION MECON LIMITED, DELHI-110 092

ANNEXURE – 3 WORKMANSHIP CHECKS FOR DIFFERENT SITE ACTIVITIES

SL. No	Description of Site Activity	Workmanship Checks to be undertaken	Remarks
		z) Compaction requirements of concrete by needle vibrators/Form vibrator etc. aa) Provisions at construction joint – Waterbar – Nozzles etc. bb) Provision of dowel bars 12mm $\rightarrow$ 300 long (400mm either side) at 250 C/C on construction joint surface.	

	QUALITY ASSURANCE & QUALITY CONTROL (SITE QUALITY PLAN)	CIVIL ENGINEERING DIVISION MECON LIMITED, DELHI-110 092

ANNEXURE – 3 WORKMANSHIP CHECKS FOR DIFFERENT SITE ACTIVITIES

SL. No	Description of Site Activity	Workmanship Checks to be undertaken	Remarks
5	Brickwork	(a) Quality of bricks for strength, dimensional accuracy, efflorescence water absorption and evenness of backing as per QAP. (b) Sand quality for fineness modulus and Silt content. (c) Cement quality. (d) Mixing of Mortar to structural space. (e) Thickness of joint not exceeding 10mm. (f) Raking of joints in green stage by raking tool (15mm deep) (g) Filling of vertical joints properly. (h) Soaking of bricks. (i) Line and level of brickwork. (j) Plumbness. (k) Brick corners are provided with proper brick closer not by brick bat.	

	QUALITY ASSURANCE & QUALITY CONTROL (SITE QUALITY PLAN)	CIVIL ENGINEERING DIVISION MECON LIMITED, DELHI-110 092

ANNEXURE – 3 WORKMANSHIP CHECKS FOR DIFFERENT SITE ACTIVITIES

SL. No	Description of Site Activity	Workmanship Checks to be undertaken	Remarks
		(l) Type of scaffolding. (m) Filling of scaffolding potholes. (n) Brick courses are in level. (o) Proper bonding of main wall with cross wall (No toothing joints) (p) Brickwork taken-up in layers not exceeding 1 Metre. (q) Proper provision of reinforcement in brick-wall. (r) Lateral bonding of brick-wall to steel/concrete columns. (s) Filling-up voids between brick –wall and door/windows shutter. (t) Adequate curing of brickwork.	

	QUALITY ASSURANCE & QUALITY CONTROL (SITE QUALITY PLAN)	CIVIL ENGINEERING DIVISION MECON LIMITED, DELHI-110 092

ANNEXURE – 3 WORKMANSHIP CHECKS FOR DIFFERENT SITE ACTIVITIES

SL. No	Description of Site Activity	Workmanship Checks to be undertaken	Remarks
6	Flooring Work		
6.1	Cement Concrete Floor	(a) Aggregates, Sand – refer PCC Works. (b) Strength. (c) Thickness. (d) Hardener type and mix. (e) Panel size. (f) Curing arrangement. (g) Polishing requirement.	

	QUALITY ASSURANCE & QUALITY CONTROL (SITE QUALITY PLAN)	CIVIL ENGINEERING DIVISION MECON LIMITED, DELHI-110 092

ANNEXURE – 3 WORKMANSHIP CHECKS FOR DIFFERENT SITE ACTIVITIES

SL. No	Description of Site Activity	Workmanship Checks to be undertaken	Remarks
7	Painting Work	(a) Name of Manufacturer, Specification, Batch Number, Colour, Date of Manufacture, ISI Marking on Paint Container. (b) Cracks, voids, pores on masonry surface properly filled. (c) Soundness and adherence of Old Paint. (d) Paint quality (No. adulteration by thinner) and quality of Primer. (e) Application of each coat of Paint for uniformity, paint drop, dabs, brush-marks, waves and variation of colour. (f) Difficult to reach areas like edges, corners, nuts, bolts etc. are properly painted. (g) Spilled Paints on floors & walls properly cleaned. (h) Painting of fan hooks and exposed surfaces of inserts as per Specification.	



QUALITY ASSURANCE & QUALITY CONTROL (SITE QUALITY PLAN)

CIVIL ENGINEERING DIVISION
MECON LIMITED, DELHI-110 092

ANNEXURE – 4 FORMATS FOR SITE RECORDS

A) INSPECTION TEST PLAN

1. INSPECTION TEST PLAN FOR EARTHWORK IN EXCAVATION
2. INSPECTION TEST PLAN FOR RCC WORKS
3. INSPECTION TEST PLAN FOR BRICK MASONRY WORKS

B) INSPECTION REPORTS/REGISTER

1. INSPECTION REPORT FOR EXCAVATION
2. SEIVE ANALYSIS FOR FINE AGGREGATE
3. SEIVE ANALYSIS FOR COARSE AGGREGATE
4. SLUMP TEST REPORT
5. INSPECTION REPORT FOR REINFORCEMENT BBS
6. ANTI TERMITE TREATMENT CHEMICAL APPLICATION CHECKLIST
7. INSPECTION REPORT FOR CONCRETING
8. TEST REPORT FOR BRICKS
9. INSPECTION REPORT FOR BRICK MASONRY
10. INSPECTION REPORT FOR PLASTERING
11. INSPECTION REPORT FOR PAINTING
12. CUBE TEST REGISTER
13. CEMENT STOCK REGISTER
14. STEEL CONSUMPTION REGISTER
15. LEVEL BOOK
16. MATERIAL TEST REGISTER
17. HINDRANCE REGISTER
18. SITE ORDER BOOK
19. MEASUREMENT SHEET



INSPECTION TEST PLAN FOR
EARTH WORK IN EXCAVATION

SAMPLE

CLIENT:IGGL
CONSULTANT : MECON LIMITED
CONTRACTOR:
DOCUMENT NO:

S.No	ACTIVITY	FREQUENCY OF INSPECTION		REMARKS
		CONTRACTOR	IGGL/ EIC	
1	Ground Levels	W	RM	
2	Final levels verification	W	RM	
3	Water table Record	W	RM	

LEGEND:

A - Approval H - Hold Point W - Witness Point R - Review Documents RM - Random Inspection

FOR CONTRACTOR	FOR Engineer-in-charge
SIGN	
NAME	
DATE	



**IGGL
ITP
FOR RCC WORK**

CLIENT:IGGL
Consultant : MECON LIMITED
Contractor :
DOCUMENT NO:

Job Id:
Doc. Id:
Rev:

SAMPLE

INSPECTION AND TEST PLAN FOR RCC WORK

Sr. No.	Activity	Frequency of Inspection/ Testing	Inspection Category	
			Contractor	IGGL/ EIC
1	Approval of Materials, cement, Reinforcement steel, anchor bolts, Insert plates.	At the beginning	H	AP
2	Design of concrete mix	Every work	P	AP
3	Pour card	At the beginning	P	AP
4	Checking of Lines, level, plumb of form work / shuttering	Every work	P	RM
5	Checking of Placing, binding, fixing of reinforcement steel	Every work	P	W
6	Inserts, Anchor bolts conduit fixing	Every work	P	RM
7	Expansion/ construction joints, Grouting, pockets, opening if any	Every work	P	RM
8	Slump/ workability of concrete	Every work	P	RM
9	compaction of Concrete	Every work	P	RM
10	Taking slump cubes	Every work	P	RM
11	Cube testing	Every work	P	W
12	Curing of concrete	Every work	P	RM

Legend

P	Perform	R	Review of Reports
H	Hold Point	AP	Approval
W	Witness		
RM	Random		

	For Contractor	For Engineer-in-charge
NAME:		
SIGN:		
DATE:		



**IGGL
ITP
FOR BRICK MASONRY**

SAMPLE

Report No.
Date:
Location:

CLIENT:IGGL
Consultant : MECON LIMITED
Contractor :
DOCUMENT NO:

INSPECTION AND TEST PLAN FOR BRICK MASONRY

Sr. No.	Activity	Inspection by contractor	Verification by IGGL/ EIC	Record to be submitted by contractor
1	Check dimensions & strength of bricks where brickwork is to be carried out. Quality of brick as per IS 1077 Testing as per IS 5454.Approved by IGGL/ EIC.	W	W	Lab testing report of brick & sand.
2	Check mixing of mortar	W	RM	Test certificate of cement
3	Check whether bricks are thoroughly soaked	W	RM	
4	Check during laying of bricks, level plumb and joint thickness	W	RM	
5	Check embedment of fixtures	W	RM	
6	Curing	W	RM	
7	Reinforcement provided	W	W	
8	Raking of joint & keys of brick	W	RM	
9	Check if scaffolding/ staging is properly erected or not	W	RM	
10	Check for safety	W	RM	Scaffolding safe for use

Legend

R Review of document
RM Random Inspection
W Witness

I Implementation
H Hold

	For Contractor	For Engineer-in-charge
NAME:		
SIGN:		
DATE:		



INSPECTION REPORT FOR EXCAVATION

REPORT NO:

DATE:

DOCUMENT NO:

[illegible]

REMARKS

FOR Engineer-in-charge

DATE _____



IGGL

SIEVE ANALYSIS OF SAND/FINE AGGREGATES

Client : IGGL

Name of the Work :

Consultant : MECON LIMITED

Report No.

Contractor :

Date

DOC. NO. :

Contractor : _____

Report No. : _____

Date of Testing: _____

Sampled By : _____

Weight of Sample : _____

IS SIEVE SIZE	WEIGHT RETAINED (gms)	% WEIGHT RETAINED	CUMULATIVE % RETAINED	CUMULATIVE % PASSING	GRADING ZONE, % PASSING AS PER IS 383-1970
10 mm					100
4.75mm					90-100
2.36 mm					75-100
1.18 mm					55-90
600 micron					35-59
300 micron					8-30
150 micron					0-10

RESULTS : Conform to grading zone

FOR CONTRACTOR	FOR IGGL/EIC
SIGN	
NAME	
DATE	



IGGL

Client : IGGL

Consultant : MECON LIMITED

Report No.

Contractor :

Date

DOC. NO. :

SIEVE ANALYSIS FOR STONE AGGREGATES

For 20 mm nominal size graded aggregate

Contractor:

Report No.:

Date of Testing:

Sampled by :

Weight of Sample :

IS SIEVE	WEIGHT RETAINED gms	% WEIGHT RETAINED	CUMULATIVE % RETAINED	CUMULATIVE % PASSING	% Passing as per Mix design or IS 383 - 1970
40 mm					100
20mm					95-100
10mm					25-35
4.75mm					0-10

RESULTS :

	FOR CONTRACTOR	FOR IGGL/EIC
SIGN		
NAME		
DATE		



MECON LIMITED, DELHI



SLUMP TEST

Owner : IGGL
Consultant : MECON LIMITED
Contractor :

Date :

Date	Item of Work and Location	Mix Nominal or Design	Vibrator Used Yes / No	Water / Bag of Cement (Ltr.)	Height of Specimen after Mould Removed (mm)			Acceptability (mm)	Slump (mm)
					Sample - I	Sample - II	Sample - III		

CONTRACTOR

FOR IGGL/EIC



IGGL

INSPECTION REPORT FOR REINFORCEMENT BBS

CLIENT :IGGL
CONSULTANT : MECON LIMITED.
CONTRACTOR:
DOCUMENT NO:
BBS NO:
Location / Type of Structure:
Drawing No.:

REPORT NO.:

DATE

Sl.No.	Description	Bar Dia	Shape of Bar	Cut Length (m)	Total No. of Bar	Total Length (m)	Unit Weight (kg/m)	Total Weight in kg.						Remarks
								8mm	10mm	12mm	16mm	20mm	25mm	

SAMPLE

FOR CONTRACTOR

FOR IGGL/EIC

SIGN

SIGN

NAME

NAME

DATE

DATE



IGGL

Anti Termite Treatment Chemicals application checklist

Client : IGGL

Name of Work:

Consultant : MECON LIMITED

Report No.

Contractor :

DATE

S. No.	Description of Item	Qty required theoretically	Oty used	Prepared by	Checked by	Verified by
1	For bottom surface and sides of excavation upto height of 300 mm for cloumn pits, walls, trenches and basements	5 litres/ sqm of surface area				
2	Backfill around columns and walls	15 litres/ sqm of vertical surface				
3	Rodding of earth @150 mm centres close to the wall surface	5 litres/ sqm of surface area				
4	Top surface of plinth filling to mm to 75 mm deep @ 150 mm centres with chemical emulsion	5 litres/ sqm of surface area				

FOR CONTRACTOR

FOR IGGL/EIC

Signature

Name

Date



IGGL



INSPECTION REPORT FOR CONCRETING

NAME OF THE PROJECT:

PURCHASE ORDER NO:

CLIENT:

CONSULTANT:

CONTRACTOR:

CONCRETE POUR CARD

Date :	Time :	Location :		Mix used :
SL. No.	Description	Contractor	IGGL/EIC	Remark
1	Alignment			
2	Level			
3	Plumb			
4	Shuttering			
5	Reinforcement			
6	Concrete quantity			
7	Theoretical cement consumption			
8	Availability of material at site			
	I) Cement			
	II) Sand			
	III) Metal no. 1			
	IV) Metal No. 2			
	V) Water			
9	SIR content in sand			
10	% Bulkage in sand			
11	Others			

Whether passed for construction YES/NO

Remarks if any:.....

Contractor

FOR IGGL/EIC



IGGL
BRICK TEST REPORT



Client :IGGL
Consultant : MECON LIMITED
Contractor :

Report No.
Date:

TEST REPORT

Sr. No.	Description	Observation	Requirement
1	Compressive Strength		(75 Kg/Cm2)
a)			
b)			
c)			
d)			
e)			
2	Water Absorption %		20 % Max
a)			
b)			
c)			
d)			
e)			
3	Efflorescence		Nil to moderate
a)			
b)			
c)			
d)			
e)			
	For Contractor	FOR IGGL/EIC	
NAME:			
SIGN:			
DATE:			



IGGL
INSPECTION REPORT
FOR BRICK MASONRY



CLIENT:IGGL

Consultant : MECON LIMITED

Contractor :

Date:

Location:

Bottom Level:

Top Level:

Sr. No.	Description	Observation	Remarks
1	a) Size of bricks	SAMPLE	
	b) Water absorption		
	c) Strength of brick		
	d) Efflorescence		
	e) Soaking of brick		
	f) Mortar ratio		
2	Type of brick work		
	a) One or more brick thickness		
	b) Half brick thickness		
3	MS reinforced bars used in half brick thickness		
4	Thickness of mortar		
5	Gradation of sand		
6	Slit Content		
7	DPC		

	For Contractor	FOR IGGL/EIC
NAME:		
SIGN:		
DATE:		



IGGL



INSPECTION REPORT
PLASTERING

Client : IGGL

Consultant : MECON LIMITED

Contractor :

Report No.

Date:

Location:

SAMPLE

Sr. No.	Description	Observation	Remarks
1	Cleaning of Area of Plastering		
2	Ratio of Cement Mortar		
3	Staging / Scaffolding		
4	Thickness of Plastering Plum & True Level		
5	Fixing of 24 SWG Chicken wire mesh		
6	Cement Sand & Water Proofing Compound		
7	Curing		

	CONTRACTOR	FOR IGGL/EIC
NAME:		
SIGN:		
DATE:		



IGGL

INSPECTION REPORT

WHITE WASHING , COLOUR WASHING, DISTEMPERING, PAINTING & POLISHING

CLIENT: IGGL

Consultant : MECON LIMITED

Contractor :

Report No.

Date:

Location:

Sr. No.	Description	Observation	Remarks
1	Area of White washing / Painting		
2	Material used		
3	Evenness of Surface		
4	1st Coat Completion		
5	2nd Coat Completion		
6	Cleaning of surface of doors, Windows / Floor etc.		

SAMPLE

	CONTRACTOR	FOR IGGL/EIC
NAME:		
SIGN:		
DATE:		

**PURCHASE ORDER NO:****CLIENT:****CONSULTANT:****CONTRACTOR:**[illegible]



NAME OF THE PROJECT:

PURCHASE ORDER NO:

CLIENT:

CONSULTANT:

CONTRACTOR:

[illegible]



IGGL
STEEL REGISTER / CONSUMPTION STATEMENT



NAME OF THE PROJECT:

PURCHASE ORDER NO:

CLIENT:

CONSULTANT:

CONTRACTOR:

DATE OF RECEIPT	SOURCE & INVOICE	QTY. RECEIVED									QTY. CONSUMED AS PER RA BILL NO. 1									REMARKS
		6 MM	8 MM	10 MM	12 MM	16 MM	20 MM	25 MM	32 MM		6 MM	8 MM	10 MM	12 MM	16 MM	20 MM	25 MM	32 MM		
* CARRIED FROWARD FROM																				
RA BILL NO.																				
TOTAL (MT)																				

BALANCE QTY. AS PER RA BILL NO.

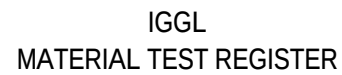
	6 MM	8 MM	10 MM	12 MM	16 MM	20 MM	25 MM	32 MM					
(MT)													

* Previous RA bills receipt and consumption to be recorded as carried forward



PROJECT:

[illegible]



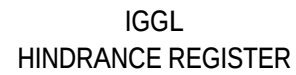
PURCHASE ORDER NO:

CLIENT:

CONSULTANT:

CONTRACTOR:

[illegible]



CLIENT:

CONTRACTOR:

[illegible]



PERIOD OF COMPLETION

[illegible]



IGGL
MEASUREMENT SHEET



NAME OF THE PROJECT:

PURCHASE ORDER NO:

CLIENT:

CONSULTANT:

CONTRACTOR:

NAME OF THE WORK_____

PO No

ITEM

REF.

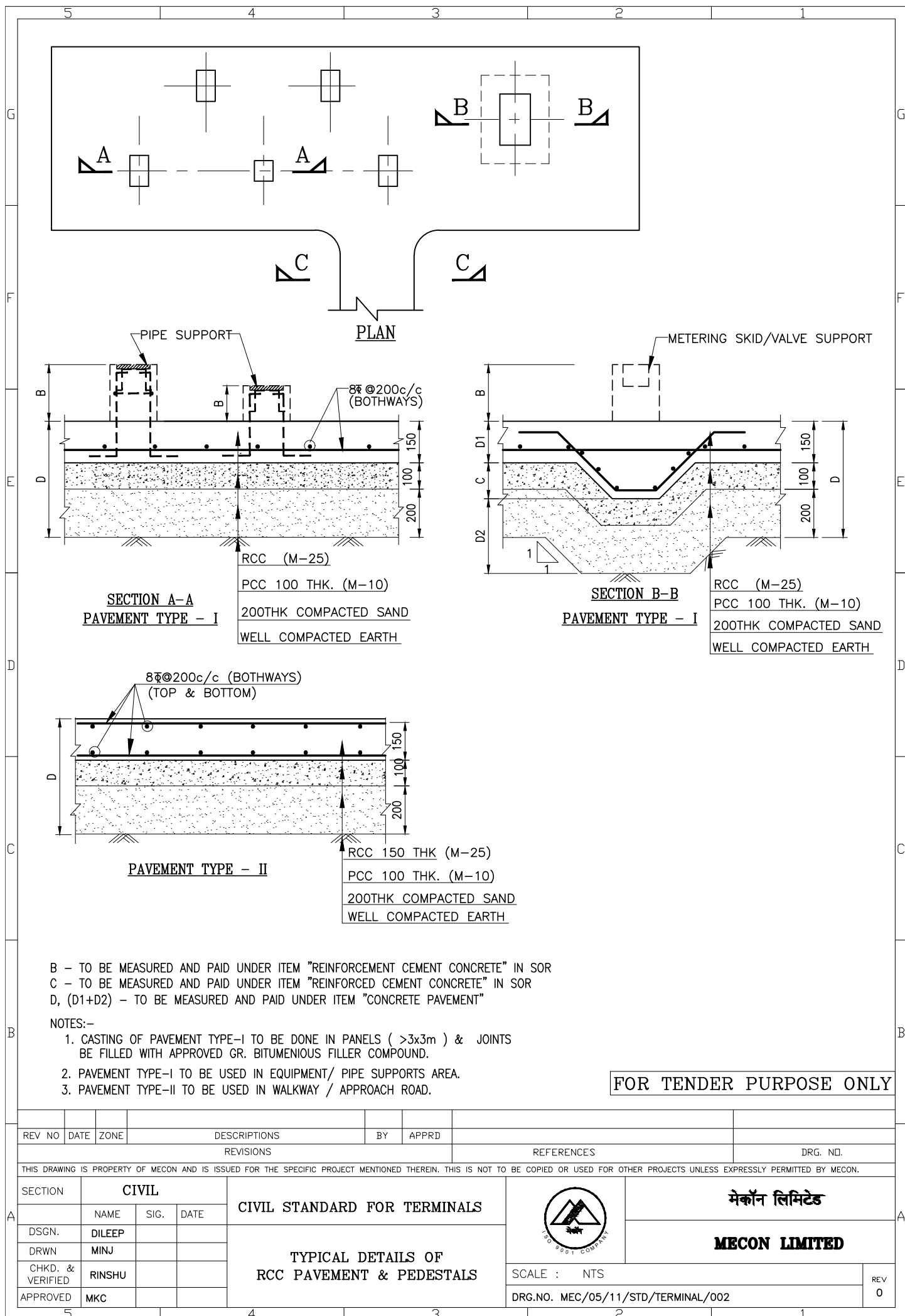
DATE

NAME OF PARTY_____

S.No.	Description of item	No.	Length	Breadth	Depth	Quantity	Total

CONTRACTOR

FOR Engineer-in-charge



SCOPE OF WORK (STRUCTURAL)

**TECHNICAL SPECIFICATION FOR FABRICATION,
ERECTION AND PAINTING OF STEEL STRUCTURES,
GATES AND MISCELLANEOUS WORK**

SPECIFICATION NO.: MEC/S/05/12/01 (Rev-0)

MECON Limited, Regd. Office: RANCHI	STRUCTURAL SECTION, NEW DELHI.	STANDARD SPECIFICATION	
FABRICATION, ERECTION AND PAINTING OF STEEL STRUCTURES	MEC/S/05/12/01 (Rev.-0)		Page 1 of 29

C O N T E N T S

1.	General	Page - 2
2.	Section – 1 Fabrication of steel structures	Page - 3
3.	Section – 2 Erection of steel structures	Page - 11
4.	Section - 3 Fabrication and erection of miscellaneous structures	Page - 16
5.	Section – 4 Painting of Steel Structures	Page - 19
6.	Section – 5 Special Conditions of Contract (Technical)	Page - 22

LIST OF ANNEXURES

Annexure - A Permissible Deviation in pitch and gauge of holes or bolts of normal accuracy

Annexure – B Tolerance of assembled components of steel structures

Annexure – C Tolerance in erected steel structures

Annexure – D Material of Construction

MECON Limited, Regd. Office: RANCHI	STRUCTURAL SECTION, NEW DELHI.	STANDARD SPECIFICATION	
FABRICATION, ERECTION AND PAINTING OF STEEL STRUCTURES	MEC/S/05/12/01 (Rev.-0)		Page 2 of 29

**TECHNICAL SPECIFICATION FOR FABRICATION, ERECTION AND PAINTING OF
STEEL STRUCTURES AND CHAIN LINK FENCING**

1.0 GENERAL

- 1.1 This specification shall apply to general steelwork, chain link fencing and gates in natural gas pipeline terminals. The structures shall include platforms, crossovers, ladders, staircases, chequered plate pipe supports, skid supports, canopies, sheds, stockades/trestles, monorail beam, MS Gate for Boundary wall, display sign Boards etc.

