



“HIRING OF AN AGENCY FOR ITEM RATE CONTRACT (IRC) OF ELECTRICAL MAINTENANCE, CALIBRATION OF EQUIPMENTS AND AIR-CONDITIONER MAINTENANCE ACROSS GNPL”

**TENDER NO.: IGGL/GHY/C&P/EMCACM/08-25
(E –TENDER NO: IGGL-100089)**

DOMESTIC COMPETITIVE BIDDING THROUGH OPEN E-TENDERING

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

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

ATTENTION

THIS IS AN ELECTRONIC TENDER

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

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SECTION-I

INVITATION FOR BID (IFB)

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SECTION-I
"INVITATION FOR BID (IFB)"

Ref No: IGGL/GHY/C&P/EMCACM/08-25

Date: 03.09.2025

To,
Prospective Bidders

SUB: "HIRING OF AN AGENCY FOR ITEM RATE CONTRACT (IRC) OF ELECTRICAL MAINTENANCE, CALIBRATION OF EQUIPMENTS AND AIR-CONDITIONER MAINTENANCE ACROSS GNPL"

Dear Sir/Madam,

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

2.0 The brief details of the tender are as under:

(A)	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	HIRING OF AN AGENCY FOR ITEM RATE CONTRACT (IRC) OF ELECTRICAL MAINTENANCE, CALIBRATION OF EQUIPMENTS AND AIR-CONDITIONER MAINTENANCE ACROSS GNPL.					
(B)	TENDER NO. & DATE	IGGL/GHY/C&P/EMCACM/08-25 dated 03.09.2025 (E-Tender No. IGGL-100089)					
(C)	TYPE OF BIDDING SYSTEM	<table><tr><td>SINGLE BID SYSTEM</td><td><input type="text"/></td></tr><tr><td>TWO BID SYSTEM</td><td><input checked="" type="checkbox"/></td></tr></table>		SINGLE BID SYSTEM	<input type="text"/>	TWO BID SYSTEM	<input checked="" type="checkbox"/>
SINGLE BID SYSTEM	<input type="text"/>						
TWO BID SYSTEM	<input checked="" type="checkbox"/>						
(D)	TYPE OF TENDER	<table><tr><td>E-TENDER</td><td><input checked="" type="checkbox"/></td></tr><tr><td>MANUAL</td><td><input type="text"/></td></tr></table>		E-TENDER	<input checked="" type="checkbox"/>	MANUAL	<input type="text"/>
E-TENDER	<input checked="" type="checkbox"/>						
MANUAL	<input type="text"/>						
(E)	COMPLETION/CONTRACT PERIOD	THE CONTRACT PERIOD SHALL BE 12 MONTHS (01 YEAR) RECKONED FROM THE DATE OF FIRST ENGAGEMENT AT SITE. HOWEVER, THE CONTRACT PERIOD MAY BE EXTENDED BY A FURTHER 06 MONTHS OR PART THEREOF ON THE SAME RATES, TERMS AND CONDITIONS. THE MOBILIZATION PERIOD SHALL BE 07 (SEVEN) DAYS RECKONED FROM THE DATE OF AWARD.					

(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	<div><input checked="" type="checkbox"/></div>
		NOT APPLICABLE	<div><input type="checkbox"/></div>
		EMD amount: INR 1.60 Lacs (Refer clause no.16 of ITB)	
(F1)	DECLARATION FOR BID SECURITY	Bidders eligible for exemption 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: 03.09.2025 to 16.09.2025 upto 14:00 Hrs, (IST) on following websites: IGGL Website – https://iggl.co.in/ Govt. CPP Portal - https://etenders.gov.in	
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Date: 08.09.2025 Time: 11:00 HRS Venue: IGGL Office, 7 th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, ASSAM/ONLINE (Refer Clause 17.0 of Instruction to Bidders)	
(I)	DUE DATE & TIME OF BID-SUBMISSION	Date : 16.09.2025 Time : 14:00 HRS.	
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 17.09.2025 Time : 14:00 HRS	
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	1) Name: Mr. Kulajit Talukdar Designation: General Manager (C&P) Phone No.: 9531101226/8 E-mail: kulajit.talukdar@iggl.co.in 2) Name: Mr. Tanveer Jalal, Designation: Chief Manager (C&P) Phone No.: 91-361-280-1400 E-mail: tanveer.jalal@iggl.co.in	
(L)	DEALING IGGL'S OFFICE ADDRESS	INDRADHANUSH GAS GRID LIMITED 7 th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam	

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 In case of E-Tender, bid must be submitted only on <https://etenders.gov.in>. Further, the following documents in addition to uploading the bid on e-tender portal shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the

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same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bidding Data Sheet (BDS):

(i) EMD/Bid Security /Declaration for Bid Security (As applicable)

(ii) Power of Attorney

(iii) Line of Credit (If applicable)

~~(iv) Integrity Pact~~

- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB. The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.
- 8.0 Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above-mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 9.0 All the bidders including those who are not willing to submit their bid are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 10.0 System generated Request for Quotation (RFQ), if any, shall also form an integral part of the Tender Document.
- 11.0 IGGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

Indradhanush Gas Grid Limited

(A JV of IOCL, ONGCL, GAIL, OIL & NRL)

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This is not an Order.

For & on behalf of
Indradhanush Gas Grid Limited
(Authorized Signatory)

Name : Kulajit Talukdar
Designation : GM (C&P)
E-mail ID : kulajit.talukdar@iggl.co.in
Contact No. : 9531101226/8

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DO NOT OPEN - THIS IS A QUOTATION

Tender Document No. : IGGL/GHY/C&P/EMCACM/08-25 (E-TENDER NO. IGGL-100089)

Description : "HIRING OF AN AGENCY FOR ITEM RATE CONTRACT (IRC) OF ELECTRICAL MAINTENANCE, CALIBRATION OF EQUIPMENTS AND AIR-CONDITIONER MAINTENANCE ACROSS GNPL"

Due Date & Time : 16.09.2025 at 14:00 hrs.