MECON Limited, Regd. Office: RANCHI	STRUCTURAL SECTION, NEW DELHI.	STANDARD SPECIFICATION	
FABRICATION, ERECTION AND PAINTING OF STEEL STRUCTURES	MEC/S/05/12/01 (Rev.-0)		Page 3 of 29

SECTION-1: FABRICATION OF STEEL STRUCTURES

2.0 SCOPE OF WORK

2.1 The scope of work under fabrication includes, but not limited to, the following:

- a) Preparation and supply of material indents, bolt lists, bought out items list, etc.
- b) Procurement and collection of all material from stockyards/stores, including loading, transportation, unloading and stacking and storing on skids or supports.
- c) Procurement and collection of all consumables like bolts, nuts, washers, electrodes, paints, shims, packs, etc., including allowance for spares and wastage.
- d) Preparation and submission of modification/rectification sketches, As-Built drawings, erection drawings, bill of materials, and shipping documents for approval of CLIENT.
- e) Cold straightening of section and plates, whenever they are bent and kinked.
- f) Fabrication of all steel structural components covered under tender drawings, design drawings and generally described under the scope of the project.
- g) Making arrangements for and conducting tests such as chemical analysis, physical and mechanical tests on raw materials where specified/as directed by CLIENT.
- h) Control Assembly of steel structural components at shop, wherever required.
- i) Preparation of steel structural surfaces for painting as provided in the specifications/drawings.
- j) Application for one primer coat of painting at shop, as specified in the design drawing/specifications.
- k) Loading, transportation from fabrication workshop to site of erection and unloading of all steel structural components/units/assemblies.
- l) Preparation of 'As-built' drawings.

MECON Limited, Regd. Office: RANCHI	STRUCTURAL SECTION, NEW DELHI.	STANDARD SPECIFICATION	
FABRICATION, ERECTION AND PAINTING OF STEEL STRUCTURES	MEC/S/05/12/01 (Rev.-0)		Page 4 of 29

3.0 MATERIALS

3.1 Structural Steel

3.1.1 Structural steel and other related materials for construction shall conform to Annexure-D.

3.1.2.

3.1.2 Due to non-availability of specified materials, suitable substitutions may be provided with the consent of CLIENT. Such substitution shall be incorporated in the "As-built" drawings.

3.1.3 All the items are to be cut as per requirements of the drawing. If joints are to be provided in any item in order to meet requirements of size and shape, cutting plan showing locations of joints shall be prepared for consideration of purchaser. Joints provided shall be incorporated in "As-built" drawings.

3.1.4 Rolling and cutting tolerances shall be as per IS:1852-2017.

3.1.5 Only tested materials shall be used unless use of untested materials for certain secondary structural members is permitted by CLIENT. If test certificate for the material is not available from the main producer, the following tests shall be carried out at the discretion of CLIENT:

- a) Chemical Composition
- b) Mechanical Properties
- c) Weldability test

3.2 Bolts and Nuts

3.2.1 Black hexagonal bolts, nuts and lock nuts shall conform to IS:1363-2002.

3.3 Electrodes

3.3.1 Electrodes shall conform to IS:814-2019.

4.0 STORING OF MATERIALS

4.1 Materials shall be stored and stacked properly ensuring that place is properly drained and is free from dirt. It shall be ensured that no damage is caused due to improper stacking.

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5.0 MATERIAL PREPARATION

- 5.1 Cut edges shall be finished smooth by grinding or machining wherever necessary. Sufficient allowance (3mm to 5mm) should be kept in the items incase machining is necessary.
- 5.2 Cutting may be effected by gas cutting, shearing, cropping or sawing.
- 5.3 Straightening and bending shall be done in cold condition as far as practicable.
- 5.4 If required, straightening and bending may be done by application of heat between 900°C and 1100°C. Cooling down of the heated item shall be done slowly.

6.0 DRILLING AND PUNCHING OF HOLES

- 6.1 Drilling and punching of holes for bolts shall be in accordance with IS:800-2007, unless otherwise specified by CLIENT.
- 6.2 Drifting of holes for bolts during assembly shall not cause enlargement of holes beyond permissible limit or damage the metal.
- 6.3 Holes for bolted connection should match well to permit easy entry of bolts. Gross mismatch of holes shall be avoided.
- 6.4 Permissible deviation in holes for mild steel bolts of normal accuracy and high strength bolts are given in the Annexure-A.

7.0 ASSEMBLY FOR FABRICATION

- 7.1 Fabrication of all structural steelwork shall be in accordance with IS:800-2007 and in conformity with various clauses of this Specification, unless otherwise specified in the drawings.
- 7.2 Fabrication of structures shall preferably be taken up as per the sequence of erection.
- 7.3 All erection units shall bear reference drawing no. at a prominent location on the structures for easy identification at site.
- 7.4 Fabricated structures shall conform to tolerance as specified in this Specification and in IS:7215-2016. In case of contradiction, tolerance specified in this Specification shall prevail.

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- 7.5 All the components of structures shall be free from twist, bend, damage, etc.
- 7.6 Splice joints shall generally be of full strength butt weld and wherever possible, shall be located at zones of minimum or substantially lesser stress.
- 7.7 Splice joints of flange and web should preferably be staggered.
- 7.8 Where necessary, washers shall be tapered or otherwise suitably shaped to give the heads of nuts and bolts satisfactory bearing.
- 7.9 The threaded portion of each bolt shall project through the nut at least by one thread.
- 7.10 Tolerance of assembled components of structures are given in Annexure-B.
- 7.11 Permissible deviations from designed (true) geometrical form of the despatch elements shall be in accordance with IS:7215-2016.
- 8.0 **WELDING**
- 8.1 The Contractor shall work out welding procedure for CLIENT's approval, considering the following factors:
- i) Specification and thickness of steel.
 - ii) Specification of electrode or/and base wire.
 - iii) Welding process (manual arc welding, submerged arc welding).
 - iv) Type of structures to be welded (thickness of components meeting at a joint).
 - v) Sequence of welding.
 - vi) Weather condition.
 - vii) Inspection procedure to be followed
 - viii) Design requirements of the joints.
- 8.2 All metal arc welding shall be carried out as per IS:9595-1996.
- 8.3 Electrode shall conform to Clause no. 3.3 of this Specification.
- 8.4 Electrodes shall be stored in a dry place. Electrodes whose coatings are damaged due to absorption of moisture or due any other reason shall not be used.
- 8.5 Recommendations of electrode manufacturer are to be strictly followed.

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- 8.6 Welding surface shall be smooth, uniform, free from fins, tears notches or any other defect which may adversely affect welding.
- 8.7 For multi-run weld deposit, the next run should be done only after thorough removal of slag and proper cleaning of surface.
- 8.8 Fillet weld shall have the correct profile with smooth transition into parent metal. Dressing of welds, if specified, shall be done by such method which does not cause grooving and other surface defects on the weld or on the parent metal.
- 8.9 Fillet welds shall not be stopped at corners but shall be returned round them.
- 8.10 Welding shall not be done under such weather conditions which might adversely affect the efficiency of the welding.
- 8.11 Ends of structural members and portions of gussets receiving welding at site shall be left unpainted.
- 8.12 Permissible deviation in assembly of weld joints shall be in accordance with Annexure-C.
- 9.0 INSPECTION & TESTING**
- 9.1 CLIENT/Inspector shall have free access at all times to those parts of Contractor's or his Sub-contractor's works which are concerned with the fabrication of steel works and shall be afforded all reasonable facilities at all stages of preparation, fabrication and trial assemblies for satisfying himself that the fabrication is being undertaken in accordance with the provisions of relevant specification.
- 9.2 All gauges and templates, tools, apparatus, labour and assistance for checking shall be supplied by the contractor free of charge. CLIENT/Inspector may, at his discretion, check the test results obtained at the Contractor's works, by independent test at the Government Test House or elsewhere, and should the material so tested be found to be unsatisfactory, the cost of such test shall be borne by the Contractor.
- 9.3 Contractor shall make all necessary arrangements for stage inspection by CLIENT/Inspector during the fabrication at shop and incorporate all on-the-spot instructions/ changes conveyed in writing to the Contractor.
- 9.4 Material improperly detailed or wrongly fabricated shall be reported to CLIENT/Inspector and shall be made good as directed. Minor misfits which can be remedied by moderate use of drift pins, and moderate amount of reaming and slight chipping may be corrected in that manner, if

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in the opinion CLIENT/Inspector, the strength or appearance of the structure will not be adversely affected. In the event CLIENT/Inspector directs otherwise, the items will be rejected and a completely new piece shall be fabricated. The cost of correcting errors shall be to the account of the Contractor.

9.5

- i) CLIENT/Inspector shall have the power:
 - a) To certify, before any structure is submitted for inspection, that the same is not in accordance with the contract, owing to the adoption of any unsatisfactory method of fabrication.
 - b) To reject any structure as not being in accordance with Specification and drawings.
 - c) To insist that no structure or parts of the structure once rejected is resubmitted for inspection/test, except in cases where CLIENT/ Inspector considers the defects as rectifiable.
- ii) If, on rejection of structure by CLIENT/Inspector, the Contractor fails to make satisfactory progress within the stipulated period, CLIENT/Inspector shall be at liberty to cancel the contract and fabricate or authorize the fabrication of the structures at any other place he chooses, at the risk and cost of the Contractor, without prejudice to any action being taken in addition to terms of General Conditions of Contract.
- iii) CLIENT/Inspector's decision regarding rejection shall be final and binding on the Contractor.
- iv) The Specifications prescribe various tests at specified intervals for ascertaining the quality of the work done. If the tests prove unsatisfactory, CLIENT/Inspector shall have liberty to order the Contractor to re-do the work, done in that period and/or to order such alterations and strengthening that may be necessary at the cost of the Contractor and the contractor shall be bound to carryout such orders failing which the rectification/redoing will be done by CLIENT through other agencies and the cost recovered from the Contractor.
- v) Notwithstanding any inspection at the workshop, CLIENT/Inspector shall have the liberty to reject, without being liable for compensation any fabricated members or materials brought to site that do not conform to specifications/drawings.
- vi) All rejected materials shall be removed from the site of fabrication by the Contractor at his own cost and within the time stipulated by CLIENT/Inspector.

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10.0 CONTROL IN WELDING

10.1 The extent of quality control in respect of welds for structural elements shall be as follows and shall be conducted by the contractor at his own cost:

- a) Visual Examination - All welds shall be 100% visually inspected to check the following:
 - i) Presence of undercuts
 - ii) Visually identifiable surface cracks in both welds and base metals
 - iii) Unfilled craters
 - iv) Improper weld profile and size
 - v) Excessive reinforcement in weld
 - vi) Surface porosity

Before inspection, the surface of weld metal shall be cleaned of all slag, spatter matter, scales etc. by using wire brush or chisel.

- b) Dye Penetration Test (DPT) - This shall be carried out for all important fillet welds and groove welds to check the following :
 - i) Surface cracks
 - ii) Surface porosity

Dye Penetration Test shall be carried out in accordance with American National Standard ASTM E165.

11.0 ACCEPTABLE LIMITS OF DEFECTS IN WELD

11.1 The limits of acceptability of defects detected during visual inspection and Dye Penetration Test shall be in accordance with clause 8.15.1 American National Standard ANSI/AWS D1.1-96.

12.0 RECTIFICATION OF DEFECTS IN WELDS

12.1 In case of detection of defects in welds , the rectification of the same shall be done as follows :

- i) All craters in the weld and breaks in the weld run shall be thoroughly filled with weld.

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- ii) Undercuts, beyond acceptable limits, shall be repaired with dressing so as to provide smooth transition of weld to parent metal.
- iii) Welds with cracks and also welds with incomplete penetration, porosity, slag inclusion etc. exceeding permissible limits shall be rectified by removing the length of weld at the location of such defects plus 10 mm from both ends of defective weld, and shall be re-welded. Defective weld shall be removed by chipping hammer, gouging torch or grinding wheel. Care shall be taken not to damage the adjacent material.

13.0 DESPATCH INSTRUCTIONS

Each despatchable structure shall bear mark no. along with reference drawing number at two prominent locations.

- 13.1 "As-built" drawings shall be prepared after fabrication is completed to indicate additions/alterations made during the process of fabrication. (Refer clause 3.1.2 & 3.1.3.)
- 13.2 Center lines of column flanges and both sides of web shall be punched, preferably at top and bottom to facilitate alignment after erection.

14.0 COMPLETION DOCUMENTS

- 14.1 On completion of work, the Contractor shall submit to CLIENT the following documents:
 - a) The technical documents according to which the work was carried out.
 - b) Copies of the "As built" drawings showing thereon all additions and alterations made during fabrication.
 - c) Manufacturer's test certificates
 - d) Certificates/documents on control checking
 - e) Test of welds
- 14.2 Inspection Certificates shall be issued to the contractor for the structures found acceptable in all respects by CLIENT/Inspector.

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SECTION-2: ERECTION OF STEEL STRUCTURES

15.0 SCOPE OF WORK

In addition to provision of erection and transport equipment, the scope of work includes supply of tools and tackles, consumables, materials, labour and supervision and shall cover the following:

- a) Storing and stacking of all fabricated structural components/units/ assemblies at site storage yards till the time of erection.
- b) Transportation of structures from storage yard to site of erection, including multiple handling, if required.
- c) All minor rectification/modifications such as:
 - i) Removal of bends, kinks, twists etc. for parts damaged during transportation and handling.
 - ii) Reaming of holes which do not register or which are damaged, for use of next higher size bolt.
 - iii) Plug welding and re-drilling of holes which do not register and which cannot be reamed for use of next higher size bolt.
 - iv) Drilling of holes which are either not drilled at all or are drilled in incorrect position during fabrication.
- d) Fabrication of minor missing items as directed by CLIENT.
- e) Verification of the position of embedded anchor bolts and inserts w.r.t. line find levels, installed by others based on Geodetic Scheme/Bench mark/ Reference co -ordinates taken by the Contractor.
- f) Rectifying at site damaged portions of shop primer by cleaning and application touch-up paint.
- g) Erection of structures including making connections by bolts/welding as per drawing.
- h) Alignment of all structures true to line, level plumb and dimensions within specified limits of tolerance.

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- i) Application at site after erection, required number of coats of primer and finishing paint as per specification and drawing.
- j) Rectification of structures as per instructions of the Engineer-Incharge.

16.0 STORING AND HANDLING

- 16.1 Storage of structures shall be preferably be done in such a manner that erection sequence is not affected.
- 16.2 While storing, care shall be taken so that structures do not come in direct contact with the earth surface and accumulated water.
- 16.3 Stacking of the structures shall be done in such a way that, erection marks are visible easily and handling does not become difficult. Wherever required, wooden sleepers/grillage may be used.
- 16.4 Handling and storage of materials shall be as per IS:7969-2017, to ensure safety.

17.0 ERECTION

17.1 General

- 17.1.1 Erection shall be carried out in accordance with IS:800-2007 and other relevant standards referred to therein.
- 17.1.2 For safe and accurate erection of structural steelwork, staging, temporary support, false work, etc. shall be erected as required.
- 17.1.3 The fabricated materials received at erection site shall be verified with respect of marking on the key plan/marketing plan or shipping list.
- 17.1.4 Any material found damaged or defective shall be stacked separately and the damaged or defective portions shall be painted in distinct colour for identification and the same shall be brought to the notice of CLIENT.

17.2 Erection Drawings

- 17.2.1 The approved erection drawings and any approved arrangement drg, specification or instruction accompanying them shall be followed in erecting structures.

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17.3 Erection of Structures

17.3.1 Erection work shall be taken up after receipt of clearance from CLIENT.

17.3.2 For safety requirements during erection, provisions in IS:7205-2016, IS:7969-2017 and other relevant Indian standards shall be followed.

17.3.3 Erection shall be carried out with the help of maximum mechanization possible.

17.3.4 Prior to commencement of erection, all the erection equipment, tools, tackles, ropes, etc. shall be tested for their load carrying capacity. Such tests may be repeated at intermediate stages also if considered necessary and frequent visual inspection shall be done of all vulnerable areas and components to detect damages or distress in the erection equipment, if any.

17.3.5 Following shall be taken care of during erection, whenever necessary:

17.3.5.1 Erected members shall be held securely in place by bolts to take care of dead load, wind load and erection load.

17.3.5.2 All connections shall achieve free expansion and contraction of structures wherever provided.

17.3.5.3 No final bolting or welding of joints shall be done until the structure has been properly aligned.

17.3.5.4 Instrumental checking of correctness of initial setting out of structures and adjustment of alignment shall be carried out in sequence and at different stages as required. The final levelling and alignment shall be carried out immediately after completion of each section.

17.3.5.3 The Contractor shall design, manufacture, erect and provide falsework, staging temporary support etc. required for safe and accurate erection of structural steelwork and shall be fully responsible for the adequacy of the same.

17.3.5.4 The Contractor shall also provide facilities such as adequate temporary access ladders, gangways, tools & tackles, instruments, etc. to CLIENT/Inspector for his inspection at any stage during erection.

17.4 Field Connections

17.4.1 Assembly by permanent bolts.

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- 17.4.1.1 The numbers of washers on permanent bolts shall not be more than two (and not less than one) for the nuts and one for the bolt head.
- 17.4.1.2 Wooden rams or mallet shall be used in forcing members into position in order to protect the metal from injury or shock.
- 17.4.1.3 Where bolting is specified on the drawing, the bolts shall be tightened to the maximum limit. The threaded portion of the each bolt shall be project through the nut by at least one thread. Tapered washers shall be provided for all heads and nuts to achieve uniform bearing on sloping surface.
- 17.4.1.4 To prevent loosening of nuts, spring washers or lock nuts shall be provided as specified in the design/shop drawings.
- 17.4.1.5 All machine-fitted bolts shall be perfectly tight and the ends shall be checked to prevent nuts from becoming loose. No unfilled holes shall be left in any part of the structures.
- 17.4.2 Assembly by welding.
- 17.4.2.1 All field assembly by welding shall be executed in accordance with the requirements for shop fabrication. Where the steel has been delivered painted, the paint shall be removed before field welding for a distance of at least 50mm on either side of the joints to be welded.
- 17.4.2.2 All other requirements in welding shall be in accordance with clauses specified under Section-1 of this Specification
- 18.0 ACCEPTANCE STANDARD OF WELDING
- 18.1 Acceptance standard of welding shall be as specified in Section-1 of this Specification.
- 19.0 BEDDING AND GROUTING
- 19.1 Base plates shall be set to elevations shown on the drawings, supported aligned and levelled using steel wedges and shims or by other approved methods. Plates shall be levelled properly, positioned and the anchor bolts tightened.
- 20.0 PAINTING AFTER ERECTION
- 20.1 The painting shall be as per painting specification (Section-4) of this Specification) and instruction given on drawings.

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20.2 Site painting shall not be done in frosty or foggy weather or when humidity is such as to cause condensation on the surface to be painted.

21.0 ERECTION TOLERANCE

Maximum permissible tolerance in erected steel structures shall be as given in Annexure-C.

22.0 ACCEPTANCE OF WORK

22.1 Acceptance of erected steel structures shall be either after completion of erection of all the structures or in blocks.

22.2 Preliminary Acceptance will be done in the following cases:

- i) Any steelwork or part thereof embedded in concrete.
- ii) Steel structures which are to be covered in the process of carrying out further work.

23.0 DOCUMENTATION

23.1 The following documents shall be prepared at the time of acceptance of erected structures:

- i) Documents showing actual deviations made during execution of erection work and approval of competent authority.
- ii) Documents showing acceptance of embedded structures.
- iii) Certificate/documents on control checking and test of materials (if any) and weld.
- iv) Data and result of geodetic measurements obtained while checking the erection of the structures.

23.2 Copies of "As-Built" drawing showing thereon all additions and alternations which took place between approval of drawing and erection of structures.

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SECTION-3: FABRICATION AND ERECTION OF MISCELLANEOUS STRUCTURES

- 24.0 **SIDE & ROOF CLADDING WITH ZINCALUME HIGH TENSILE SHEETS.**
The scope of work shall cover:
- a. Procurement and supply sheets of all sizes, flashing and fittings like corner pieces, apron pieces, ridges, cutting and bending of sheets, wherever required, drilling of holes all as per Specification and Drawings.
 - b. Procurement and supply of all fixtures and accessories such as self drilling, self tapping fasteners (galvanised with EPDM seals), washers, sealants, neoprene fillers etc.
 - c. Loading, transportation, unloading and delivery of sheeting with material from place of procurement to erection site.
 - d. Provision of all tools and tackles, equipment, labour supervision and services required for the satisfactory completion of the work specified herein and on the drawings.
 - e. Erection in position of sheets at all locations; all work as per specification and drawings.
- 24.1 **Fixing of sheets**
- 24.1.1 All fixing of the roof and side sheeting to purlins shall be by means of self drilling, self tapping screws.
- 24.1.2 Self Tapping screws shall be provided at all crest/valley at purlin locations for roof sheeting and at all valleys of the corrugations for side sheets.
- 24.1.3 All sheets shall be stitched together by self drilling/self tapping screws at spacing not more than 500mm.
- 24.2 **Holing**
- All holes for sheeting and accessories to be drilled. Punching of holes will not be permissible under any circumstances.
- 24.3 **Laps**
- 24.3.1 All roofing shall be provided with two corrugations side lap and 200mm end lap.

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24.3.2 All side/gable end sheets shall be provided with single corrugation side lap and 100mm end lap.

24.3.3 Overhang of sheets on the roof and side cladding shall not exceed 300mm.

24.4 Erection

Erection is to be carried out with the lay of the side laps such that under the prevailing wind, rain is not driven into the lap. The sheets shall be laid so that side lap in any two consecutive rows is staggered.

25.0 CHAIN LINK FENCING

The scope of work shall cover:

- a) Procurement and supply mesh, line wire, stretcher bar, barbed wire (if shown in the drawings) and other accessories for chain link fencing and gate all as per specifications and drawings.
- b) Loading, transportation, unloading and delivery of material for fencing and gate from place of procurement to erection site.
- c) Provision of all tools, tackles, equipment, labor, supervision and services required for the satisfactory completion of the work specified herein and on the drawings.
- d) Erection in position of the fencing and gate at all locations, all work as per specification and drawings.

25.1 Erection

25.1.1 The height of barbed wire shall be as per drawing to top of vertical post. Where barbed wire is to be provided, the height shall be an extra 500mm to the top line of barbed wire attached to the cranked top.

25.1.2 Straining posts shall be provided at all ends and corners of fences, at changes in direction or acute variations in levels and as per drawings. Intermediate posts shall be spaced at regular intervals not exceeding 1.5m.

25.1.3 Struts shall be fitted to all straining posts behind the chain link fabric in the direction of the fence.

25.1.4 There shall be four evenly spaced rows of line wire. The top wire shall be doubled, making five line wires in all. The bottom wire shall be close to the ground. Each line wire shall be strained

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lightly by means of eyebolt strainer at each straining point. The eyebolt strainer shall consist of bolt with welded eye. The bolt shall be sufficiently threaded and fitted with a nut and washer. Each line wire shall be secured to each of the intermediate posts by a wire stirrup passing through holes in the posts and secured to the line wire by three complete turns on each side of the post. Two-way eyebolt strainers shall have suitable ring nuts fitted after wires have been strained on one side.

- 25.1.5 The mesh shall be strained between each pair of straining posts and shall be secured to each straining post by means of a stretcher bar. One of the top line wires shall be threaded through the appropriate adjacent rows of mesh, care being taken that no meshes in the rows are by-passed by the line wire except where deviation is necessary at the straining posts. The second top line wire shall be strained in front of the fencing. The mesh shall be attached to top and bottom line wires by wire ties spaced 150mm apart and to other line wires by wire ties spaced 450mm apart. Bottom row of the mesh shall be threaded to the foundation concrete using staples spaced 500mm apart and set in concrete to a depth of 150mm. The top of concrete shall be 50mm above G.L. and 50mm below the fencing.
- 25.1.6 Four lines of barbed wire shall be provided where specified in the drawing. The wire shall be attached by eyebolts to the cranked tops of the straining posts. On all the intermediate posts, they shall be secured to cranked tops with stirrup wires. The barbed wire shall be fitted with one dropper at the center of each bay and secured to the wires to prevent them from bunching together.
- 25.2 Chain link fencing Gate
- 25.2.1 A gate of suitable width shall be provided in the direction of the chain link fabric. The mesh and barbed wire used for the fabrication of gate shall be identical in all respects to that of chain link fencing. The gate may be single leaf or double leaf depending on the width of the gate.
- 25.2.2 The gate frame shall be an angle frame with stiffeners at mid-height and mid-width. The mesh shall be welded to the gate frame/stiffeners.
- 25.2.3 Each leaf of the gate shall be supported on a pivot in the foundation for the straining post and shall be laterally held at two points, one near the top of the straining post and second near the middle of the straining post. The free end of each leaf shall be provided with a tower bolt at the base of the frame. An aldrop shall be provided at the mid-height of the frame.

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SECTION-4: PAINTING OF STEEL STRUCTURES

26.0 SURFACE PREPARATION FOR PAINTING

26.1 General

The steel surface which is to be prepared shall be cleaned of dirt and grease and the heavier layers of rust shall be removed by grinding prior to actual surface preparation to a specified grade.

Surface preparation to be followed prior to painting shall be based on the requirement of a particular painting system as per Clause 28.0.

26.2 Mechanical Cleaning

Manual/ power tool cleaning shall be done as per grade St-2 or St-3, of Swedish Standard Institution SIS 055900.

- i) Grade St-2: Thorough scraping and wire- brushing, machine brushing, grinding etc. This grade of preparation shall remove loose mill scale, rust and foreign matter. Finally the surface is to be cleaned with a vacuum cleaner or with clean compressed air or with clean brush. After preparation, the surface should have a faint metallic sheen. The appearance shall correspond to the prints designated St-2.
- ii) Grade St-3: very thorough scraping and wire brushing, machine brushing, grinding etc. The surface preparation is same as for grade St-2 but to be done much more thoroughly. After preparing the surface, it should have a pronounced metallic sheen and correspond to the prints designated St-3.

26.3 If no grade of surface preparation is specified, Grade St-2 shall be followed.

27.0 PAINTS AND PAINTING

27.1 For use of specific painting system as mentioned in the Specification, the paint manufacturer's specification shall prevail.

27.2 General compatibility between primer and finishing paints shall be established through the paint manufacturer supplying the paints.

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- 27.3 Before buying the paint in bulk, it is recommended to obtain sample of paint and establish "Control Area of Painting". On control area surface preparation and painting shall be carried out in the presence of manufacturer of paint.
- 27.4 In order to ensure that the supplied paint meets the stipulation in design drawing/specification, if required, samples of paint shall be tested in laboratories to establish quality of paint with respect to viscosity, adhesion/bond of paint in steel surfaces, adhesion/simulated salt spray test, chemical analysis (percentage of solids by weight), normal wear resistance as encountered during handling & erection, resistance against exposure to acid fumes, etc.
- 27.5 Whole quantity of paint for a particular system of paint shall be obtained from the same manufacturer.
- 27.6 Thinners, wherever used, shall be as per recommendation of the paint manufacturer.
- 27.7 Areas which become inaccessible after assembly of structures shall be painted before assembly, after cleaning the surfaces as specified.
- 27.8 Wherever shop primer painting is scratched, abraded or damaged, the surfaces shall be thoroughly cleaned using emery paper and power driven wire brush wherever warranted, and touched up with corresponding primer. Touching up paint shall be matched and blended to eliminate conspicuous marks.
- 27.9 If more than 50% of the painted surface of an item requires repair, the entire item shall be mechanically cleaned and new primer coats shall be applied followed by finishing coats as per painting specification.
- All field-welded areas on shop painted item shall be mechanically cleaned (including the weld area proper, adjacent areas contaminated by weld spatter or fumes and areas where existing primer. intermediate / finishing paint is burnt). Subsequently, new primer and finishing coats of paint shall be applied as per painting specification.
- 27.10 Application of paint shall be by spraying or brushing as per IS:487-1997 and in uniform layers of 50% overlapping strokes. Painting shall not be done when the temperature is less than 5°C or relative humidity more than 85%, unless manufacturer's recommendations permit. Also painting shall not be done in frosty or foggy weather. During application, paint agitation must be provided wherever such agitation is recommended by the manufacturer.
- 27.11 Paint shall be applied at manufacturer's recommended rates. The number of coats shall be such that the minimum dry film thickness (DFT) specified is achieved. The dry film thickness

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of painted surfaces shall be checked with elcometer or measuring gauges to ensure application of specified DFT.

- 27.12 All structures shall receive appropriate number of primer and finishing coats in order to achieve overall DFT as per design drawings/specifications. First coat of primer paint shall be applied not later than 2-3 hours after preparation of surface, unless specified otherwise.
- 27.13 The finishing paint as specified shall be of approved colour and quality. The under coat shall have different tint to distinguish the same from the finishing coat.
- 27.14 Edges, corners, crevices, depressions, joints and welds shall receive special attention to ensure that they receive painting coats of the required thickness.
- 27.15 Parts of surfaces embedded in concrete shall be thoroughly cleaned of grease, rust, mill scale etc. and shall be given a protective coat of Portland cement slurry immediately after fabrication. No paint shall be applied on this part.
- 27.16 Zinc-rich primer paints, which have been exposed several months before finishing coat is applied, shall be washed down thoroughly to remove soluble zinc salt deposits. In similar circumstances, the surfaces of paint based on epoxy resin should be abraded or lightly blast cleaned to ensure adhesion of next coat.
- 27.17 Surfaces which cannot be painted but require protection shall be given a coat of rust inhibitive grease according to IS:958-2000 or equivalent international standard.

28.0 PAINTING SYSTEM

The recommended painting system for general service requirement of steel structures covering surface preparation, application of primer coats, intermediate coats and final coats to develop the required minimum dry film thickness on steel surface is indicated as below

- Surface preparation: St 3 according to Swedish Standard SIS055900.
- Primer paint: Two coats of epoxy based red oxide or zinc phosphate (DFT 40μ/coat)
- Intermediate paint: One coat of epoxy based MIO (DFT 75μ)
- Finishing paint: Two coats of epoxy amine/polyamide cured finish (DFT 40μ/coat)

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SECTION 5 - SPECIAL CONDITION OF CONTRACT (TECHNICAL)

29.00 Quotation

29.01 The tenderer should ascertain himself, by a visit to the site if necessary, the actual site conditions, local factors, etc. The Contractor shall bear full responsibility for deductions and conclusions as to the nature and conditions under which the work is to be executed, including effect of climate, rainfall, etc. Failure to do so will not absolve the Contractor of his responsibilities about the proper execution of the job. No claims for extra payments due to any special site conditions and ignorance of site conditions will be considered after the acceptance of his tender.

29.02 The Contractor shall indicate his price as per Schedule of Quantities given in tender

29.03 The enclosed tender drawings are deemed to be sufficient for the tenderer to assess the nature and quantity of work involved and to quote his prices for the above job. No payment on account of deviations from the tender drawings will be admissible.

29.04 The cost & weight of MS bolts (permanent and erection), washers, electrodes, putty, all types of fasteners, gases, cost of straightening the raw materials (hot bending not permitted), cutting of flats from plates and providing splices, paints, tools, plants, etc., as required for the work shall be deemed to be included in the quoted price.

29.05 All handling and transport charges of raw materials and fabricated structures, including double handling if required, for completion of the work in accordance with time schedule are deemed to be included in the quoted price.

30.0 MEASUREMENTS

30.1 Structural Steel

Structural steelwork will be measured by the metric tonne and as per IS:1200(Part-8)-2017 and IS:1200(Part-9)-2017 subject to provisions outlined below:

- a) The calculation of quantities shall be based on unit weights for structural sections as given in IS Handbooks. In the case of mild steel plates, the calculated weights shall be based on 78.5 kg/m²/centimeter thick plate. The payments will be made on the basis of weights of members as per drawings. However, any changes on the above weights during fabrication erection, payment shall be based on sketches approved by CLIENT.

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- b) In the event the IS does not specify any mode of measurement for a particular item of work, the same shall be measured as per any other relevant international standard or as directed by CLIENT.
- c) The weight of all plates and sections shall be calculated from the approved drawing using the minimum overall square or rectangular dimensions and theoretical weight, no deduction being made for skew cuts, holes etc. In the case of plates, other than gussets, the actual dimensions shown on approved drawings will apply unless approved otherwise by the purchaser based on cutting diagram of mother plates.
- d) The weight of all welding runs, bolt, stanchion base packing, cuttings to waste and rolling margins, and coatings of paint, will be excluded from the measured weight and shall be deemed to have been allowed for in the rates for structural steelworks quoted by the Contractor.
- e) Temporary works and all other materials not included in the permanent works shall be excluded from any measurement for payment.
- f) Chain link fencing including angle iron post shall be measured in running meter basis, as specified and shown on the drawings.

30.2 Sheets

- 30.2.1 Sheets for roofing and side cladding shall be measured by lump sum or the square meter of net laid area, as specified and shown on the drawings or scope of work.
- 30.2.2 No allowance shall be made for wastage, cutouts, overlaps, etc., in the measurement.
- 30.2.3 The unit rate shall include all fasteners, flashing and fitting such as ridges corners, aprons and other accessories.
- 30.2.4 No deduction will be made for openings for area less than a single sheet. Also no extra payment will be made for making openings.

31.0 ACCEPTANCE OF WORKS

- 31.1 After completing the erection of a unit or portion thereof, the Contractor shall give a notice in writing stating that the job is complete in all respects and ready for preliminary acceptance. The job shall be jointly inspected visually by representatives of Contractor and

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CLIENT. All observed defects and omissions as per drawing and specification shall be noted down.

- 31.2 The Contractor shall make good all these defects, deficiencies and omissions and shall inform in advance CLIENT/Inspector for inspection. The Engineer-Incharge shall satisfy himself that all the defects, deficiencies and omissions noted down during preliminary acceptance have been rectified.

LIST OF APPROVED MAKES FOR STRUCTURAL WORKS

Sl. No.	Items	Makes / Brands / Manufacturers
1	Structural Steel	SAIL / RINL / TATA / ESSAR / JSPL / JSW
2	Structural Steel Tubes/Hollow Section	TATA / JINDAL / SURYA / SWASTIK / APOLLO
3	Sheeting	Tata Blue Scope, JSW Steel Ltd., Interarch, Lloyd Insulation, Multicolor
4	Electrodes	ESAB, Advani, D&H India, Ador, Maruti MW Wiretec
5	Paint	Akzo-Nobel, Asian Paint, Kansai Nerolac Paints, Berger Paints

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Annexure-A

Permissible deviations in pitch and gauge of holes for bolts of normal accuracy

Sl. No.	Description	Hole Diameter (mm.)	Permissible deviations in spacing (mm.)	Permissible deviations in each group of holes	
				Carbon steel	Low alloy steel
a.	Deviation in hole diameter.	Upto 17	+1.0	No limits	
		Above 17	+1.5		
b.	Ovality (Difference between the biggest and the smallest diameters).	Upto 17	+1.0	No limits	
		Above 17	+1.5		
c.	Curves exceeding 1mm. and cracks on the hole edges.	-	-	Not permissible	
d.	Non-coincidence of holes in separate details of the assembled unit:				
	Upto 1mm.	-	-	Upto 50%	Upto 50%
	Above 1mm. upto 1.5mm.	-	-	Upto 10%	Upto 10%
e.	Slope of axis.	-	Upto 30% the thickness of unit.	No limits	No limits

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Annexure-B

Tolerance of Assembled Components of Structures

Sl. No.	Description of components in structures	Deviation ($\pm$) mm. for elements of structures						
		Upto 1m.	1m. to 5m.	5m. to 10m.	10m. to 15m.	15m. to 20m.	20m. to 25m.	Over 25m.
1.								
i.	Deviations from the dimensions assembled. Length and width of the details cut:							
a.	Manual gas cutting as per marking	3.0	3.5	4.0	4.5	5.0	-	-
b.	With shears or with saw as per marking.	2.0	2.5	3.0	3.5	4.0	-	-
c.	With shears or with a saw with a stop.	1.5	2.0	2.5	3.0	3.5	-	-
d.	Machine gas cutting.	2.0	2.5	3.0	3.5	4.0	-	-
ii.	Length and width of planed processed onedge planing machine.	1.0	1.5	2.0	2.5	3.0	-	-
2.								
i.	Distance between centers of the end holes:							
a.	Drilled according to marking.	2.0	2.5	3.0	3.5	4.0	-	-
b.	Drilled according to a gauge with bushing.	1.0	1.5	2.0	2.5	3.0	-	-
ii.	Distance between centers of adjacent holes:							
a.	Drilled according to marking or a gauge..	1.5	-	-	-	-	-	-
b.	Drilled according to a gauge with bushing.	0.5	-	-	-	-	-	-

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Annexure-C

Tolerances in Erected Steel Structures

Sl. No.	Description	Tolerance
1.	Deviation of structure at foundation top level w.r.t. true axis	
a.	in longitudinal direction.	$\pm 5\text{mm.}$
b.	In lateral direction.	$\pm 5\text{mm.}$
2.	Deviation in the level of bearing surface of structures at foundation top w.r.t. true level.	$\pm 5\text{mm.}$
3.	Out of plumb of structure from true vertical axis and measured from structure top.	$\pm \frac{H}{1000}$ or $\pm 25\text{mm.}$ Whichever is less.

Note: 'H' above is the structure height in mm.

Notes:

- The tolerances do not apply to steel structures where deviations from true positions are intimately linked or directly influenced by technological processes. In such cases, tolerances on erected steel structures shall be as per recommendations of process technologists/equipment suppliers.
- The observed or calculated values of deviations of steel structures from their true positions shall be rounded off in accordance with IS:2-1960 for comparison with permissible tolerances specified in this table. The number of significant places retained in the rounded off value shall be the same as that specified in this table.