From:

To:

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

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SECTION-II

BID EVALUATION CRITERIA (BEC) & EVALUATION METHODOLOGY

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

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

1.0 BID EVALUATION CRITERIA (BEC):

1.1 BEC (TECHNICAL)

The bidder must have successfully executed/completed "Similar work/ (s)*" having minimum executed / completed order value as mentioned below, in any of the preceding 07 years period reckoned from original bid due date:

*Similar works	Minimum Work Order Value		
	I (or)	II (or)	III
<p>"Similar Work" shall mean</p> <p>a) Electrical Project / Electrical Operations/Electrical Maintenance for Industry /Installations/Office.</p> <p>(OR)</p> <p>Electrical & Instrumentation Project/Electrical & Instrumentation Operations/ Electrical & Instrumentation Maintenance for Industry/ Installations/Office.</p>	<p>One (1) similar work order / contract with minimum Executed Value not less than Rs. 63.85 Lakhs.</p>	<p>Two (2) similar work orders / contracts with minimum Executed Value not less than Rs. 39.91 Lakhs each.</p>	<p>Three (3) similar work orders / contracts with minimum Executed Value not less than Rs.31.93 Lakhs each.</p>

Note: In case bidder has executed / completed a contract where there are many SOR items wherein the above specified works are also included, then the executed / completed value of only those specified works shall be considered for purpose of ascertaining compliance to technical BEC. In such cases, bidder has to provide execution / completion certificate issued by End User / Order issuing Authority towards execution / completion of the specified works.

Bidder should have valid Electrical Contractor License of any State of India issued by the competent authority in the name of the firm owned by the quoted party.

Additional Notes:

- Bidder has to compulsorily quote for BOTH PARTS in the SOR. Otherwise, bid shall not be considered for evaluation.
- In case the bidder is executing a rate/maintenance contract which is still running and the contract value executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed value/quantity mentioned in the BEC, such experience will also be taken into

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consideration provided the bidder has submitted satisfactory execution certificate issued by the end user.

- c) In case more than one contract are emanating against one tender, these contracts are to be considered as single contract for evaluation of credentials of a bidder for meeting their experience criteria.
- d) A job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting the requirement of BEC of the tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by statutory auditor of the Bidder towards payments of statutory taxes in support of the job executed for the Subsidiary/Fellow subsidiary/Holding company. Such Bidders should submit these documents in addition to the documents specified in the bidding document to meet BEC.
- e) Experience of bidder acquired as a sub-contractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.
- f) Bids from Consortium / Joint Venture shall not be accepted.
- g) In case the bidder does not meet the above technical BEC, the bid shall be liable for rejection.

1.2 BEC (FINANCIAL):

- i) **Average Annual Turnover:** The minimum average annual turnover achieved by the bidder as per their audited financial results of the preceding three financial years should be **Rs.39.91 Lakhs**
- ii) **Net Worth:** The Net Worth of the bidder should be positive for the preceding audited financial year.
- iii) **Working Capital:** The minimum working capital of the bidder for the preceding audited financial year should be **Rs. 7.99 Lakhs**

NOTE 2:

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

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.

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

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

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

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

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

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

(i) For Annual Turnover:

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

(ii) For Net-Worth & Working Capital:

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

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

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

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

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

1.4 Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids. After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation. 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.

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

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

NOT APPLICABLE

1.6 DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC

(A) BEC-Technical:

- I. To meet the Technical BEC, Bidder must submit the Detailed work order with detailed Schedule of Rates (SOR) along with Completion/ Execution Certificate.

The work order must clearly indicate as under:

- a) Name & Full Address of organization who has issued the work order.
- b) Nature of Work / Service along with various components / items.
- c) Completion time / Contract period
- d) Value of Work order

The Completion / Execution certificate must clearly indicate as under:

- a) Name & Full Address of organization who has issued the Completion / Execution Certificate
- b) Reference of relevant work order / Contract agreement / Letter of Award in completion / Execution certificate.
- c) Completed / Executed value of work.
- d) Actual date of completion of contract.

- II. ESIC registration Certificate, if the Locations of Service as defined in the scope of work fall under ESI implemented area
- III. PF registration Certificate.

(B) BEC-Financial:

DESCRIPTION	DOCUMENTS REQUIRED FOR QUALIFICATION
Annual Turnover, Net Worth and Working Capital	<ol style="list-style-type: none"> (a) Bidder shall submit "Details of financial capability of bidder" in prescribed formats available in tender documents [Refer Section for Forms and Formats] duly signed and stamped by a Chartered Accountant. (b) Bidder(s) shall submit copy of Audited annual financial statements of preceding 03 (Three) financial years along with un-priced bid.

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

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

i) Technical Criteria of Bid Evaluation Criteria (BEC):

Not Applicable.

ii) Financial Criteria of Bid Evaluation Criteria (BEC):

Bidder shall submit "Details of financial capability of Bidder" in prescribed format (F-10) duly signed and stamped by a chartered accountant/ Certified Public Accountant (CPA).

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

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

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

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

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

Note:

- 1.0 In case Supporting Company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.
- 2.0 The Financial BEC of tender is to be met by bidder on their own.
- 3.0 The Supporting Company shall meet conditions of 'Eligible Bidder', as per clause no. 2 of Section-III (ITB).
- 4.0 The clause 1.10 as below shall be applicable to above supporting company also.

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

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

1. OM no. 7/10/2021-PPD (1) dated 23.02.2023, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement no. 4) dated 23.02.2023.

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

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

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

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4. "Bidder from a country which shares a land border with India" for the purpose of this:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

5. "Beneficial owner" for the purpose of above (4) will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

Note:

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- (i) A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
 - (ii) However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]
- 7. "Transfer of Technology"** means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.).
- 8. "Specified Transfer of Technology"** means a transfer of technology in the sectors and/or technologies specified at Schedule-I, II & 3 of this order.
- 9. SUBMISSION OF CERTIFICATE IN BIDS:**
Bidder shall submit a certificate in this regard as Form-I-A.
For cases falling under the category of Transfer of Technology, Bidder shall submit a certificate in this regard as Form-I-B.
If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.
- 10.** The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

1.11 BID EVALUATION METHODOLOGY:

- i)** The price bids of only techno-commercially acceptable bidders shall be opened and will be considered for evaluation.
- ii)** A percentage ('above/plus' or 'below/minus') should be quoted in the Bill of Quantity/Price bid uploaded in excel format in the e-tender portal for item with displayed estimate rates.
- iii)** If the Percentage is not filled up in the BoQ / Price Bid or is not as per the requirements mentioned in the bidding documents, the bid shall not be considered for evaluation.
- iv)** Evaluation of bid shall be carried out on the lowest quoted **Total price basis** for both the Part A & Part B based on the Percentage quoted by the bidder for both parts within the band specified.

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- v) In case more than one bidder emerges as L1 based on the quoted **Total Price (Part A+Part B)**, then order shall be placed on the bidder having highest turnover in the last audited financial Year.
The awarded item rates will be proportionately changed depending on the quoted percentage.

Notes:

- 1) 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.

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Form-I-A to Section-II

UNDERTAKING ON LETTERHEAD

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

SUB: "HIRING OF AN AGENCY FOR ITEM RATE CONTRACT (IRC) OF ELECTRICAL MAINTENANCE, CALIBRATION OF EQUIPMENTS AND AIR-CONDITIONER MAINTENANCE ACROSS GNPL"

TENDER NO: IGGL/GHY/C&P/EMCACM/08-25

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s _____ (***Name of Bidder***) is:

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

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

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

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.

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 (IGGL)

SUB: "HIRING OF AN AGENCY FOR ITEM RATE CONTRACT (IRC) OF ELECTRICAL MAINTENANCE, CALIBRATION OF EQUIPMENTS AND AIR-CONDITIONER MAINTENANCE ACROSS GNPL"

TENDER NO: IGGL/GHY/C&P/EMCACM/08-25

Dear Sir

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

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

(ii) If having ToT from such a country, has been registered []
with the Competent Authority.

(Evidence of valid registration by the
Competent Authority shall be attached)

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

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

We further certify that bidder **M/s**_____ ***(Name of Bidder)*** will not sub-contract any work to a contractor having such ToT from such countries unless such contractor is registered with the Competent Authority.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Schedule-I

List of Category-I Sensitive Sectors:

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

Schedule-II

List of Category-II Sensitive Sectors:

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

Schedule-3

List of Sensitive Technologies

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

=====

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, 122A, NRL Centre, Christian Basti, G S Road, Guwahati, Assam-781005, India, and having Purchase center at hereinafter called "IGGL" which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

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

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

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

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such

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

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

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

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

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entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be Guwahati, Assam, India. The language of arbitration shall be English.

8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to IGGL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/Supplier. The Guarantor hereby expressly agrees that if in the opinion of IGGL, the Bidder / Supplier has failed to perform its obligations under the contract in any manner, IGGL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of IGGL about performance of the bidder/Supplier shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

OR

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

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

(Strike through the clause whichever is not applicable)

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

For & on behalf of (Supporting Company)

M/s _____

Signature_____

Name_____

Designation _____

official seal_____

Witness:

1.Signature_____

Full Name _____

Address_____

2.Signature_____

Full Name _____

Address_____

INSTRUCTIONS FOR FURNISHING GUARANTEE

1. The official(s) executing the guarantee should affix full signature(s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee

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Appendix-A2A to Section II

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

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

The above certificate should be enclosed along with the Guarantee

Appendix-A3 to Section II

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

To,

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

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "SUPPLIER" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA/FOA No. _____ dated _____ (herein after called CONTRACT) for Indradhanush Gas Grid Limited having registered office at 7TH Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati, Assam-781005 (herein after called the "IGGL" which expression shall wherever the context so require include its successors and assignees).

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

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

2. We (name of the bank) _____ registered under the laws of _____

=====

having head/registered office at _____
(hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by IGGL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by IGGL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that IGGL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that IGGL may have in relation to the 'SUPPORTING COMPANY's liabilities.
4. The Bank further agrees that IGGL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said SUPPLIER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in IGGL against the said SUPPLIER/ and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said SUPPLIER or for any forbearance, act or omission on the part of IGGL or any indulgence by IGGL to the said SUPPLIER(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of IGGL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till IGGL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of IGGL or that of the 'SUPPORTING COMPANY'.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

- =====
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs. / US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.
10. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.
11. Notwithstanding anything contained herein:
- a) The Bank's liability under this Guarantee shall not exceed (currency in figures)
..... (currency in words only)
- b) This Guarantee shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
- c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of IGGL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Yours faithfully,

Bank by its Constituted Attorney

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

E-mail:

Telephone/Mobile No.:

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Guwahati.
2. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser as per format appended below.
3. The Bank Guarantee shall be from any Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

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

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

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

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

Field Number	Particulars
7037	IGGL938956645

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

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

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

1	BANK GUARANTEE NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	BANK GUARANTEE AMOUNT	:				
4	PURCHASE ORDER/ LOA NO	:				
5	NATURE OF BANK GUARANTEE	:				
	(Please Tick (√) whichever is Applicable		PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
6	BG ISSUED BANK DETAILS					
(A)		EMAIL ID:				
(B)		ADDRESS:				
(C)		PHONE NO.:				

=====

SECTION-III

INSTRUCTION TO BIDDERS

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

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SECTION-III

INSTRUCTION TO BIDDERS

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

[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer. Employer/Owner/IGGL occurring herein under shall be considered synonymous.
- 1.2 **SCOPE OF BID:** The scope of work/ Services shall be as defined in the Bidding/Tender documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tender, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS:

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on Holiday 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 IGGL about their status regarding para 1 of clause 2.2 herein above on the 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 in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

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

- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
- (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

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

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

- 2.7 **Power of Attorney:**

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

The Power of Attorney shall be issued as per the constitution of the bidder as below:

- a) **In case of Proprietorship:** by Proprietor.
- b) **In case of Partnership:** by all Partners or Managing Partner.
- c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP.
- d) **In case of Public / Limited Company:** PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary /MD / CMD / CEO.

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- The Power of Attorney should be valid till award of contract / order to successful Bidder.
- 2.8 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to IGGL promptly. Failure to same shall be considered as misrepresentation by the bidder.
3. **BIDS FROM "JOINT VENTURE"/"CONSORTIUM": NOT APPLICABLE** (REFER BIDDING DATA SHEET (BDS))
4. **ONE BID PER BIDDER:**
- 4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:
- a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/Assemblies from one bidding manufacturer in more than one bid.
 - f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
 - g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister 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.