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Annexure-D

Material of construction (as applicable)

- 1.0 Unless otherwise specified in the drawing, all rolled sections and plates shall conform to IS: 2062-2011.
- 2.0 Steel sheets shall conform to IS:1079-2009.
- 3.0 Steel tubes for structural purposes shall conform to IS: 1161-2014 (Grade YST-310).
- 4.0 ACC sheets shall be 6mm. thick with corrugation conforming to IS: 459-1992.
- 5.0 Gutters and down comers shall be of copper bearing steel conforming to IS: 2062-2011.
- 6.0 Crane rails shall conform to IS: 3443-1980.
- 7.0 Roof / Side Sheeting shall be Zincalume high tensile steel sheet shall be of 0.5mm thick (TCT) and shall have trapezoidal profile with a cover width of 930-1020mm and 28-32mm deep crest at 186-250 c/c with minimum two ribs at centre for stiffening. The sheet shall be made out of steel of minimum $f_y = 550\text{MPa}$ conforming to AS 1397: 1993. The sheet shall be coated with hot dip metallic zinc aluminium alloy @ 150gsm coating mass total on both sides as per AS 1397: 1993. The colour coating shall be of super polyester XRW /SMP as per AS/NZS 2728: 1997 Category 3 of approved colour. The zincalume sheet shall have min. 5μ thick primer coat on both sides of the sheet over which shall be applied min. 20μ exterior coat on top surface and min. 5μ reverse coat on inner face.
The end rib shall have anti-capillary groove to avoid any seepage of water through the lateral overlap.
(Roof and Side sheet shall be laid in colours as per colour scheme approved by client)
- 8.0 All black hexagonal bolts, nuts and lock nuts shall conform to IS: 1363-2002 and IS: 1364-2002 (for precision and semi-precision hexagonal bolts). Washers shall conform to IS: 1148-1982.
- 9.0 Covered electrodes for arc welding shall conform to IS: 814-2016. Coding of electrodes shall be as follows:
 - a. ER 421 'C' x for mild steel of Grade A and Grade B as per IS: 2062-2011.
 - b. EB 542 'C' x H3X for:

mild steel of Grade B as per IS: 2062-2011 for dynamically loaded structures (arising out of crane, vibratory screen, equipment, etc.),

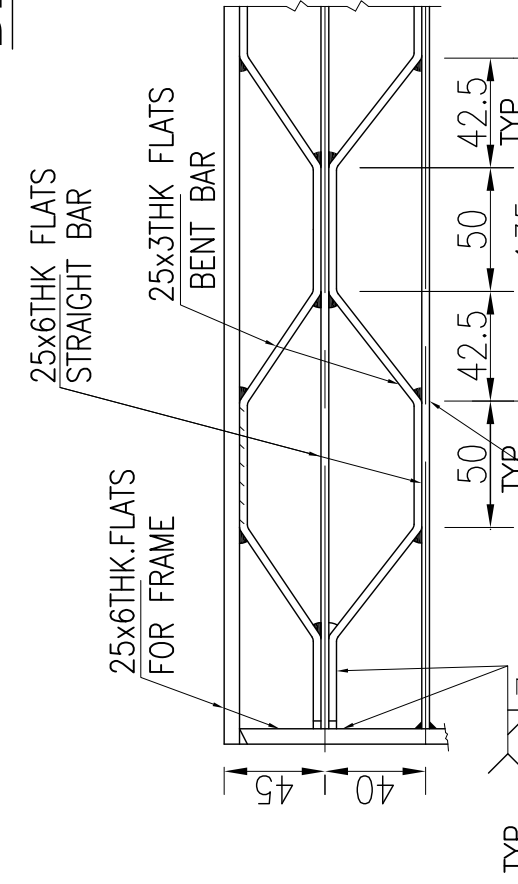
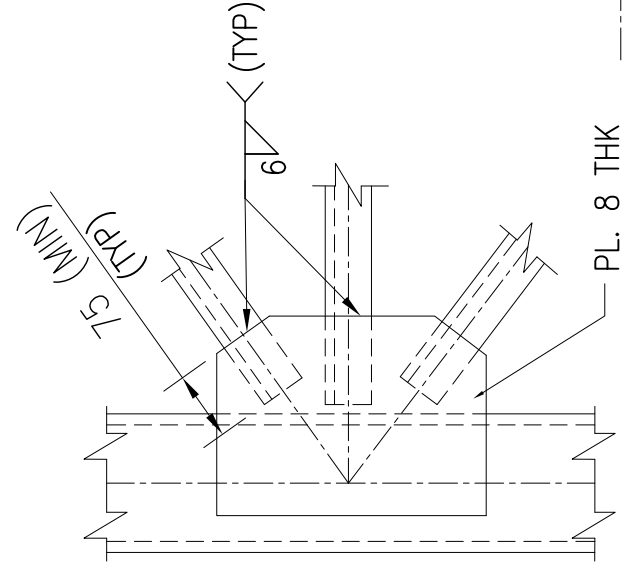
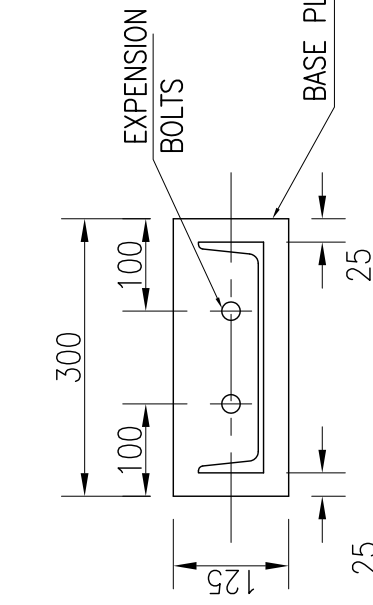
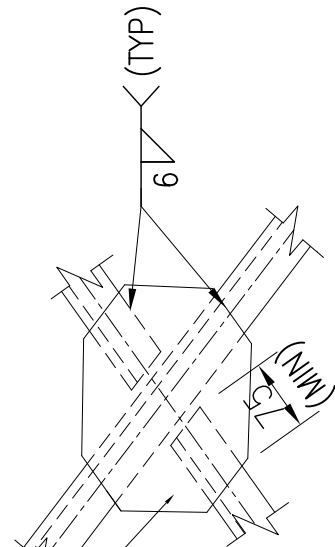
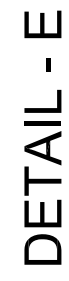
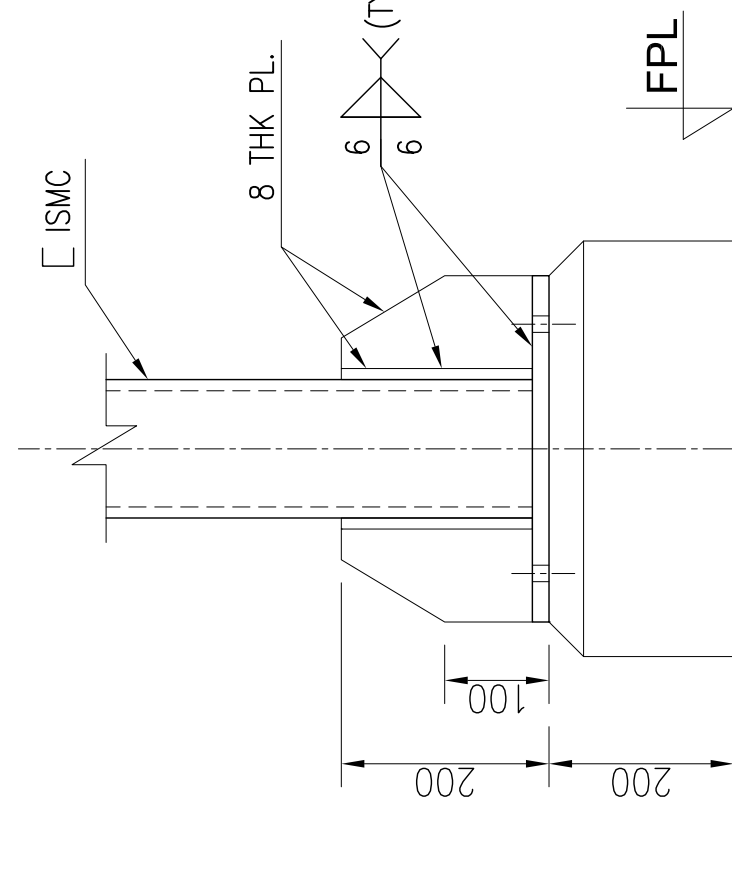
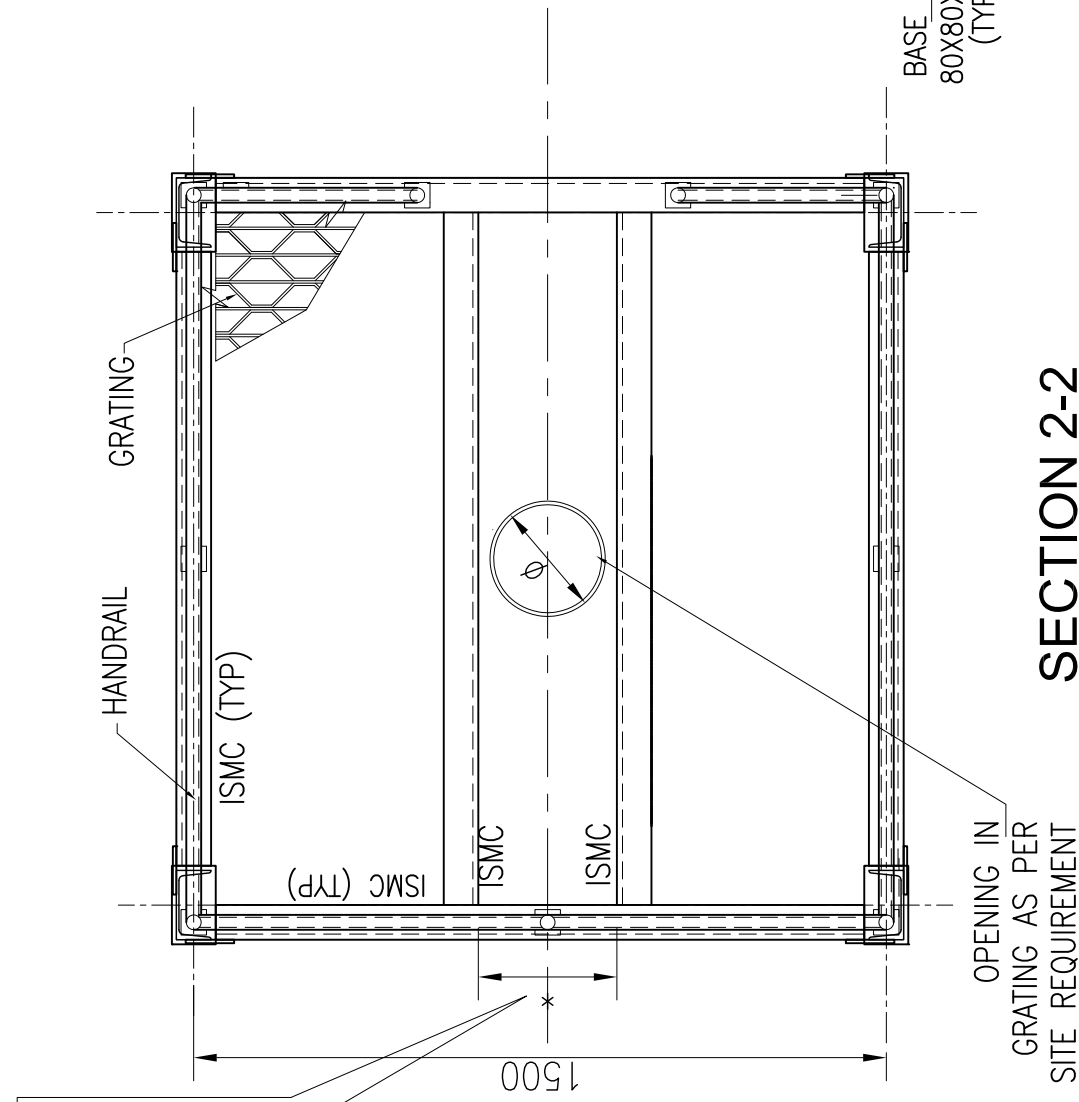
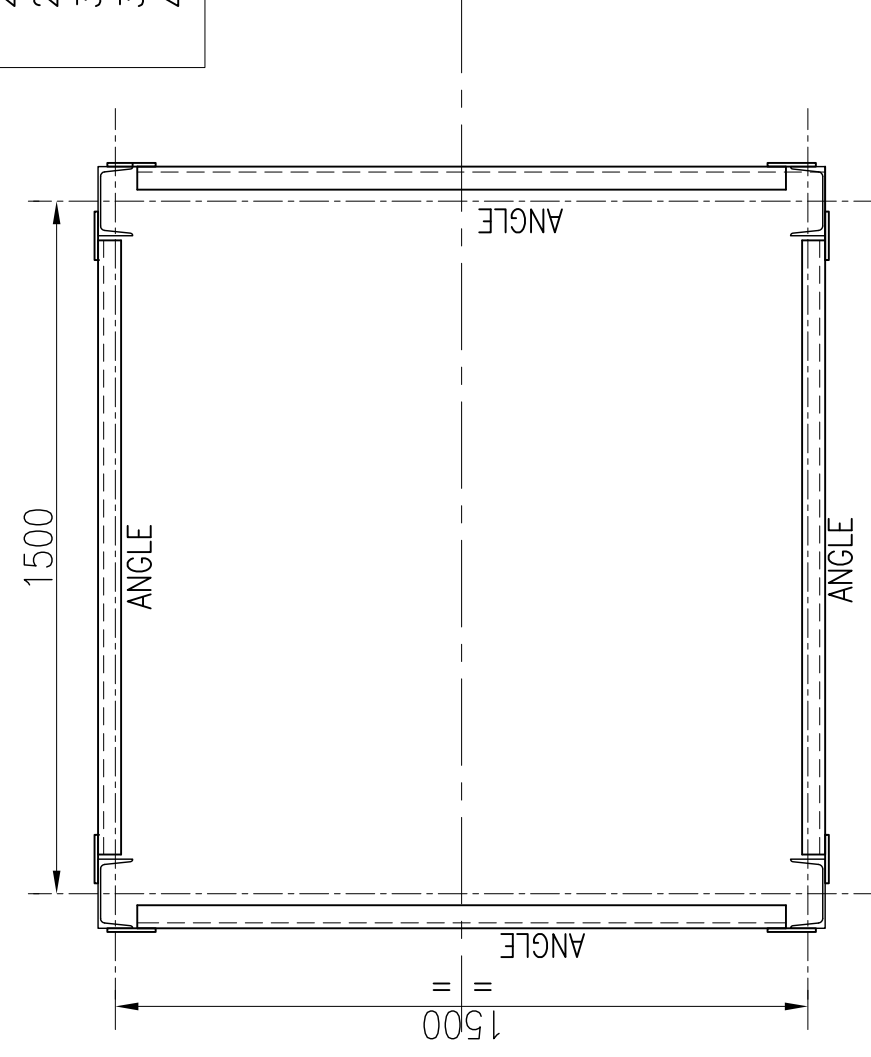
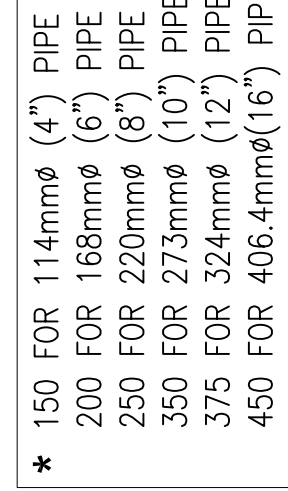
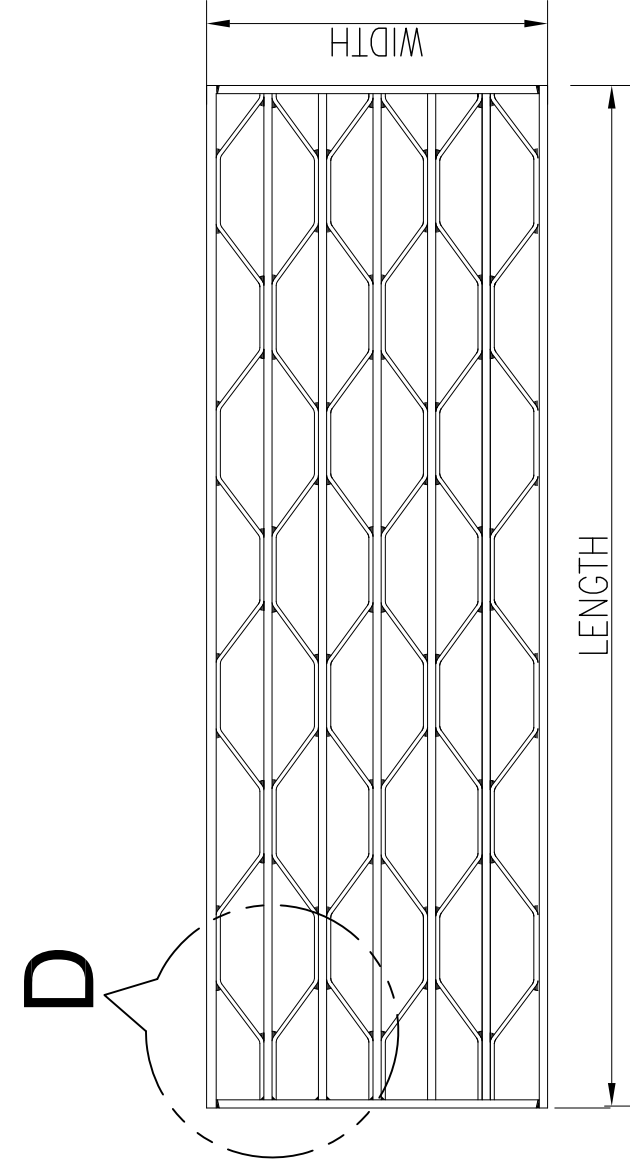
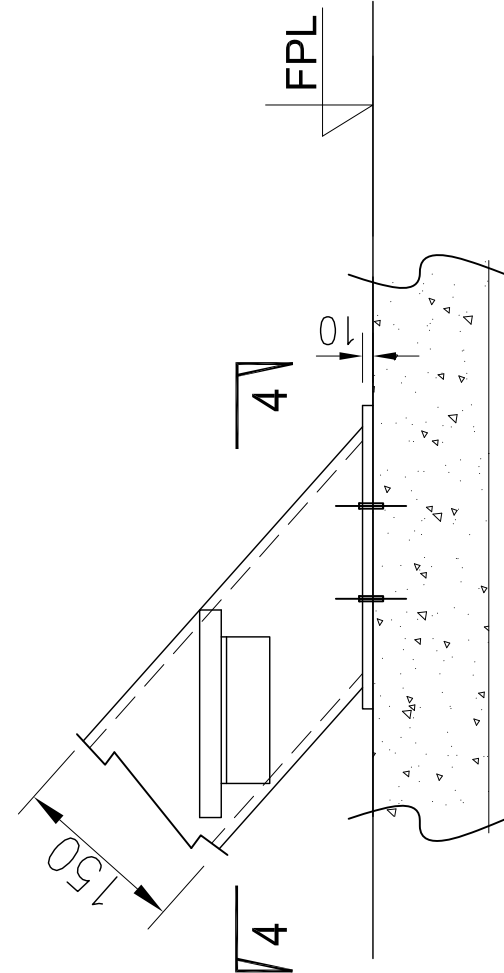
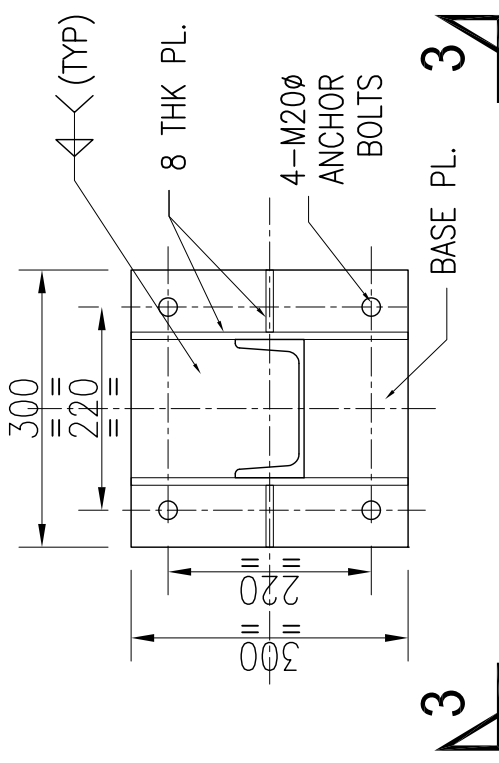
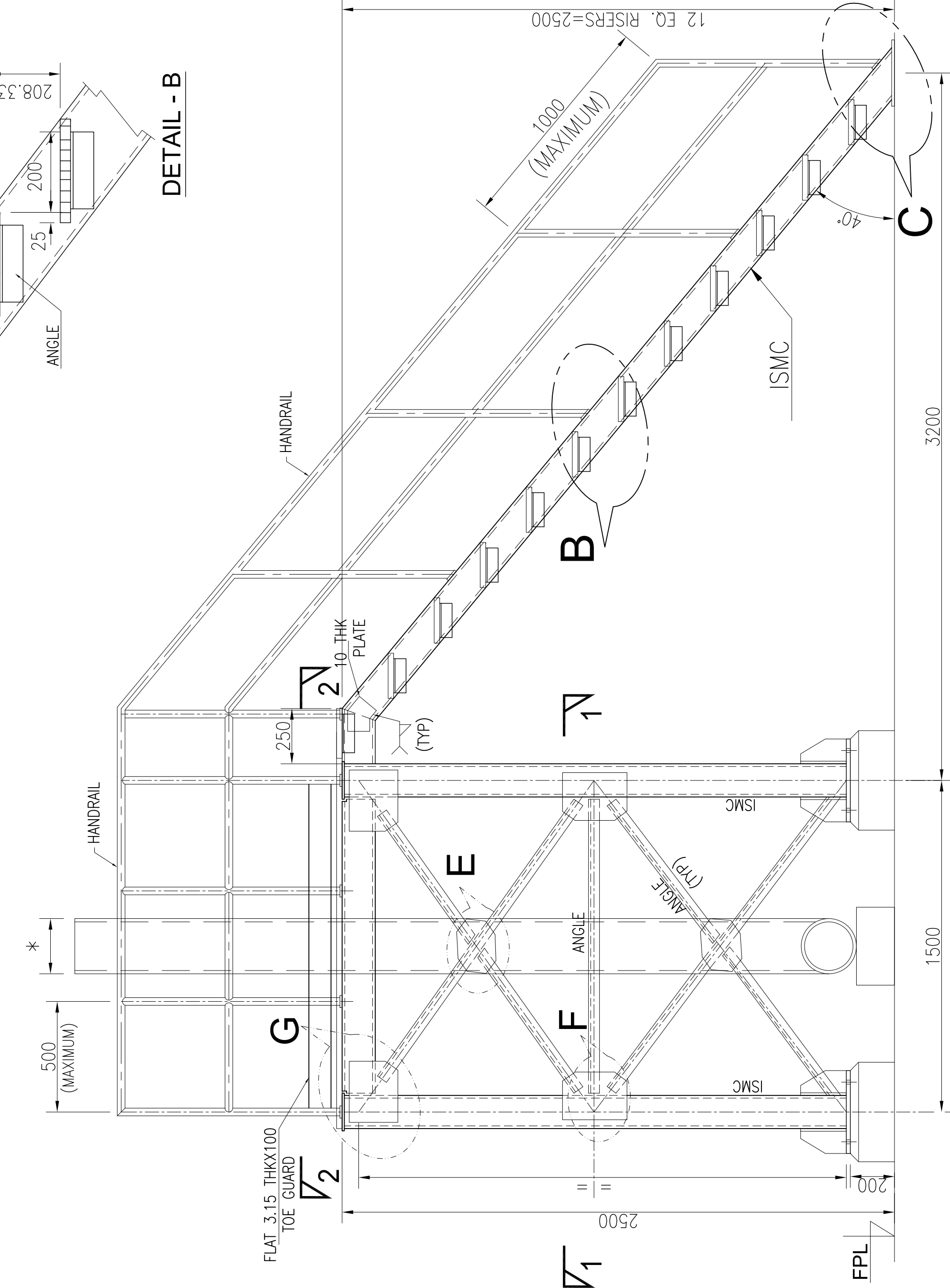
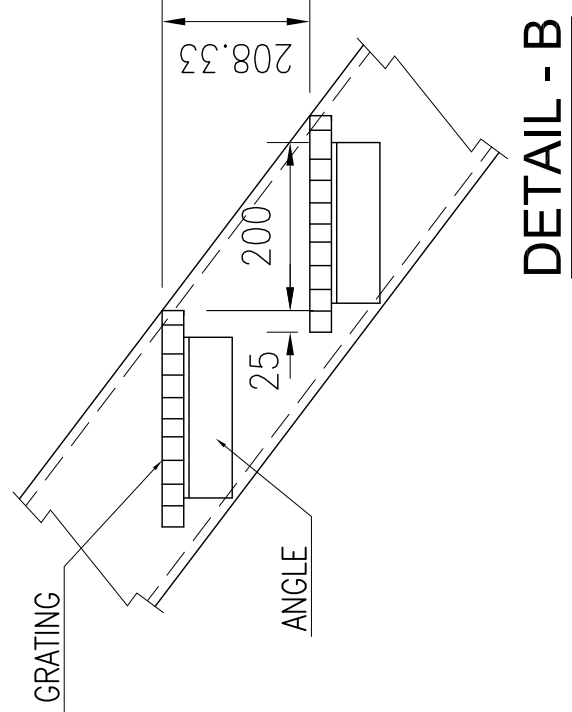
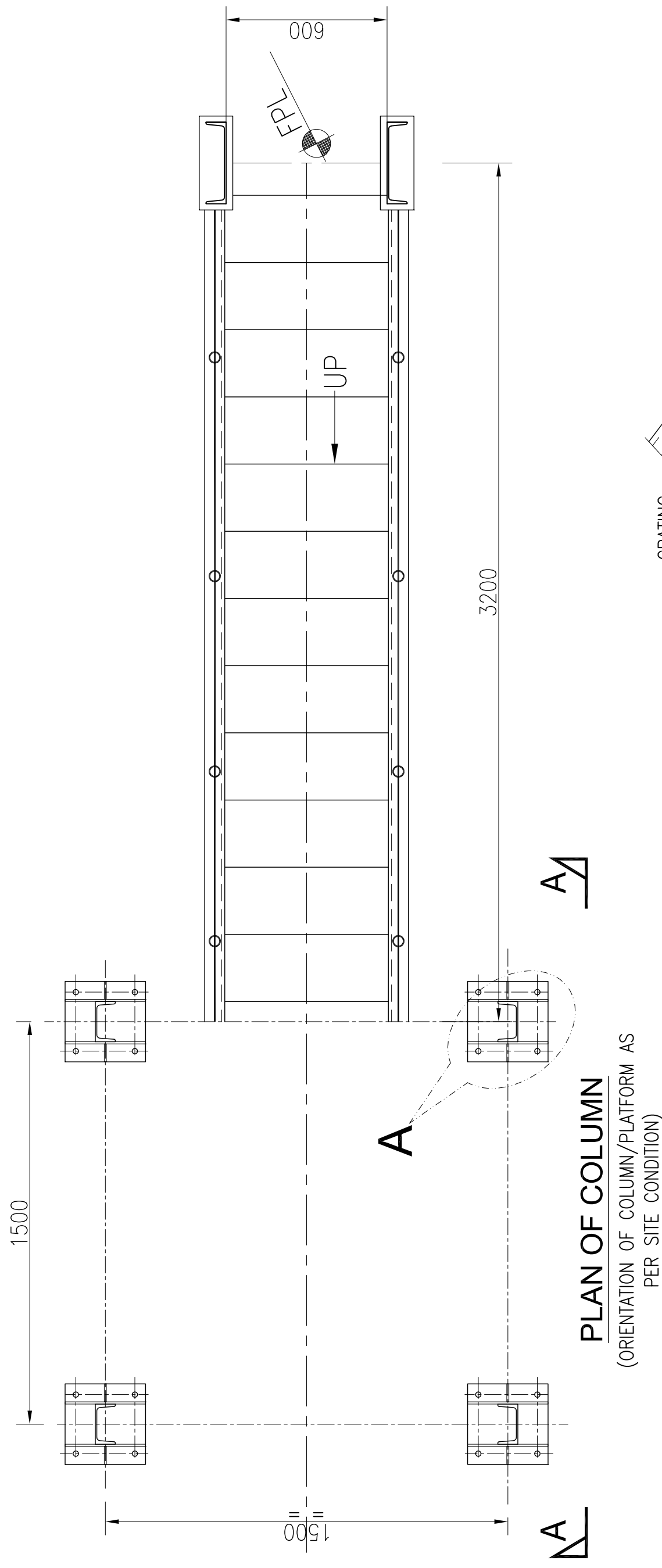
SAIL-MA micro alloyed steel 350 HYA/HYB and