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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' issued in accordance with "ITB: Clause-8 & 9":

- Section-I: Invitation for Bid [IFB]*
- Section-II: BID EVALUATION CRITERIA [BEC] & Evaluation methodology
- Section-III: Instructions to Bidders [ITB], Annexures
- Section-IV: General Conditions of Contract [GCC]
- Section-V: Forms & Format
- Section-VI: Special Conditions of Contract [SCC], Scope of Work
- Section-VII: Schedule of Rates
- Section-VIII: Attachments

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

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

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

8. CLARIFICATION OF BIDDING DOCUMENTS:

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

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

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9. AMENDMENT OF BIDDING DOCUMENTS:

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

[C] – PREPARATION OF BIDS

10 LANGUAGES OF BID:

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

11. DOCUMENTS COMPRISING THE BID:

11.1 IN CASE OF MANUAL TENDERING:

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

- 11.1.1 **ENVELOPE-I: "TECHNO-COMMERCIAL/UN-PRICED BID"** shall contain the following:
- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
 - (b) 'Bidder's General Information', as per 'Form F-1'.
 - (c) Copies of documents, as specified in tender document.
 - (d) Copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item as a confirmation that the prices are quoted in requisite format.
 - (e) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
 - (f) 'Agreed Terms and Conditions', as per 'Form F-5'.
 - (g) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-6'
 - (h) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.

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- (i) 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), Declaration for Bid Security in original as per provision of ITB.
 - (k) ~~Undertaking as per Form-1 to Annexure-III to Section-III by MSE bidders and Bidders seeking preference under Policy for purchase preference to Public Procurement (Preference to make in India, PPP-MII), if applicable.~~
 - (l) ~~Undertaking as per Form-2 to Annexure-III to Section-III and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per Form-3 to Annexure-III to Section-III.~~
 - (m) Undertaking as per Form-I to Section-II regarding Provisions for Procurement from a Bidder which shares a land border with India
 - (n) All forms and Formats including Annexures.
 - (o) ~~'Integrity Pact' as per prescribed Form~~
 - (p) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-Tender) by the Authorized Signatory holding POA.
 - (q) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
 - (r) Any other information/details required as per Bidding Document.

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

11.1.2 ENVELOPE-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. IGGL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of 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

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the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

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

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

11.2 IN CASE OF E-TENDERING:

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

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

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

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

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11.2.2 PART-II: PRICE BID

The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 herein above and to uploaded in Financial Bid in the e-tender portal.

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

12 SCHEDULE OF RATES / BID PRICES

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

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

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

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

12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account, unless any price escalation/variation is allowed elsewhere in the Tender Document

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.

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12.7 Bidder shall also mention the Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN) at Agreed Terms & Conditions (Format-F-5).

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

13.1 Bidders are required to 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 Service Provider 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.

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- 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, it not registered yet.
However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** while evaluation of bid (if applicable as per Govt. Act/ Law in vogue). Where IGGL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.
- 13.8 In case IGGL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR.

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

If input tax credit is not available to IGGL for any reason not attributable to IGGL, then IGGL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff /recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by IGGL in future to the 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 Supplier of Goods / Services 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 / blacklisted, then the bids may be rejected by IGGL. Further, in case rating of bidder is negative / blacklisted after award of work, then IGGL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by IGGL.

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

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

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

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

13.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the 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).

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

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

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

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

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

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

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

14. **BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

15. **BID VALIDITY:**

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

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

16. **EARNEST MONEY DEPOSIT:**

16.1 Bid must be accompanied with earnest money deposit (**i.e. Earnest Money Deposit (EMD)**) also known as **Bid Security**) in the form of '**Demand Draft**' / '**Banker's Cheque**'/'**Insurance Surety Bond**'/'**Fixed Deposit Receipt**' [in favour of **Indradhanush Gas Grid Limited** payable at place mentioned in **BDS**] or '**Bank Guarantee**' (**including e-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

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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 IGGL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee (including e-Bank Guarantee)', the same shall be from any Indian scheduled Bank (excluding Co-operative Banks and Regional Rural Banks) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. Purchaser will verify the BG from issuing bank.
- 16.3 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.2" may be rejected by IGGL as non-responsive.
- 16.4 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.5 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.6 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:

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

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16A **DECLARATION FOR BID SECURITY**

Bidders who are exempted as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A.

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

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

kulajit.talukdar@iggl.co.in

tanveer.jalal@iggl.co.in

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

18. **FORMAT AND SIGNING OF BID**

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

19. **ZERO DEVIATION AND REJECTION CRITERIA:**

19.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. IGGL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note IGGL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. IGGL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence.

Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame, then its bid shall be evaluated based on the documents available in the bid.

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

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

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

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

20. **E-PAYMENT**

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

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[D] – SUBMISSION OF BIDS

21. SUBMISSION, SEALING AND MARKING OF BIDS

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

22. DEADLINE FOR SUBMISSION OF BIDS:

- 22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 22.2 ~~In case of manual tendering EMD (if applicable) along with bid must be submitted within the due date & time.~~
- 22.3 IGGL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 8 or 9 of ITB refers). In which case all rights and obligations of IGGL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on IGGL's website/E-tender website/ communicated to the bidders.

23. LATE BIDS:

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

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

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bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.

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

24. MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 IN CASE OF E- TENDERING

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

24.1.2 IN CASE OF MANUAL BIDDING:

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

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

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[E] – BID OPENING AND EVALUATION

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

- 25.1 IGGL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(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 till 10 (ten) days from the date of Notification of Award/FOA. A decision on representation will be taken by IGGL within 15 (fifteen) days of the receipt of the representation. Only a directly affected bidder can represent in this regard:
- i) Only a bidder who has participated in tender can make such representation.
 - ii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
- 25.3 However, following decisions of IGGL shall not be subject to review:
- a) Determination of the need for procurement;
 - b) Selection of the mode of procurement or bidding system;
 - c) Choice of selection procedure;
 - d) Provisions limiting participation of bidders in the procurement process;
 - e) The decision to enter into negotiations with the L1 bidder;
 - f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
 - g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
 - h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible

26. BID OPENING

26.1 *Unpriced Bid Opening:*

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

26.2 *Priced Bid Opening:*

- 26.2.1 IGGL will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive. Techno-commercial bid evaluation status will be uploaded in CPP portal

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for information to all bidders (including techno-commercially not qualified Bidders). Price bids are to be opened in the presence of only techno-commercially acceptable bidders, who are willing to attend the bid opening, at a pre-publicised date, time and place or on the portal in case of e-procurement.

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

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

27. CONFIDENTIALITY:

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

28. CONTACTING THE EMPLOYER:

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

28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

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

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30. CORRECTION OF ERRORS:

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

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

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

30.3 The above provision of Correction of Error shall not be applicable for tenders invited in GePNIC portal.

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31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS:

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

32. EVALUATION AND COMPARISON OF BIDS

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

33. COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE

34. PURCHASE PREFERENCE: [FOR APPLICABILITY OF THIS CLAUSE, REFER BDS]

Purchase preference to Micro & Small Enterprises (MSEs) is not applicable for WORKS contract.