when combined thickness (CT) for steel conforming to IS:2062-2011 exceeds 40mm.

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where 'C' is the value of current as recommended by the electrode manufacturer.

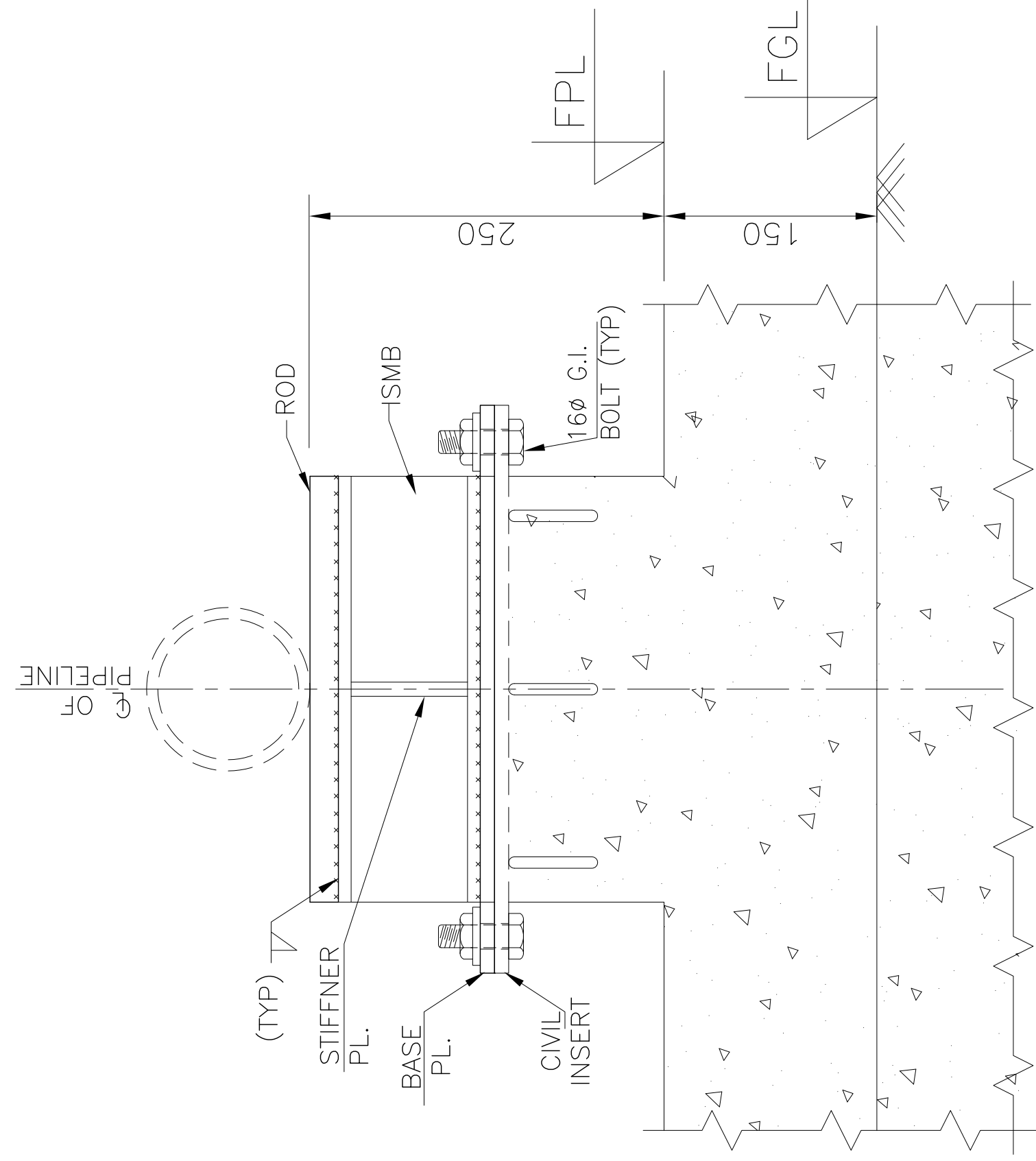
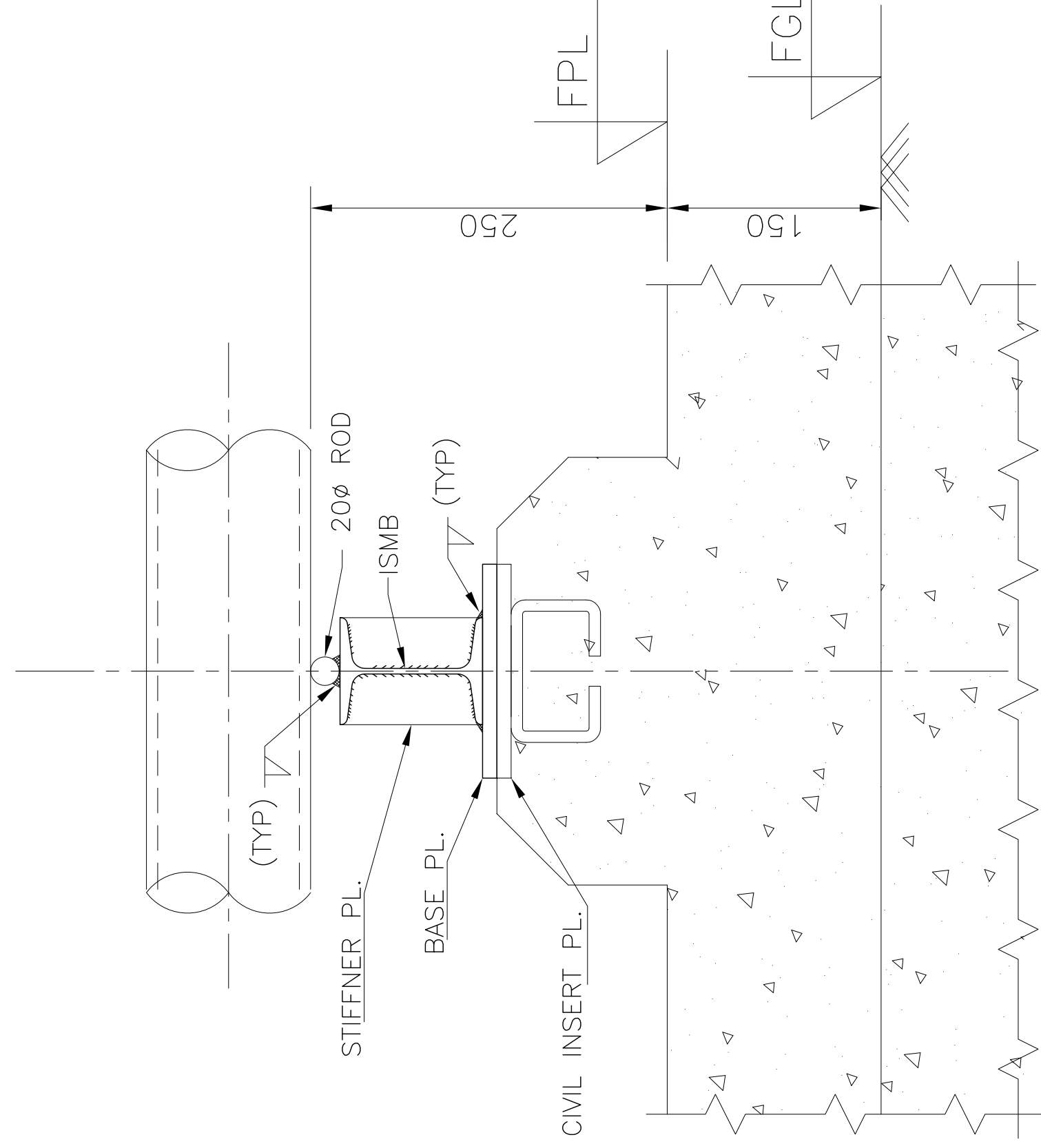
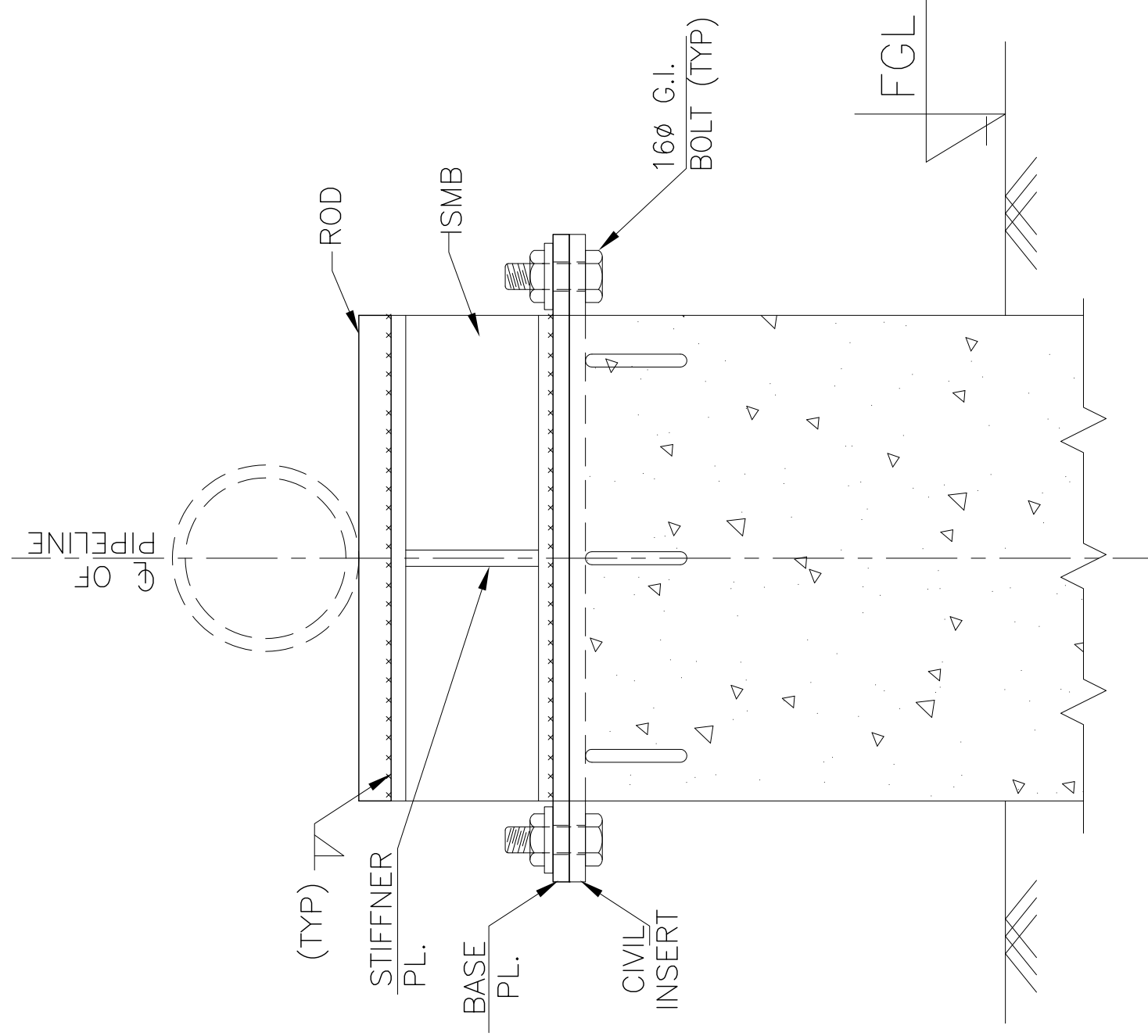
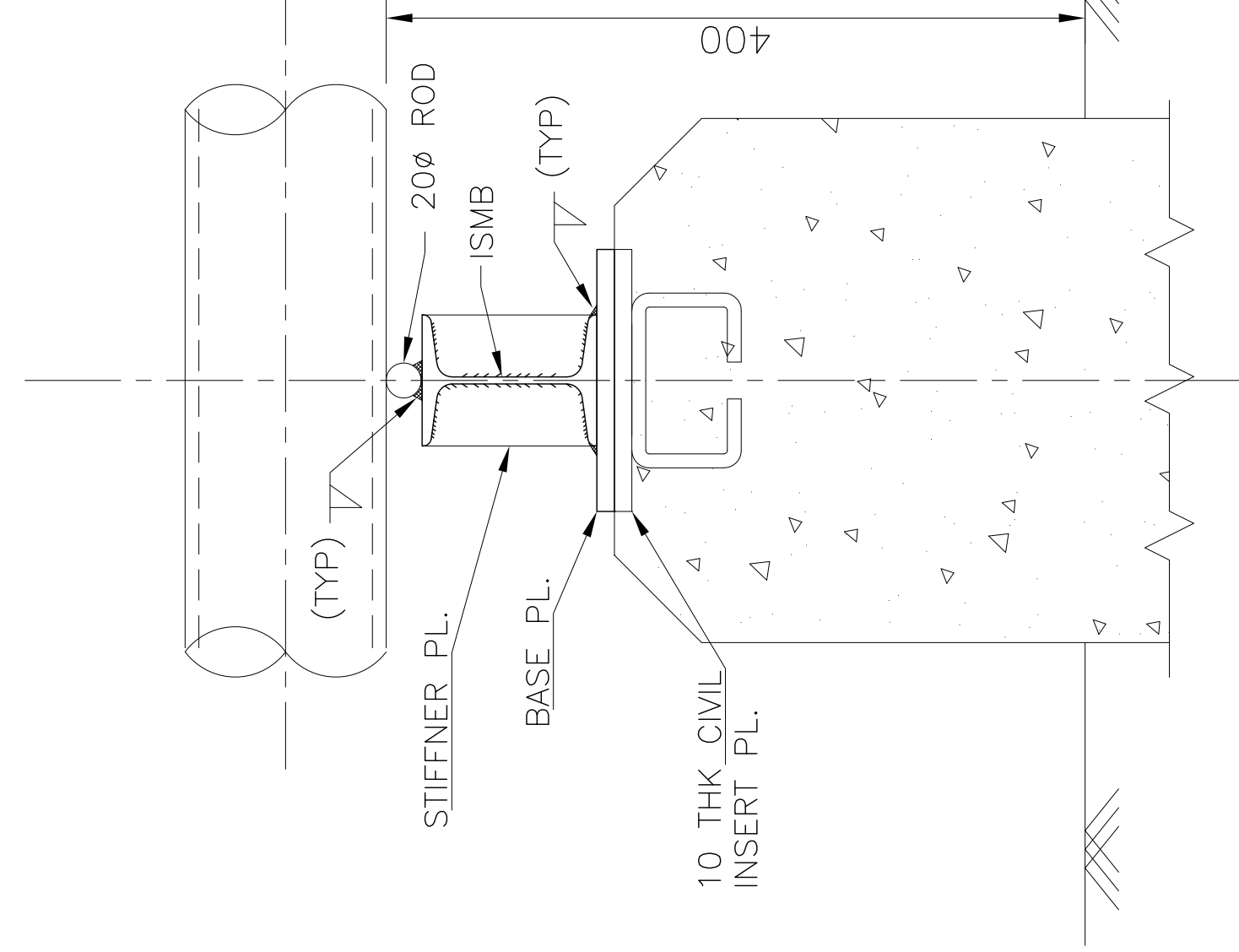
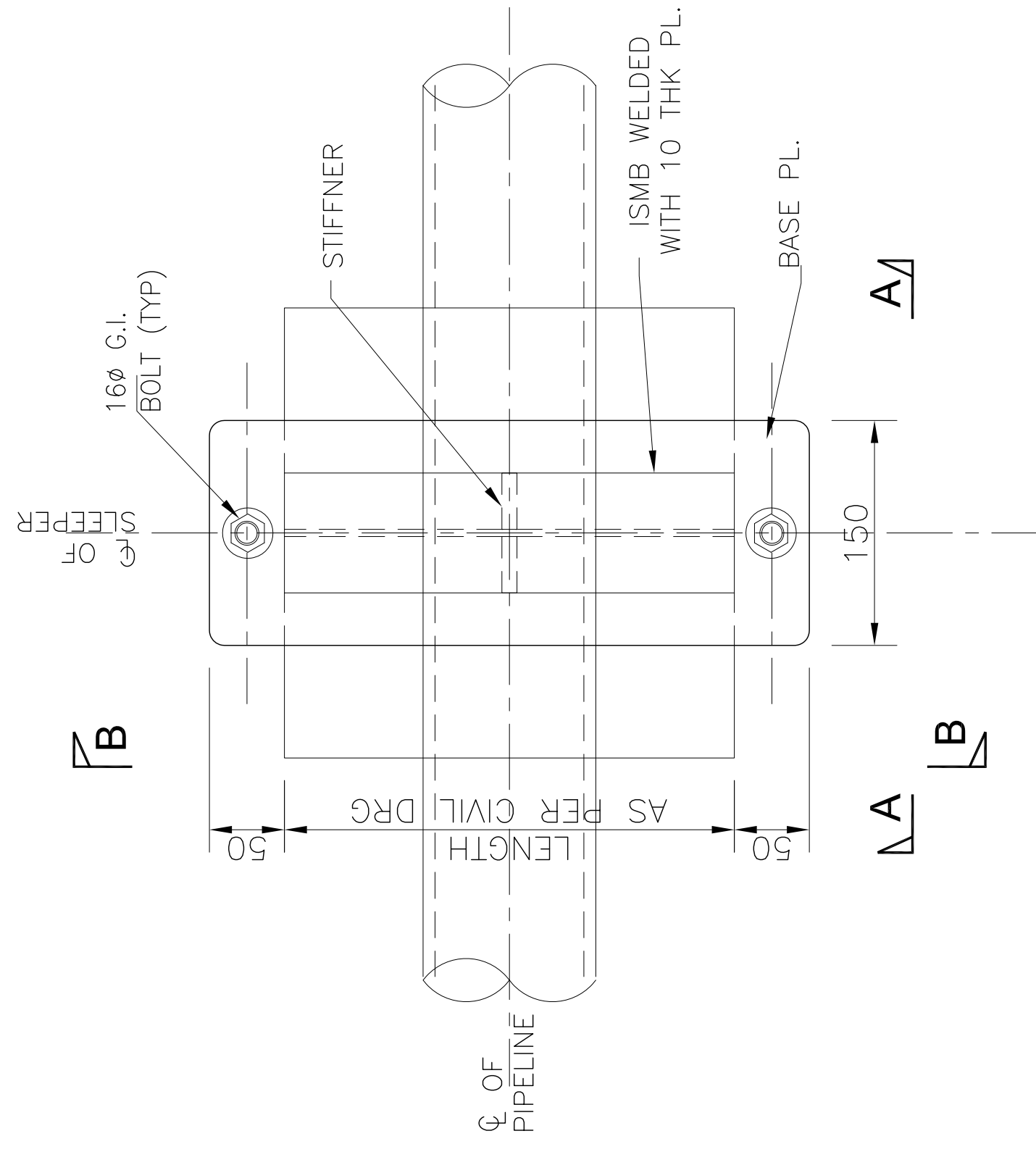
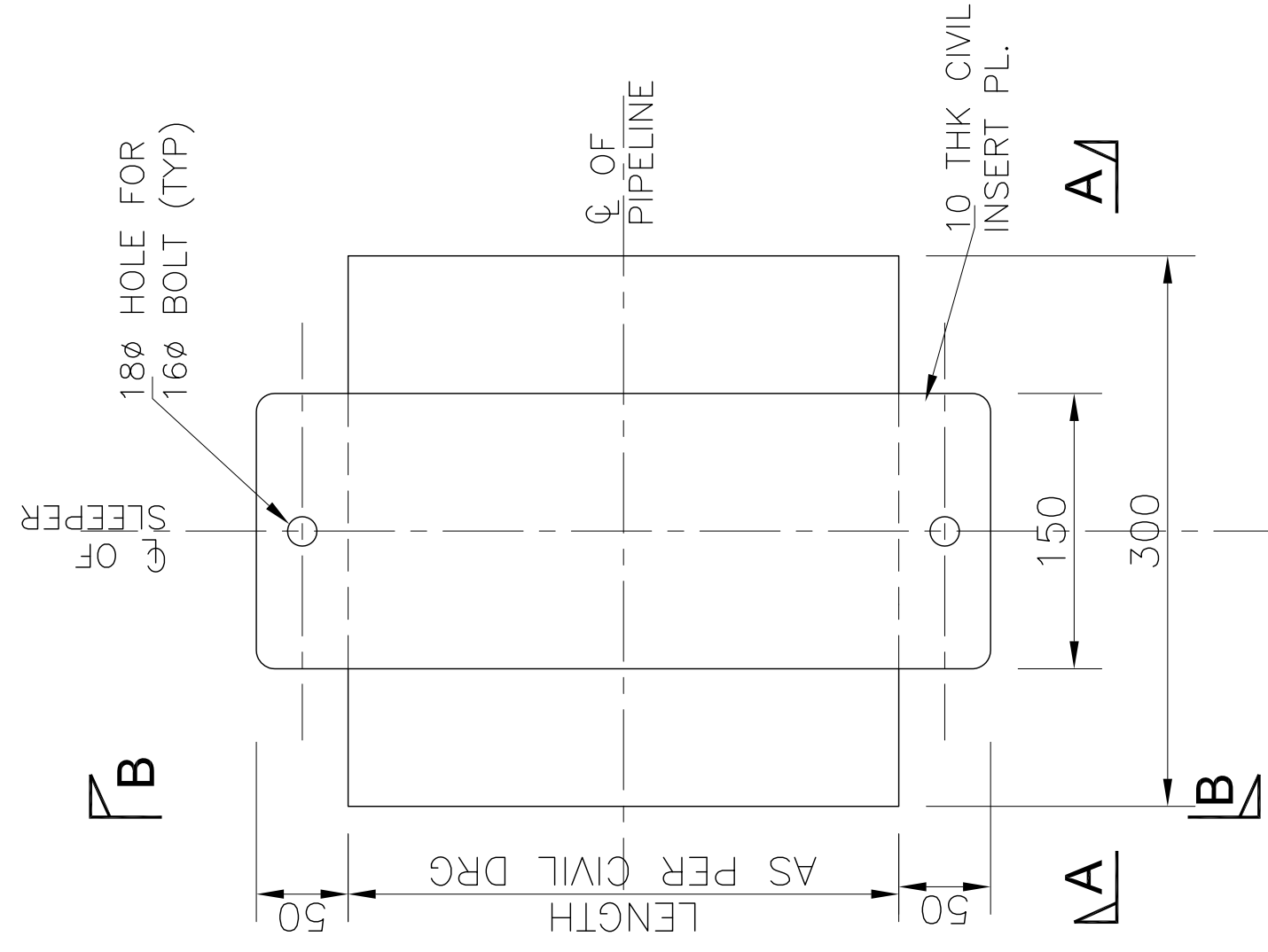
- 10.0 Material for chain link fencing shall conform to IS:2721-2003. Mesh for chain link fencing shall be of 3.15mm hot dip galvanized steel mesh wire, the diameter being measured over zinc coating. The diameter of mesh wire shall not vary from the specified diameter by more than 0.05mm. The material for mesh wire and line wire of chain link fencing shall conform to IS:280-2015. Stretcher bar for erection of mesh shall consist of mild steel flats 25mmx4.75mm. The stirrup wire for securing the line wires to the intermediate post shall be of 2.5mm mild steel wire. Hairpin staples for fastening the bottom line wire to the foundation concrete shall be of 6mm mild steel wire with ends of staples bent outwards for adequate anchorage. The cleats for eyebolts shall be of mild steel plate 10mm thick.
- 11.0 Material for barbed wire shall conform to IS:278-2015. Line wire for the barbed wire shall be made from two strands of galvanized steel wire of nominal dia 2.5mm twisted together. Barbs shall be made of point wire of galvanized steel of nominal dia 2.5mm in such a way that four points of the barbs are set and located or locked as far as possible at right angles to each other. Droppers for barbed wire shall be of mild steel flat 25mmx4.75mm with 38mmx4.85mm half round staples for fastening the barbed wire.

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SEC		CONCURRED BY	

SECTION	STRUCTURAL	NORTH – EAST GAS GRID PIPELINE PROJECT		
LOCATION	DELHI			
DESIGNED	UTKARSH			
DRAWN	JADEV			
CHECKED AND VERIFIED	DINESH ARYA			
TYPICAL PLATFORM FOR QOEC				
APPROVED	M.K.GHATURVEDI DATE:- 19.10.2019	SCALE: 1:100.	SHEET	REV
			1 OF 1	0

SECTION	STRUCTURAL	NORTH – EAST GAS GRID PIPELINE PROJECT
LOCATION	DELHI	
DESIGNED	UTKARSH	
DRAWN	JADEV	
CHECKED AND VERIFIED	DINESH ARYA	
TYPICAL PLATFORM FOR QOEC		
APPROVED	M.K.GHATURVEDI DATE:- 19.10.2019	SCALE: 1:100, SHEET 1 OF 1 REV 0

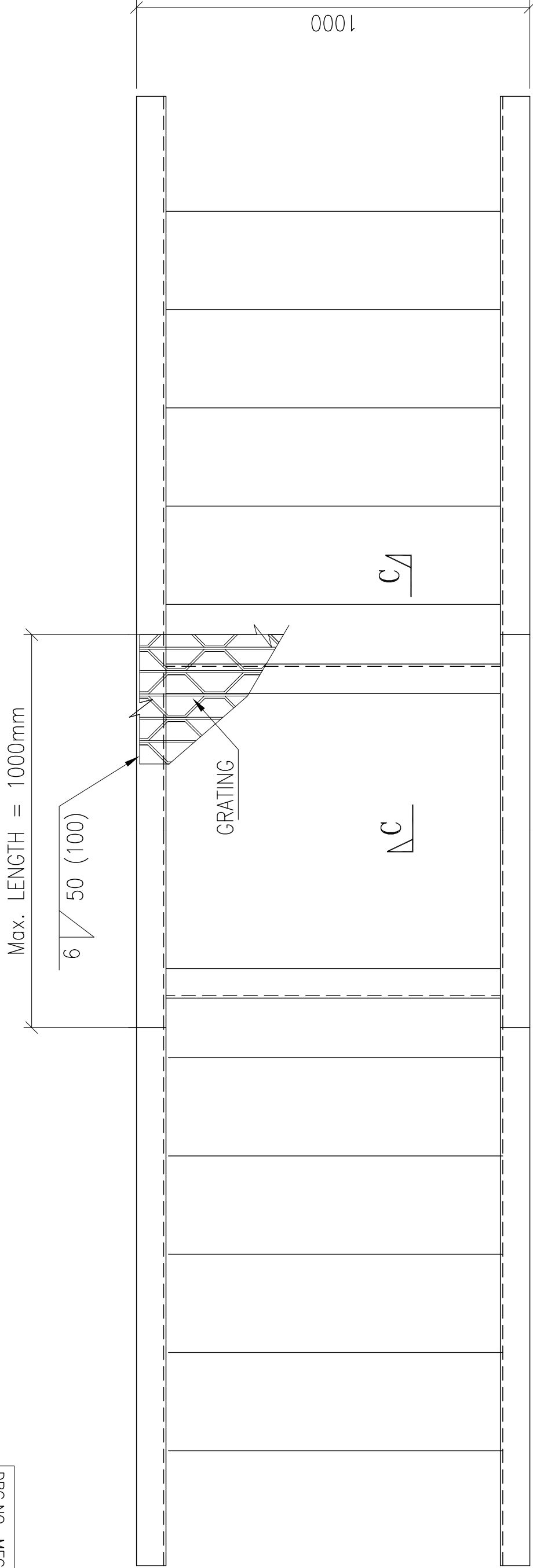


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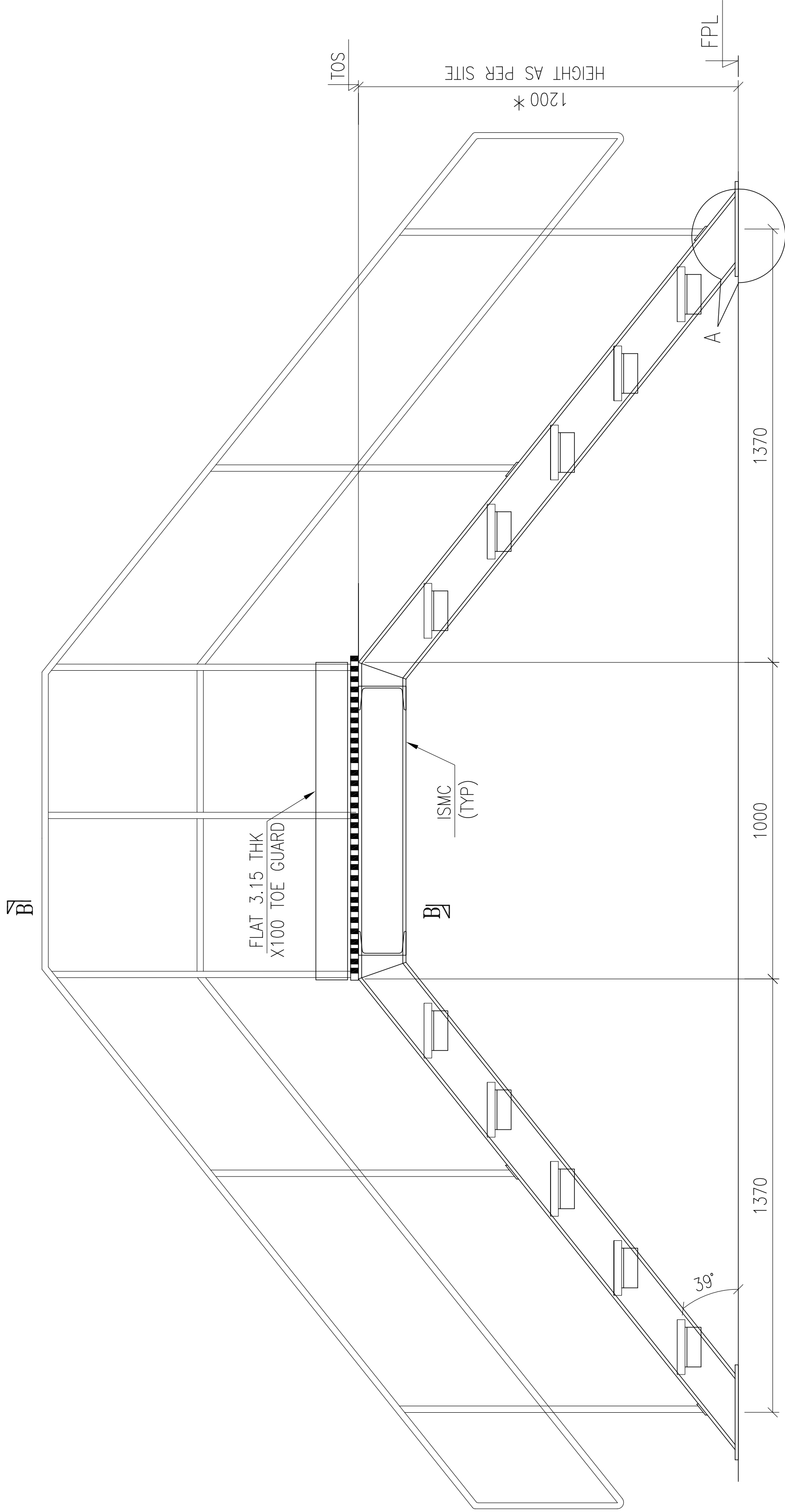
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2. ONLY FIGURED DIMENSIONS ARE TO BE FOLLOWED.
3. ALL STRUCTURAL CONNECTION ARE WELDED ONES (ARC WELDED)
4. ALL FILLET WELDS SHALL BE 6MM UNLESS OTHERWISE NOTED.
5. COVERED ELECTRODES FOR ARC WELDING SHALL CONFORM TO IS: 814.
6. ALL STRUCTURAL STEEL BE CARBON STEEL OF GENERAL WELDABLE QUALITY CONFORMING TO I.S :2062-2011.
7. FABRICATION SHALL BE DONE IN ACCORDANCE TO I.S :800-2007
8. PAINTING ON STEEL STRUCTURE SHALL BE AS PER SPECIFICATION.

FOR TENDER PURPOSE ONLY

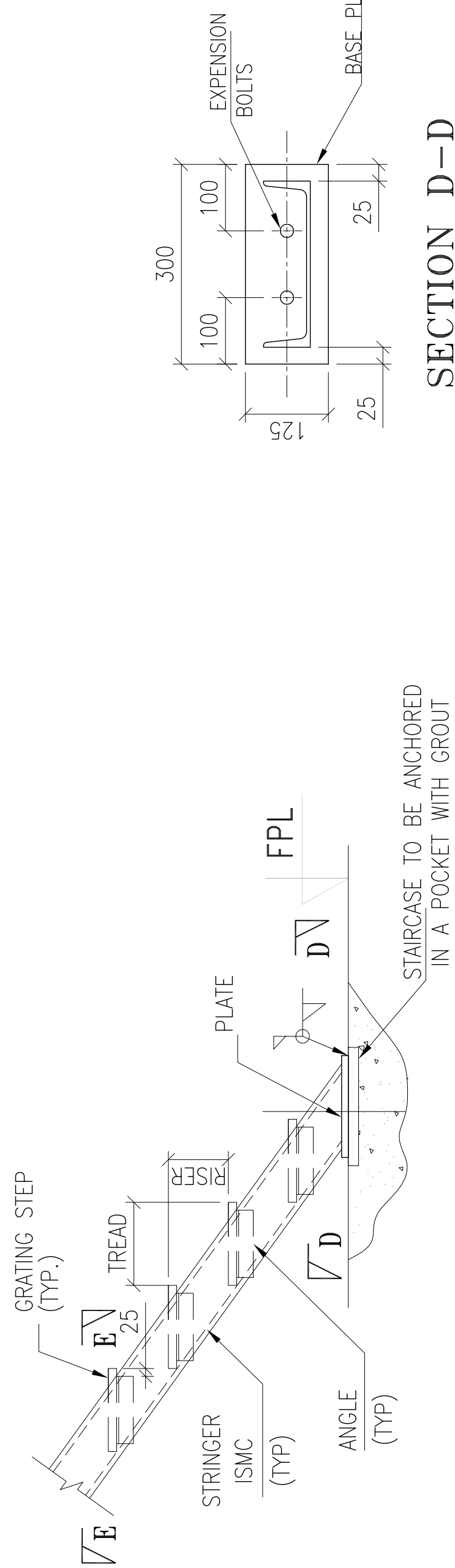
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PLAN OF CROSS OVER



ELEVATION OF CROSSOVER

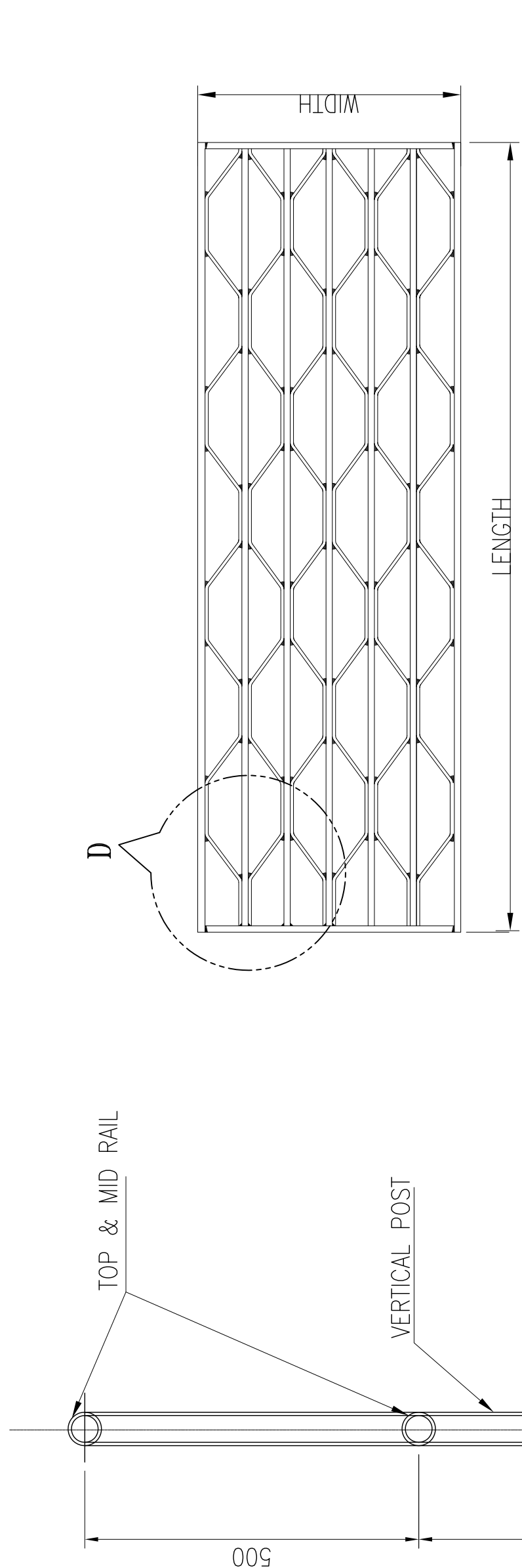


DETAIL -A

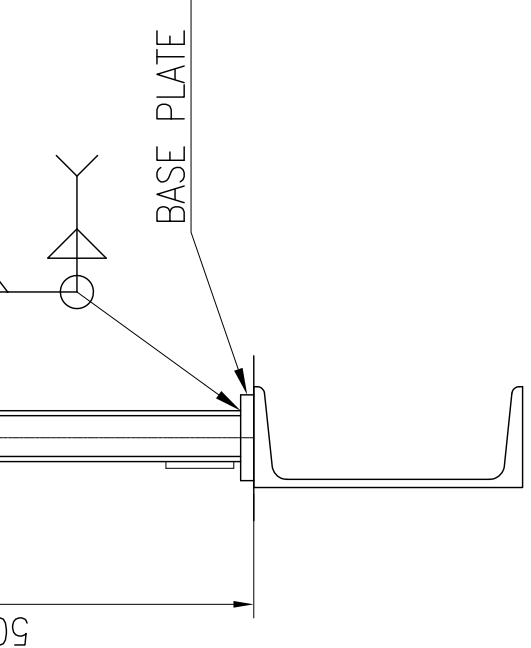
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- NOTES :-
1. ALL DIMENSIONS ARE IN mm. (UNLESS MENTIONED OTHERWISE)
 2. ALL DIMENSIONS ARE TO BE FOLLOWED.
 3. ONLY STEEL JOINTS ARE ALLOWED (ARC WELDED)
 4. ALL FILLET WELDS SHALL BE 6MM UNLESS OTHERWISE NOTED
 5. COVERED ELECTRODES FOR ARC WELDING SHALL CONFORM TO IS: 814.
 6. ALL STRUCTURAL STEEL BE CARBON STEEL OF GENERAL WELDABLE QUALITY CONFORMING TO IS : 2062-2011.
 7. FABRICATION SHALL BE DONE IN ACCORDANCE TO IS : 800-2007
 8. SURFACE PREPARATION AND PAINTING SHALL BE AS PER SPECIFICATION.
 9. LOCATION OF CROSSOVER SHALL BE AS PER SITE REQUIREMENT.