Purchase preference as per policy to provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 / ~~Domestically Manufactured Telecom Products (DMTP)~~ shall be allowed as per Government instructions in vogue, as applicable from time to time.

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

[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, the address on which contract is to be placed".

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

36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE:

- 36.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by IGGL either by E - mail /Letter or

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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 / SAP PO without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance / SAP PO only.

- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".
- 36.3 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", IGGL will promptly discharge his 'Earnest Money / Bid Security (if applicable)', pursuant to "ITB: Clause-16"
- 36.4 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- 36.5 IGGL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to IGGL.

37. SIGNING OF AGREEMENT

- 37.1 The successful Bidder/Service Provider shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Service Provider] and of 'State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]/Notification of Award" 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/Action as per Bid Security declaration. However, signing of Agreement shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 10 Lakh (exclusive of GST).
- 37.2 The format for signing Contract Agreement in English is attached with this Bidding Document.

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

38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from IGGL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Insurance Surety Bond or Fixed Deposit Receipt or Bank Guarantee (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 where in the individual order/contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).

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

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

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

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

Field Number	Particulars
7037	IGGL938956645

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

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

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

SD / CPBG @ 10% of Total Order / Contract value in case contract period is less than one year or 10% of Annualized Order /Contract value in case contract period is more than one year; within 30 days of FOA/notification of award.

OR

Initial security deposit (ISD) @ 2.5% of Total Order / Contract value in case contract period is less than one year or 2.5% of Annualized Order / Contract value in case contract period is more than one year; within 30 days of FOA/notification of award and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Total Order / Contract value in case contract period is less than one year or 10% of Annualized Order / Contract value in case contract period is more than one year.

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

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

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

38.6 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to IGGL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by IGGL.

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

While remitting such online transaction, the bidder must indicate "**Security Deposit/ Contract Performance Security against FOA/LOA/SAP PO no. _____ (contractor to specify the FOA/LOA/SAP PO 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/Notification of Award.

38.8 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by IGGL. The forfeiture amount will be subject to final decision of IGGL based on other terms and conditions of order/ contract.

38.9 The Contractor will also submit covering letter along with CPS as per format at F-4.

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

38.11 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.

38.12 The first payment to contractor/ vendor/supplier is to be released only after submission of Contract Performance Security (CPS)/ Security Deposit (SD). Alternatively, Security Deposit can be deducted from the due payment of contractor/ vendor/supplier against such order/ contract as an exception.

38.13 **Non submission of Security Deposit (SD) on Time:** In case, IGGL allows additional time for submission of CPBG/SD beyond 30 days, a penal interest of Marginal Cost of Fund based Lending Rate (MCLR) for one year charged by SBI (applicable on due date of submission of CPBG/SD i.e., 30th day after issuance of 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/Notification of Award.

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

- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-IV which shall supersede the Annexure attached with the GCC.
- 39.2 The Fraud Prevention Policy document is available on IGGL's website (<https://iggl.co.in>)
- 39.3 Name and contact details of nodal officer are mentioned in BDS.

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

Not with standing anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the 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", the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Indradhanush Gas Grid Limited (IGGL), to such 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 IGGL, such decision of IGGL 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 [Not Applicable for instant tender being Percentage Tendering]

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

- ~~I) Rates as per SOR, quoted by the Contractor/Bidder.~~
- ~~II) Rate of the item, which shall be derived as follows:~~

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- 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 in Annexure-V to ITB herewith, which shall supersede the Annexure attached with the GCC.

43 INCOME TAX & CORPORATE TAX

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

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

43. TDS

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

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

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

(I) Twice the rate mentioned in relevant TDS section.

(II) Twice the rate or rates in force

(III) 5%

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL:

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

Accordingly, service provider should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs or as amended from time to time. As provided in the notification, in case service provider do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

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

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44. DISPUTE RESOLUTION MECHANISM

44.1 QUARTERLY CLOSURE OF THE CONTRACT

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

Vendors/Contractors are required to co-operate with EIC for proper implementation of this mechanism for smooth execution of the contract.” For applicability of ‘Quarterly Closure’, please refer BDS.

44.2 CONCILIATION AND ARBITRATION

1.0 CONCILIATION

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

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

2.0 ARBITRATION

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

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause no. 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration: -

2.1 On invocation of the Arbitration clause by either party, IGGL shall suggest a panel of three independent and distinguished persons (Retd Supreme Court & High Court Judges only) to the other party to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from IGGL suggesting the

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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 Contractor / Vendor / Bidder in corrupt / fraudulent / collusive / coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
- c) Dispute(s) / issue(s) wherein the decision of Engineer-In-Charge / owner / IGGL has been made final and binding in terms of the Contract.

2.7 Disputes involving claims below Rs 25 Lakhs and above Rs. 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**.

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

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

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

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

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

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

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.

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47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS:

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

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

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

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

As mentioned in Section-II, Prior turnover and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document and submission of document specified in Section -II. Further, the Startups are also exempted from submission of EMDs (if applicable).

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

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

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

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

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

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51. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

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

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

52. DOCUMENTS FOR PAYMENT:

Payment terms shall be as mentioned in GCC-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 has implemented Bill Tracking System (BTS). Supplier/Vendor must forward their invoice through BTS (<https://vendor.iggl.co.in/>) by uploading a digital copy of the invoice in the portal.

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

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

53. 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.
- (iv) However, subletting of WHOLE WORKS is prohibited.

54. RESTRICTING PARTICIPATION OF NCLT REFERRED BIDDERS

- (i) Offer from the following type of bidders/members of consortium will not be considered:
 - a) Bidders who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).
 - b) Bidders whose resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage of evaluation of bid.

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- (ii) It will be responsibility of the bidder/contractor/vendor to inform IGGL within 15 (Fifteen) days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code.
 - (iii) If bidder fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any latter stage, their offer is liable to be rejected by IGGL.
 - (iv) IGGL reserve the right to cancel / terminate the contract without any liability on the part of IGGL immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.