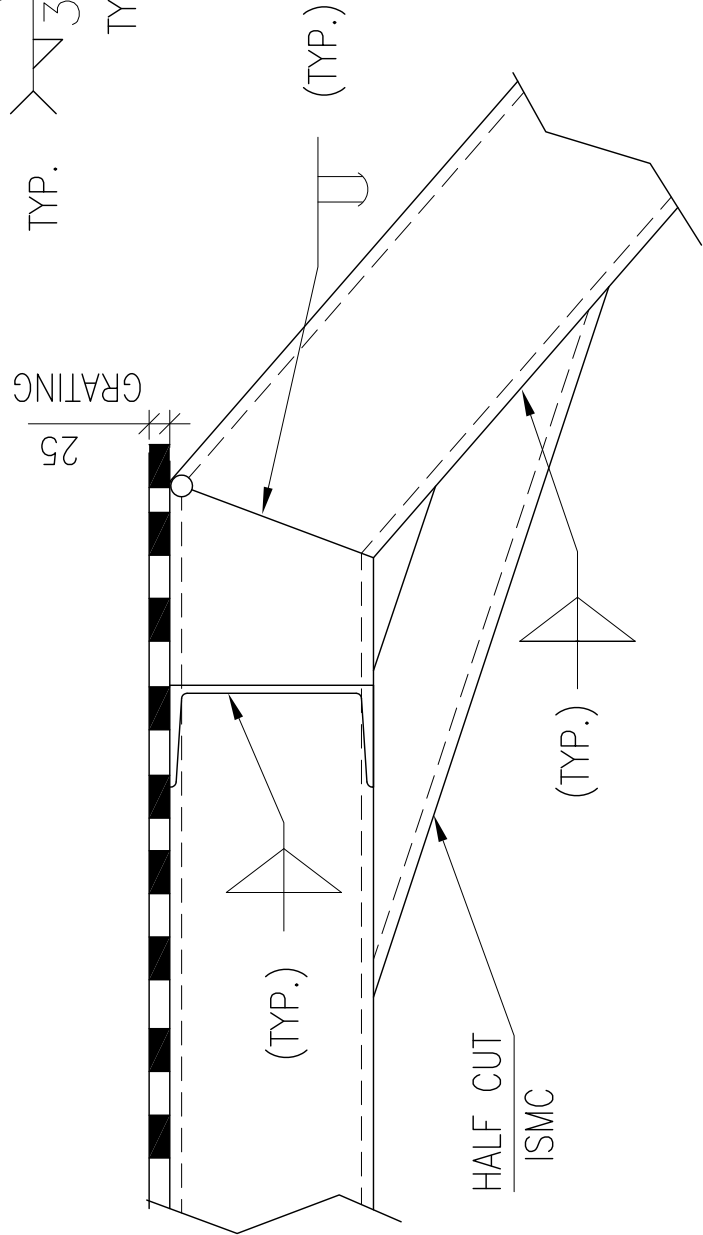
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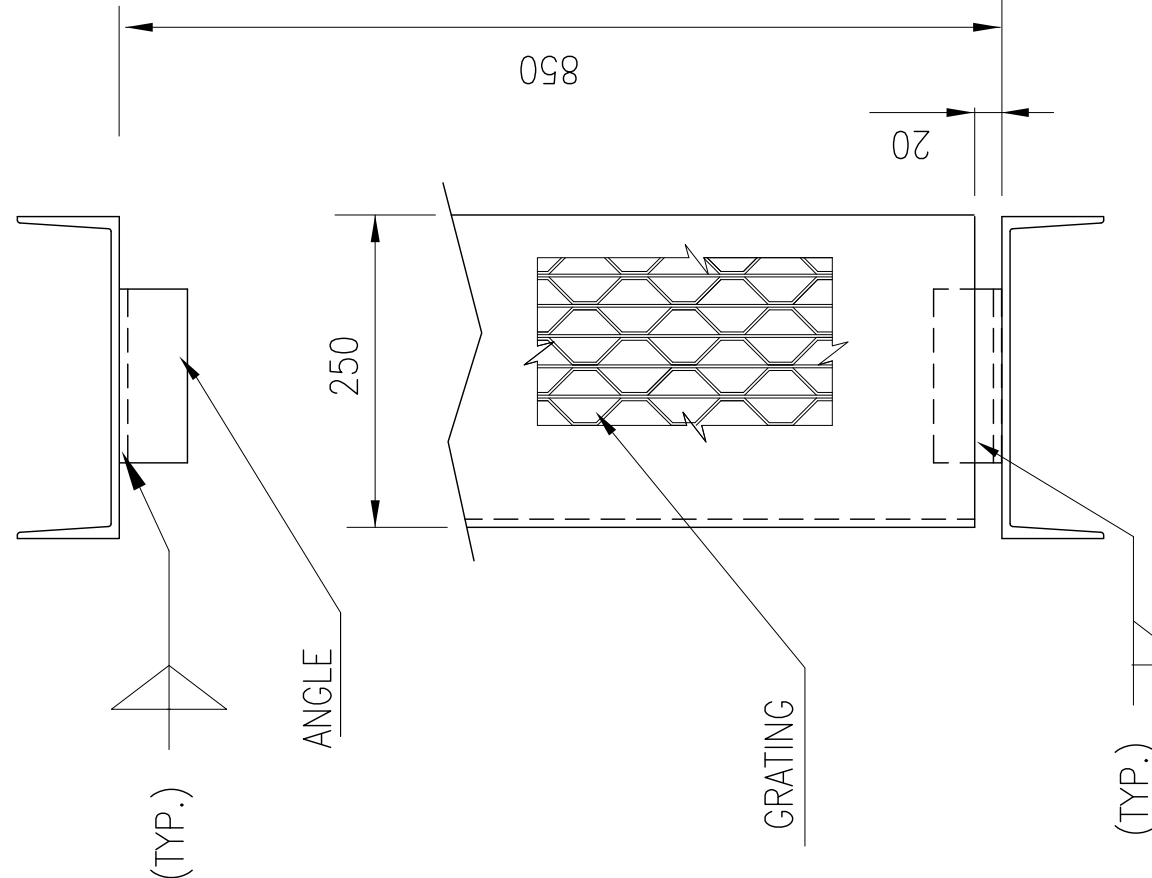
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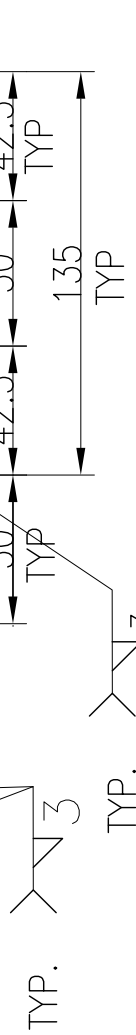
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SECTION C-C



SECTION E-E



DETAIL -D

FOR TENDER PURPOSE ONLY



INDRADHANUSH GAS GRID LTD.

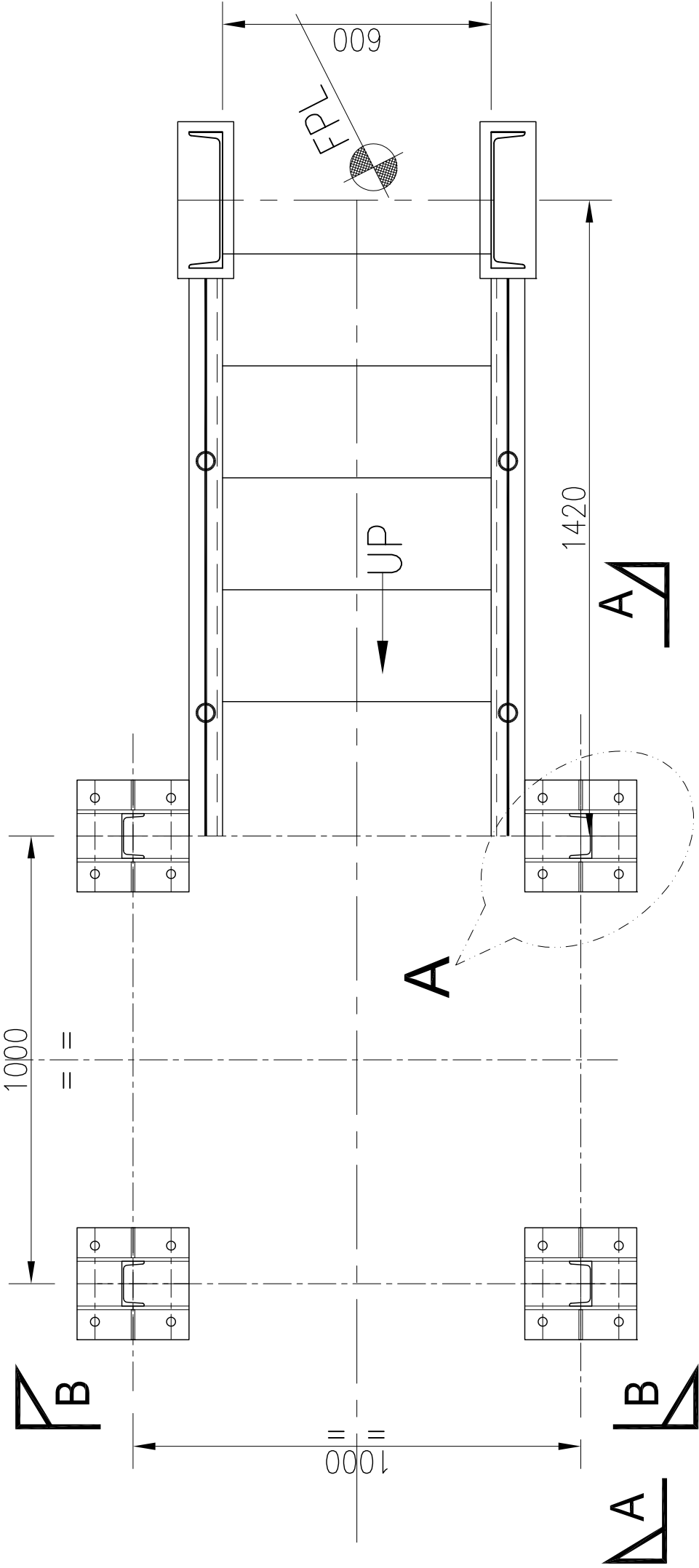
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MECON LIMITED