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

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Annexure-I to Section-III

ADDENDUM TO INSTRUCTIONS TO BIDDERS

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

Available on Govt. CPP Portal- <https://etenders.gov.in/eprocure/app>
<https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>

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Annexure-II to Section-III

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.1	The Employer/Owner is: Indradhanush Gas Grid Limited				
	The Invitation for Bids/ Tender no is: IGGL/GHY/C&P/EMCACM/08-25				
	The name of the Works to be performed is: "HIRING OF AN AGENCY FOR ITEM RATE CONTRACT (IRC) OF ELECTRICAL MAINTENANCE, CALIBRATION OF EQUIPMENTS AND AIR-CONDITIONER MAINTENANCE ACROSS GNPL"				
3	<p>BIDS FROM CONSORTIUM/ JOINT VENTURE</p> <table border="1"> <tr> <td>APPLICABLE</td> <td><input type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	<p>For clarification purposes only, the communication address is: Attention: Kulajit Talukdar, General Manager (C &P) Street Address: Indradhanush Gas Grid Limited (IGGL) 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005 Country: INDIA Email: kulajit.talukdar@iggl.co.in</p>				
C. PREPARATION OF BIDS					
ITB clause	Description				
11.1.1	<p>Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid): SCC/Scope of Work refers.</p> <p>- As per Bid Evaluation Criteria (BEC) section-II of this tender.</p>				
12	<p>Additional Provision for Schedule of Rate/ Bid Price are as under:</p> <p>- <u>NIL</u></p>				

12 & 13	Whether IGGL will be able to avail input tax credit in the instant tender								
	<table border="1"> <tr> <td data-bbox="568 338 624 371">YES</td><td data-bbox="855 349 991 416"><input type="checkbox"/></td></tr> <tr> <td data-bbox="568 450 624 483">NO</td><td data-bbox="855 450 991 517"><input checked="" type="checkbox"/></td></tr> </table>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>				
YES	<input type="checkbox"/>								
NO	<input checked="" type="checkbox"/>								
	Details of Buyer:								
	<table border="1"> <tr> <td data-bbox="408 629 647 707">Services to be rendered at</td><td data-bbox="668 629 1444 719">Indradhanush Gas Grid Limited As per Scope of Work</td></tr> <tr> <td data-bbox="408 752 536 786">PAN No.</td><td data-bbox="668 752 839 786">AAECI9589F</td></tr> <tr> <td data-bbox="408 797 520 831">GST no.</td><td data-bbox="668 797 932 831">18AAECI9589F1ZZ</td></tr> <tr> <td data-bbox="408 842 647 920">IGGL Bank details</td><td data-bbox="668 842 1444 1122"> Account holder's name: INDRADHANUSH GAS GRID LIMITED Bank Name: State Bank of India Account No.: Current A/C No. 37967639273 IFSC Code: SBIN0003030 BRANCH: Dispur Branch, Guwahati, ASSAM-781006 </td></tr> </table>	Services to be rendered at	Indradhanush Gas Grid Limited As per Scope of Work	PAN No.	AAECI9589F	GST no.	18AAECI9589F1ZZ	IGGL Bank details	Account holder's name: INDRADHANUSH GAS GRID LIMITED Bank Name: State Bank of India Account No.: Current A/C No. 37967639273 IFSC Code: SBIN0003030 BRANCH: Dispur Branch, Guwahati, ASSAM-781006
Services to be rendered at	Indradhanush Gas Grid Limited As per Scope of Work								
PAN No.	AAECI9589F								
GST no.	18AAECI9589F1ZZ								
IGGL Bank details	Account holder's name: INDRADHANUSH GAS GRID LIMITED Bank Name: State Bank of India Account No.: Current A/C No. 37967639273 IFSC Code: SBIN0003030 BRANCH: Dispur Branch, Guwahati, ASSAM-781006								
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	<p>In case 'Earnest Money / Bid Security' (if applicable) is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of Indradhanush Gas Grid Limited payable at GUWAHATI.</p> <p>In case of submission through online banking transaction i.e., IMPS / NEFT / RTGS / SWIFT, etc, the details of IGGL's Bank account are as under:</p> <p>Account Holder's Name: INDRADHANUSH GAS GRID LIMITED Account Number: Current A/C No. 37967639273 IFSC Code: SBIN0003030 BRANCH: Dispur Branch, Guwahati, ASSAM-781006</p> <p><u>Bidder to mention reference no. "EMD/....." in narration while remitting the EMD / Bid Security amount and to mention reference no. "CPS/....." in narration while remitting the CPS amount in IGGL's Bank Account.</u></p>								

D. SUBMISSION AND OPENING OF BIDS					
ITB clause	Description				
4.0 of IFB	For the submission of physical document as per clause no. 4.0 of IFB, the Owner's address is: Attention: Kulajit Talukdar, General Manager(C&P) Street Address: Indradhanush Gas Grid Limited (IGGL) 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005 Country: INDIA				
26	The bid opening shall take place at: - Online at CPP portal				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
32	Evaluation Methodology is mentioned in Section-II.				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	State of INDIA which stamp paper is required for Contract Agreement: <u>ASSAM</u>				
38	Contract Performance Security/ Security Deposit <table border="1"> <tr> <td>APPLICABLE</td><td><input checked="checked" type="checkbox"/></td></tr> <tr> <td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr> </table> <p><u>The value/ amount of Contract Performance Security/ Security Deposit</u> (Refer ITB Clause 38 for more details)</p>	APPLICABLE	<input checked="checked" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="checked" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
39.3	Name and contact details of nodal officer are as under: Shri Kulajit Talukdar, General Manager (C&P) Tel: 9531101226/8 Email: kulajit.talukdar@iggl.co.in				

	<p>Whether tendered item is non-splitable or not-divisible:</p> <table border="1"> <tr> <td>YES</td><td><input checked="" type="checkbox"/></td></tr> <tr> <td>NO</td><td><input type="checkbox"/></td></tr> </table>	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>				
NO	<input type="checkbox"/>				
41	<p>Provision of AHR Item:</p> <table border="1"> <tr> <td>APPLICABLE</td><td><input type="checkbox"/></td></tr> <tr> <td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
44.1	<p>Quarterly Closure of Contract</p> <table border="1"> <tr> <td>APPLICABLE</td><td><input type="checkbox"/></td></tr> <tr> <td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
	<p>Bonus for Early Completion:</p> <table border="1"> <tr> <td>APPLICABLE</td><td><input type="checkbox"/></td></tr> <tr> <td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
49	<p>Applicability of provisions relating to Start-ups:</p> <table border="1"> <tr> <td>APPLICABLE</td><td><input type="checkbox"/></td></tr> <tr> <td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
	<p>Defect Liability Period:</p> <table border="1"> <tr> <td>APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr> <tr> <td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr> </table> <p>(03 months from the date of completion of contract)</p>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				

<p>40</p>	<p>Applicability of provisions relating to MSE:</p> <table border="1"> <tr> <td data-bbox="400 331 735 421">APPLICABLE</td> <td data-bbox="735 331 1074 421"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="400 421 735 510">NOT APPLICABLE</td> <td data-bbox="735 421 1074 510"><input checked="" type="checkbox"/></td> </tr> </table> <p>The Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 is not applicable for tender for procurement of Works. As such, no purchase preference will be given to participating MSE bidders.</p>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
	<p>Applicability of provisions relating to PPP-MII:</p> <table border="1"> <tr> <td data-bbox="400 864 735 954">APPLICABLE</td> <td data-bbox="735 864 1074 954"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="400 954 735 1043">NOT APPLICABLE</td> <td data-bbox="735 954 1074 1043"><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				

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ANNEXURE-III TO SECTION-III

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

- 1.0 Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG- Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications.
- 2.0 The Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT to encourage 'Make in India' and promote manufacturing & production of goods and services in India with a view to enhancing income and employment.