NORTH – EAST GAS GRID
PIPELINE PROJECT

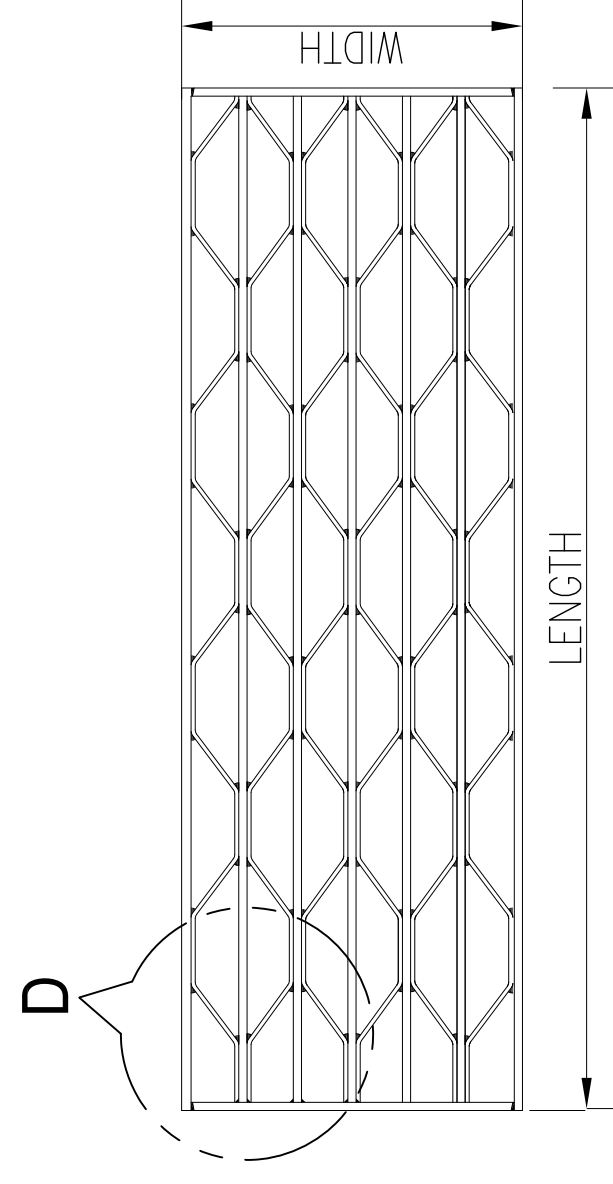
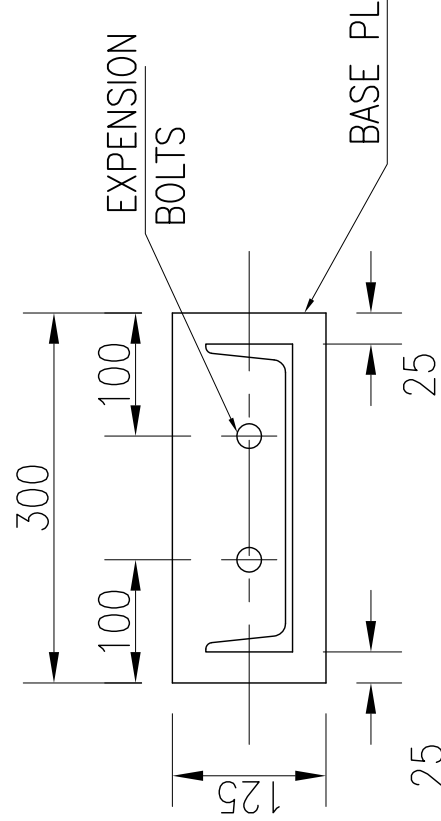
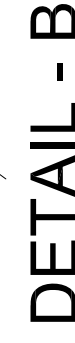
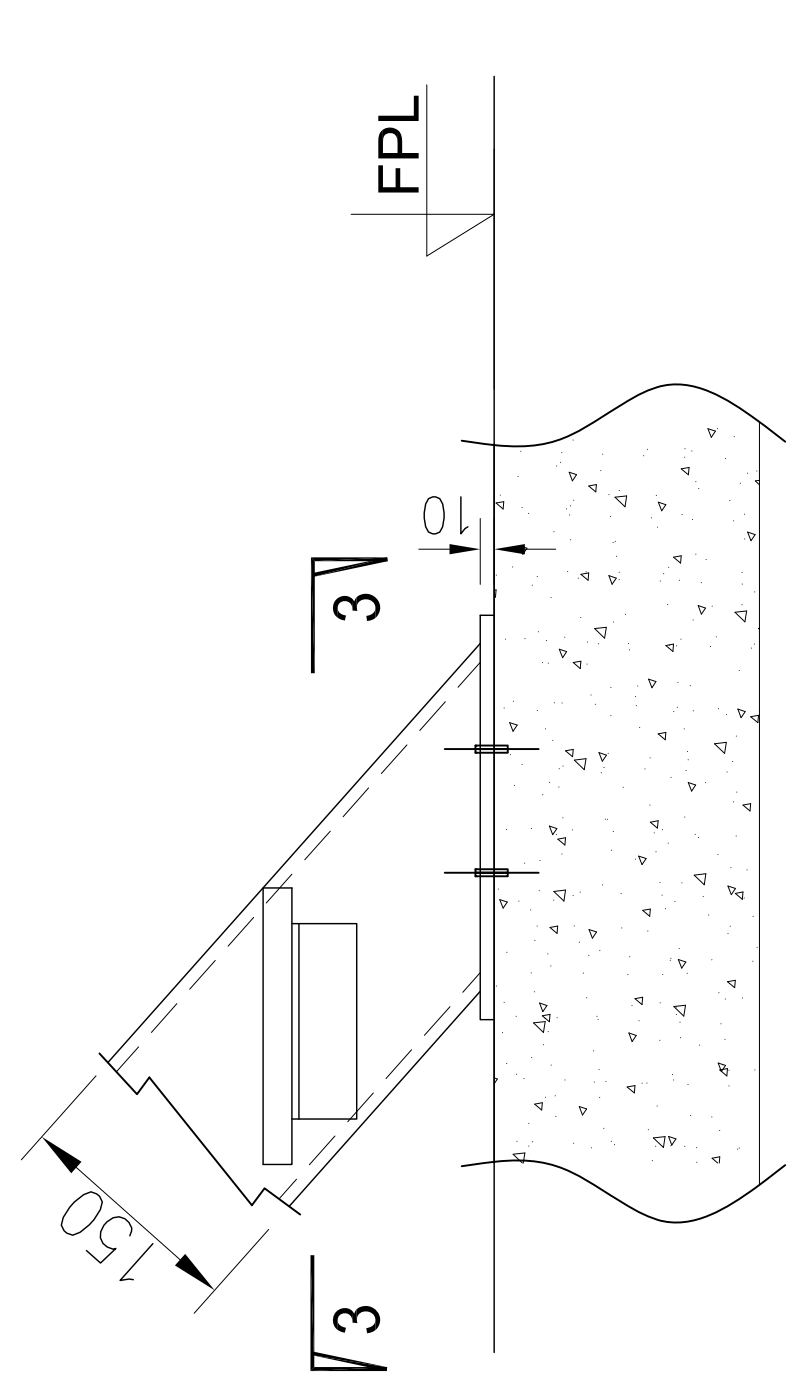
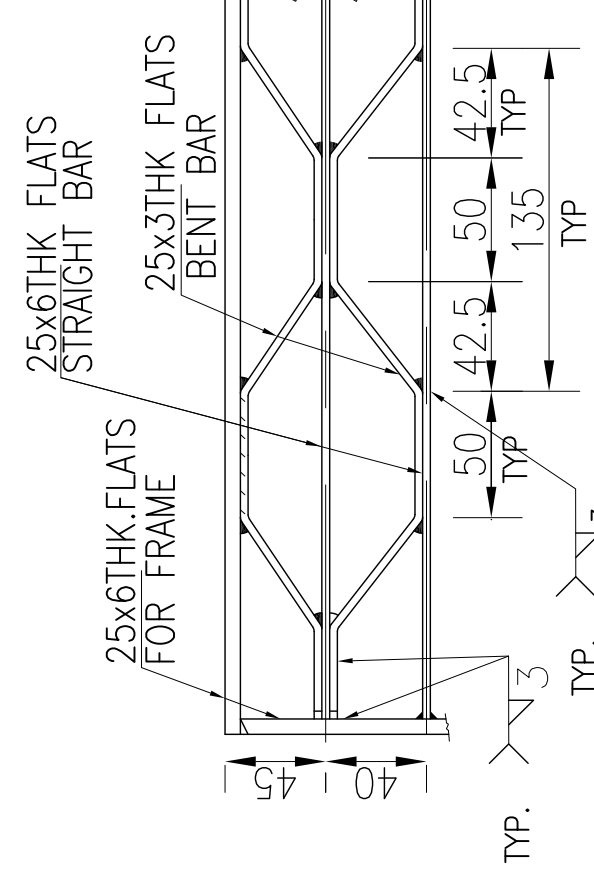
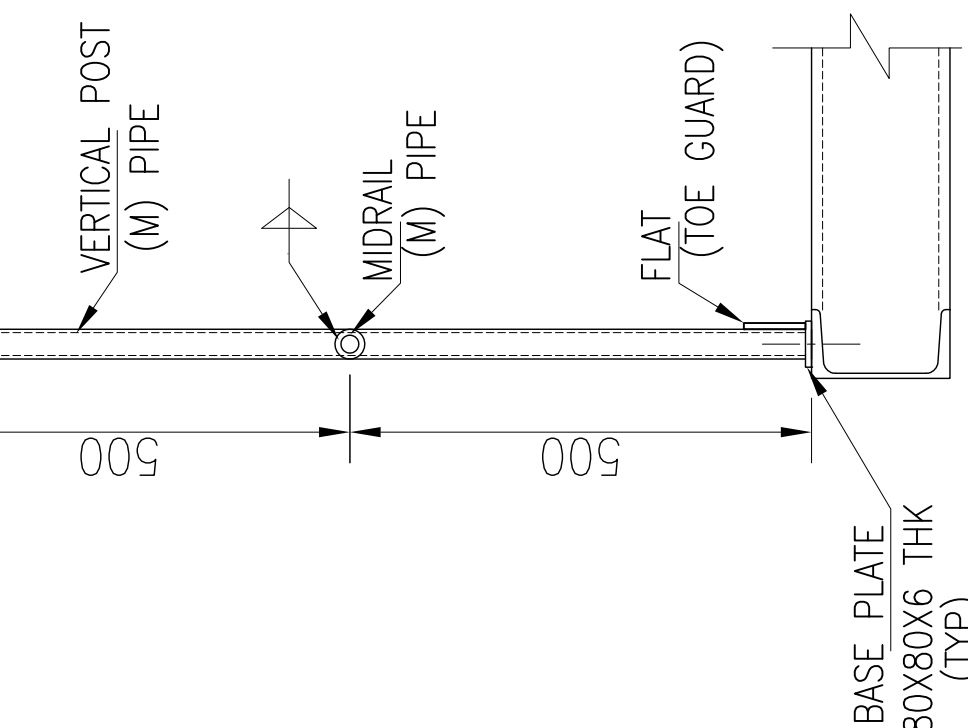
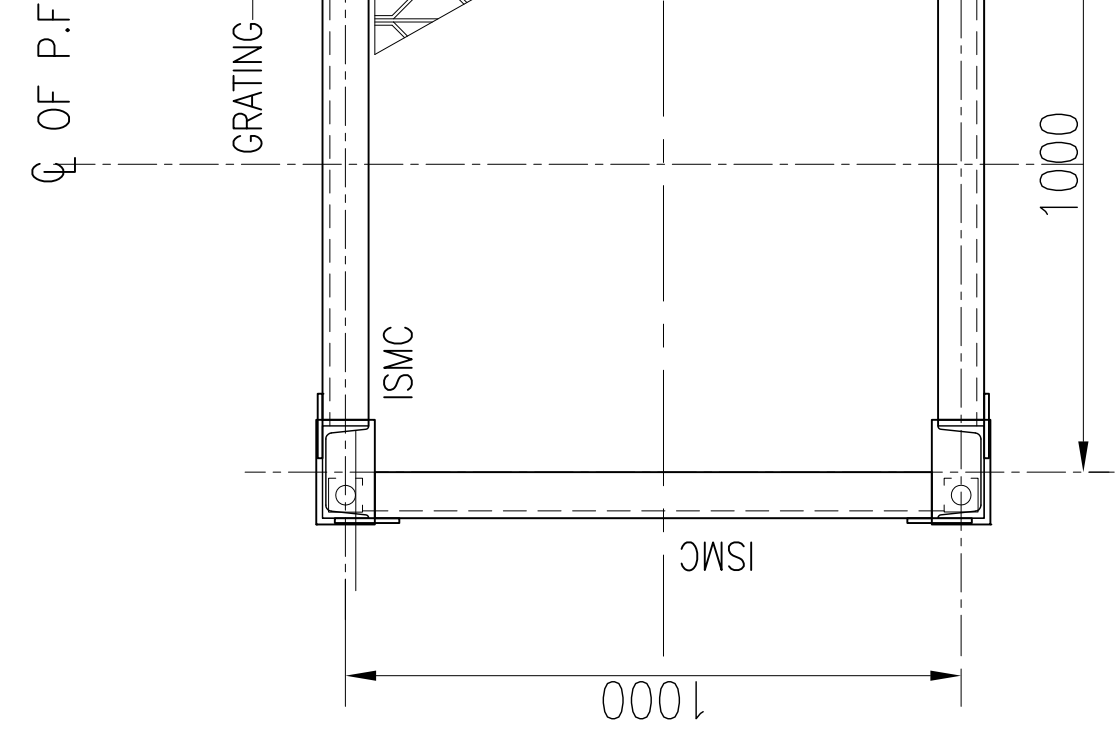
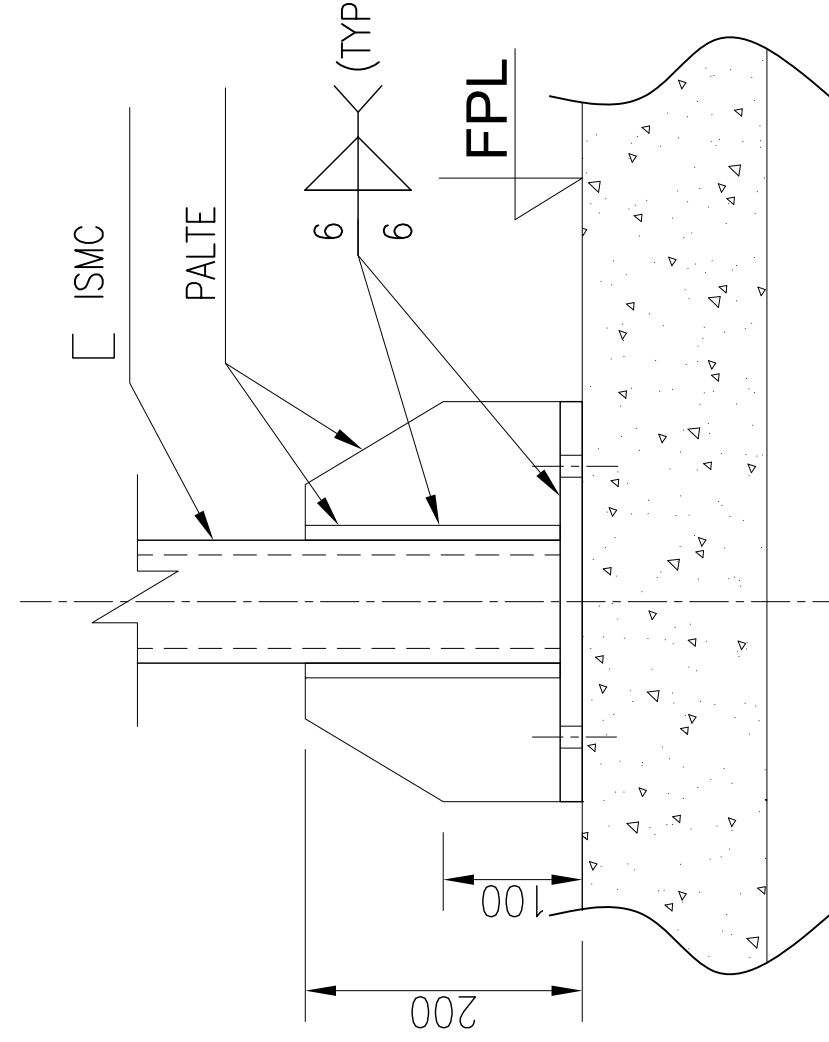
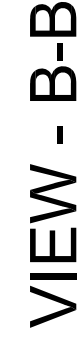
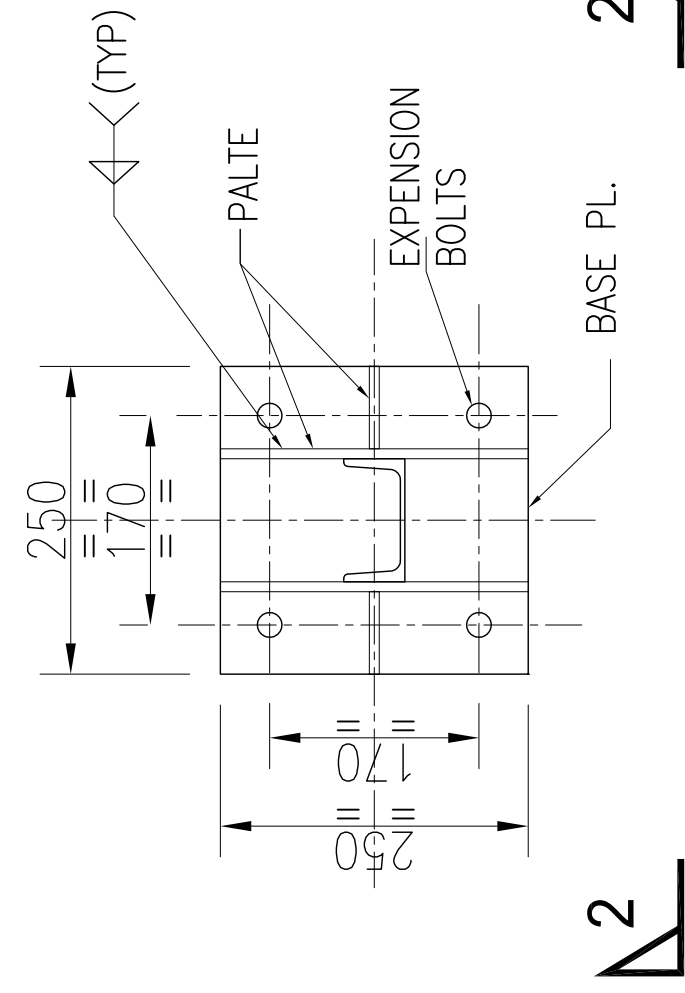
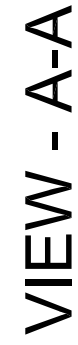
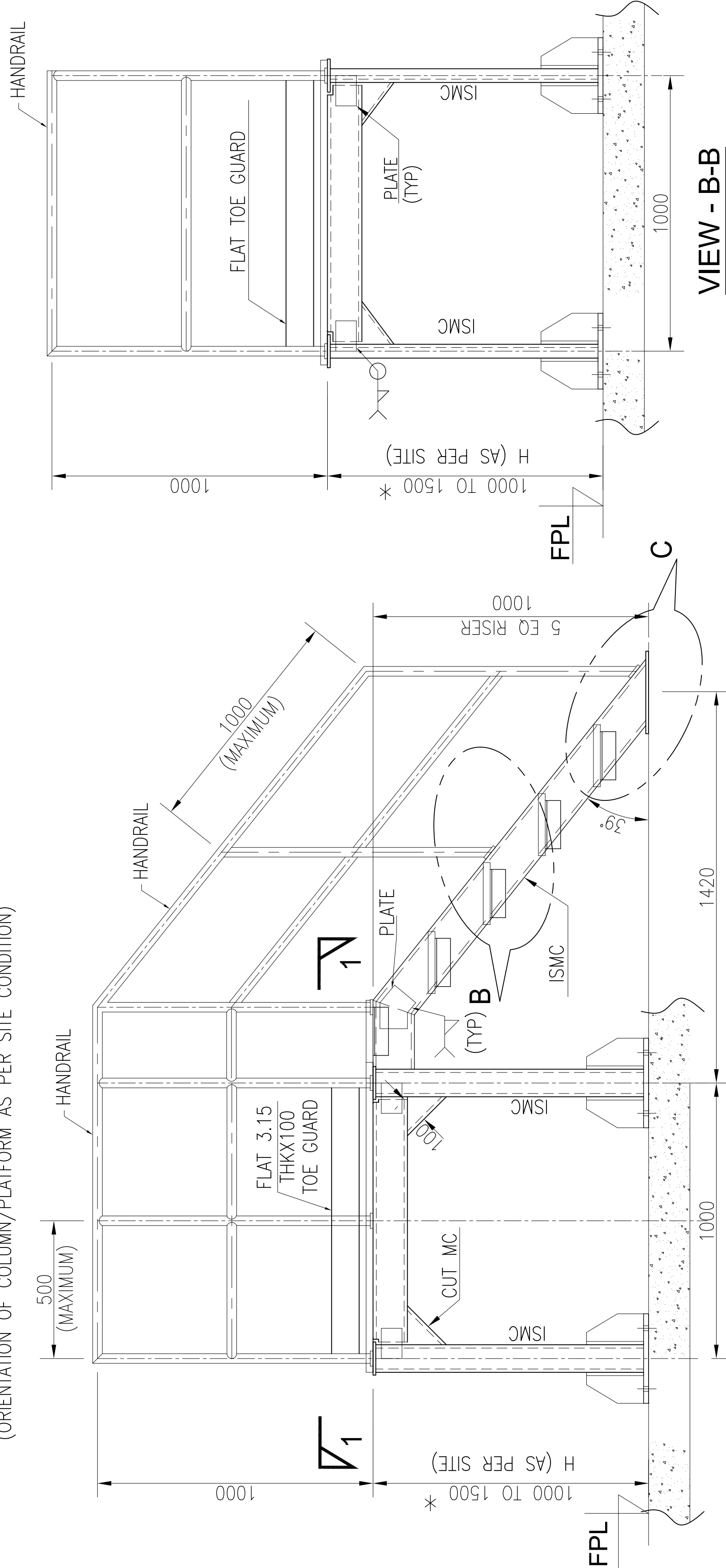
TYPICAL DETAIL OF CROSSOVER

SCALE: 1:100,	SHEET	REV
DRG.No. MEC/23UU/05/12/SD/007	1	0



PLAN OF COLUMN

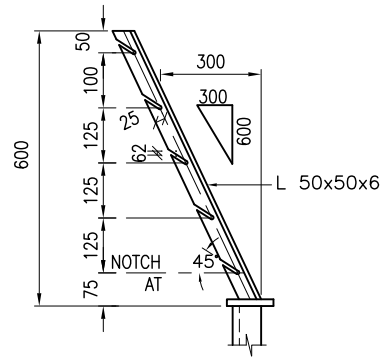
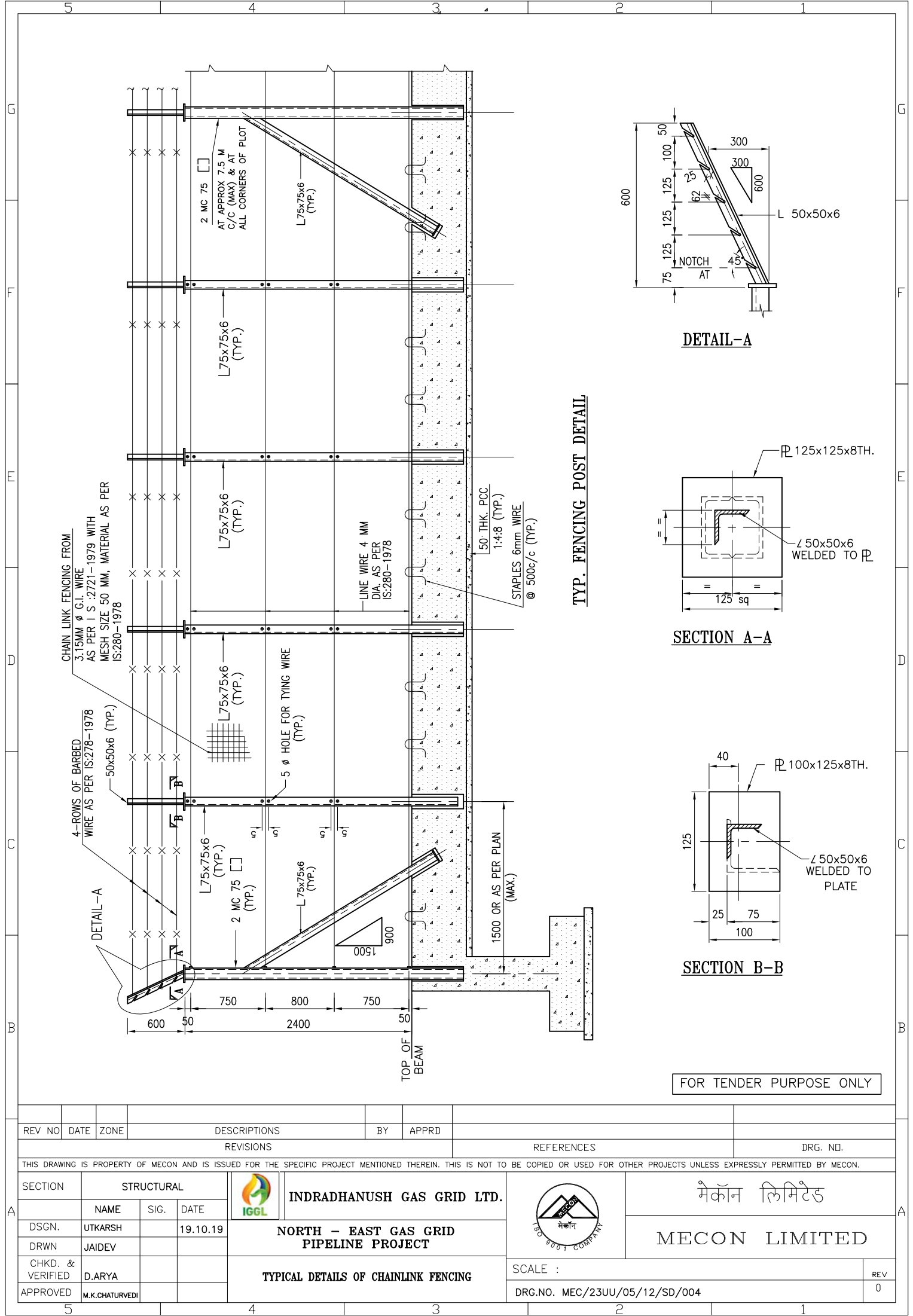
(ORIENTATION OF COLUMN/PLATFORM AS PER SITE CONDITION)



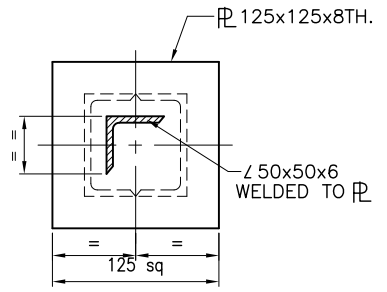
TYPICAL DETAIL OF GRATING

FOR TENDER PURPOSE ONLY

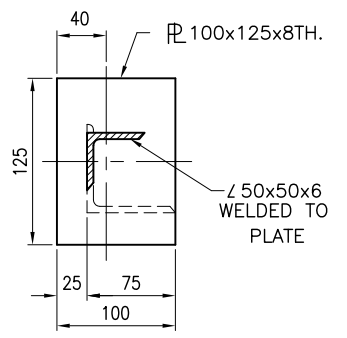
			INDRADHANUSH GAS GRID LTD.
	मेकॉन लिमिटेड	MECON LIMITED	NORTH – EAST GAS GRID PIPELINE PROJECT
SECTION	STRUCTURAL	DELHI	DESIGNED
LOCATION	UTKARSH	DRAWN	JADEV
CHECKED	AND	VERIFIED	D. ARYA
REV	0	OIL & GAS	CONCURRED BY
SCALE: 1:100.	SIG	APPROVED	M.K.CHATURVEDI
DATE: 19.10.2019	DRG.No.	MEC/23U0/05/12/SD/006	1 OF 1



DETAIL-A



SECTION A-A



SECTION B-B

FOR TENDER PURPOSE ONLY

REV NO	DATE	ZONE	DESCRIPTIONS	BY	APPRD	REFERENCES	DRG. NO.
REVISIONS							
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SECTION	STRUCTURAL		INDRADHANUSH GAS GRID LTD.		मेकॉन लिमिटेड		
NAME	SIG.	DATE	NORTH - EAST GAS GRID PIPELINE PROJECT		MECON LIMITED		
DSGN.	UTKARSH	19.10.19	TYPICAL DETAILS OF CHAINLINK FENCING		SCALE :		
DRWN	JAIDEV				DRG.NO. MEC/23UU/05/12/SD/004		
CHKD. & VERIFIED	D.ARYA				REV		
APPROVED	M.K.CHATURVEDI				0		

SECTION VII

SCHEDULE OF RATES / BOQ

Attached Separately