DEFINITIONS:-

- (i) **Local Content** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.
Further Local value addition through services such as transportation, insurance, installation, commissioning, training, and after sale support like AMC/CMC etc. shall be considered in local content calculation.
- (ii) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of equal to or more than 50%.
'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of more than 20% but less than 50%.
'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- (iii) **L1** mean the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per tender or other procurement solicitation.
- (iv) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for purpose of purchase Preference.

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- (v) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas.
 - (vi) **Procuring Entity** means Indradhanush Gas Grid Limited (IGGL).
 - (vii) **Works** means all the works as per Rule 130 of GFR-2017 also include 'turnkeyworks'

4.0 **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

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

- (a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.
- (b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry/ International Competitive bidding has been issued. In global tender enquiries/ International Competitive bidding 'Non local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- (c) Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts
- (d) HP-HT Operations in upstream oil and gas business activities shall be exempted from this order

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

- (a) Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.
- (b) In the procurements of goods or works which are covered by para 5 (b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within

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- the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) In the procurements of goods or works which are covered by para 5 (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure.
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
 - iv. "Class-II local supplier" will not get purchase preference in any procurement.
- d) **Applicability in tenders where contract is to be awarded to multiple bidders** - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise which are covered by para 5 (b), the 'Class- I local supplier' shall get purchase preference over 'Class II - local supplier' as well as 'Non-local supplier', as per following procedure:
- i) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/ 'Non local suppliers' provided that their quoted

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

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

7.0 In case a bidder (Class-I Local supplier) is eligible to seek benefit under Policy for Preference under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PPP-MII and MSE policy in Form-1. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy

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

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

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

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8.0 Example to deal Various situations in case a bidder is eligible to seek benefit under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012):

(I) Non divisible item

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

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

L3 bidder is MSE bidder (prices within 15%)

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

(II) Divisible item-Case 1

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

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

L3 bidder is MSE bidder (within 15%)

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

(III) Divisible item-Case 2

L1 bidder is non MSE, Non Local supplier/ Class-II as per PPP-MII
L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)

L3 bidder is MSE bidder (within 15%)

L4 bidder is MSE bidder (within 15%)

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

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- (IV) In case L1 bidder is MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PPP- MII.
 - (V) In case L1 bidder is a Local supplier as per PPP-MII, purchase preference shall be resorted to MSE bidder as per PPP 2012 only.

8.0 VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION

- a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide **self-certification** (as per proforma at Form-2) that the item offered meets the minimum local content for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.
- b. VOID
- c. In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Authority who is empowered to look into procurement related complaints.
- d. Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with IGGL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
- e. In case of false declarations, IGGL shall initiate action for banning such manufacturer/supplier/service provider as per as per IGGL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- f. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.
- g. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-

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Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

- ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
- iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

9.0 **RECIPROCITY CLAUSE**

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
- iii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

FORM-1 TO ANNEXURE-III TO SECTION-III

[NOT APPLICABLE FOR WORKS TENDER]

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

To,

M/s INDRADHANUSH GAS GRID LIMITED

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

SUB:

TENDER NO:

Dear Sir

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

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

Note:

- (i) Please indicate your preference against only one policy.
- (ii) The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- (iii) In case a bidder is eligible to seek benefit under PPP-MII order as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PPP-MII and MSE policy.
- (iv) In case a MSEs bidder opts for purchase preference based on PPP-MII order, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders
- (v) The option once exercised cannot be modified subsequently.
- (vi) In case MSE bidder is opting the PPP-MII policy and emerges other than L1 bidder, then only Purchase Preference as per PPP-MSE policy is not applicable.

Place: _____ [Signature of Authorized Signatory of Bidder]

Date: _____ Name:

_____ Designation:-

_____ Seal:

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FORM-2 TO ANNEXURE-III TO SECTION-III

[NOT APPLICABLE FOR THIS TENDER]

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

To,

M/s INDRADHANUSH GAS GRID LIMITED

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

SUB:

TENDER NO:

Dear Sir

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

Class-I Local supplier { }

Class-II Local Supplier { }

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

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

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

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

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

Place: _____ [Signature of Authorized Signatory of Bidder]

Date: _____ Name:

_____ Designation:

_____ Seal:

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FORM-3 TO ANNEXURE-III TO SECTION-III

[NOT APPLICABLE FOR THIS TENDER]

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

To,

M/s INDRADHANUSH GAS GRID LIMITED

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

SUB:

TENDER NO:

Dear Sir

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

Class-I Local supplier { }

Class-II Local Supplier { }

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

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

Name of Audit Firm: _____ [Signature of Authorized Signatory]

Date: _____ Name:

Designation:

Seal:

Membership No.

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ANNEXURE-IV

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

A Definitions:

- A.1 "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
"Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A2 "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.
- A3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 "Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency"
- A.6 "Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 "Competent Authority" shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the "Director" concerned.
- A.8 "Allied Agency" shall mean all concerns which come within the sphere of effective influence of the banned/suspended agency shall be treated as allied agency. In determining this, the following factors may be taken into consideration:
- Whether the management is common;
 - Majority interest in the management is held by the partners or directors of banned/ suspended agency;
 - Substantial or majority shares are owned by the banned/ suspended agency and by virtue of this it has a controlling voice.
 - Directly or indirectly controls, or is controlled by or is under common control with another bidder.
 - All successor agency will also be considered as allied agency.
- A.9 "Investigating Agency" shall mean any department or unit of IGGL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the IGGL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.
- A.10 "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

Suspension of order/ contract:

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

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

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

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

Sl. No.	Description	Period of banning from the date of issuance of Banning order
1	<p>Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process.</p> <p>For example, if an agency confirms not being in holiday in IGGL /PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.</p>	06 Months

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

C Effect of banning on other ongoing contracts/ tenders

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

- 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 agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from IGGL. The competent authority to approve the suspension will be same as that for according approval for banning.

D 3 Effect of Suspension of business:

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

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

F. Appeal against the Decision of the Competent Authority:

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

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ANNEXURE-V

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

1.0 GENERAL

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

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

2.0 OBJECTIVE

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

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

3.0 METHODOLOGY

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

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

4.0 **EXCLUSIONS:**

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

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

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

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

5.1 FOR PROJECTS

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

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

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

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - (a) **First Instance: Holiday (Red Card) for One Year**
 - (b) **Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Two Years**
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
 - (a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Two (2) Years.
 - (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year**
 - (c) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Two Years.**
- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under Clause no. 2.17.3 of GCC-Services)
 - (a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Two (2) Years.

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 Vendor/ Supplier/Contractor/ Consultant to improve their performance.

5.2 FOR CONSULTANCY JOBS

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

5.3 FOR OPERATION & MAINTENANCE

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

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

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

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

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

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

- (a) **First Instance: Holiday (Red Card) for One Year**
- (b) **Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Two Years**

2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):

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

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant under Clause no. 2.17.3 of GCC-Services)

- (a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Two (2) Year.

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Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to 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

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

7.3. Effect on other ongoing tendering:

7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

7.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.

7.3.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list. Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to IGGL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

10. **APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:**

(a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.

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

(c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

(d) "Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

11. **ERRANT BIDDER**

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

Further, such bidder will be put on Watch List (Yellow Card) for a period of two years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

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

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

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

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

	For Normal Cases : No Defects/ No Deviation/ No failure:	40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure 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 (IGGL) PERFORMANCE RATING DATA SHEET (FOR O&M)

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	- Failure of severe nature - 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

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SECTION-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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

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SECTION-V

FORMS & FORMAT

LIST OF FORMS & FORMATS

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-2A	PROFORMA OF DECLARATION FOR BID SECURITY
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8	CHECK LIST
F-8(A)	CHECK LIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	BIDDER'S QUERIES FOR PRE-BID MEETING
F-12	E-BANKING FORMAT
F-13	FREQUENTLY ASKED QUESTIONS (FAQ)
F-14	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-15	DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE 2016
F-16	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/Security Deposit
	INTEGRITY PACT IS ATTACHED AS ANNEXURE-II TO SECTION-VIII

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/EMCACM/08-25(**E-TENDER NO. IGGL-100089**)

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/LLP/Public Limited/Pvt. Limited/Govt. Dept./PSU/Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor / Partners / Directors of the firm/company [As per Cl. No. 4.0 of ITB]	
3b	Name of Power of Attorney Holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office:	City: District: State: PIN/ZIP:
6	Bidder's address where order/contract is to be placed.	City: District: State: PIN/ZIP:
7	Address from where Goods/Services are to be dispatched/provided along with GST no. (In case supply of 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 of address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.)

9	E-mail address	
10	Website	
11	Mobile Number:	_____
12	ISO Certification, if any	{If yes, please furnish details}
13	PAN No.	[Enclose copy of PAN Card]
14	GST No. (refer sl. no. 7 above)	[Enclose copy of GST Certificate]
15	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
16	ESI code No.	[Enclose copy of relevant document]
17	Whether Bidder is Startups or not	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No.49)
	In case of Start-up confirm the following: (i) Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration] (ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.100 Crores.	

Note: * IGGL intends to place the order/contract directly on the address from where Goods are produced/dispatched or Services are rendered. In case, bidder wants order/ contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed.

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

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

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

Dear Sir(s),

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

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

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

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

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

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

Name
 Designation

WITNESS:

(SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per
 Power of Attorney No. _____

Date: _____

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB" Clause-16.2"
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.

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

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

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

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

Field Number	Particulars
7037	IGGL938956645

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

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

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-----XXXXXXXX-----

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

1	BANK GUARANTEE NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	BANK GUARANTEE AMOUNT	:				
4	TENDER NO.	:				
5	NATURE OF BANK GUARANTEE	:				
	(Please Tick (v) whichever is Applicable		PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
6	BG ISSUED BANK DETAILS					
(A)		EMAIL ID:				
(B)		ADDRESS:				
(C)		PHONE NO.:				

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F-2A

DECLARATION FOR BID SECURITY

To,

M/s INDRADHANUSH GAS GRID LIMITED (IGGL)

SUB: "HIRING OF AN AGENCY FOR ITEM RATE CONTRACT (IRC) OF ELECTRICAL MAINTENANCE, CALIBRATION OF EQUIPMENTS AND AIR-CONDITIONER MAINTENANCE ACROSS GNPL"

TENDER NO: E-Tender No. IGGL-100089

Dear Sir,

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

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

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

- (a) Have withdrawn/ modified/amended, impairs or derogates from the tender, my/ our Bid during the period of bid validity specified in the form of Bid, or
- (b) Having been notified of the acceptance of our Bid by the INDRADHANUSH GAS GRID LIMITED (IGGL) during the period of Bid Validity:
 - i. Fail of refuse to execute the contract, if required, or
 - ii. Fail of refuse to furnish the contract performance security, in accordance provision of the tender document.
 - iii. Fail or refuse to accept "arithmetical correction" as per provision of the tender document.
- (c) Having indulged in corrupt/fraudulent/ collusive / coercive practice as per procedure.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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F-3

LETTER OF AUTHORITY

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

Ref:

Date:

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/EMCACM/08-25 (**E-TENDER NO. IGGL-100089**)

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 Document:

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

F-4

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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

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

Dear Sir(s),

M/s. _____ having
registered office at _____ (herein after called the
"contractor/supplier" which expression shall wherever the context so require include its
successors and assignees) have been placed/awarded the job/work
of _____ vide PO/LOA/FOA No. _____ dated
_____ for **Indradhanush Gas Grid Limited (IGGL)** having registered office at 7th
Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati, Assam-781005 (herein after
called the "IGGL" which expression shall wherever the context so require includes its
successors and assignees).

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

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

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

- =====
- demand pay without demur, contest, protest and/ or without any recourse to the contractor to IGGL in such manner as IGGL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
 3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
 4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
 5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by IGGL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by IGGL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s _____ (contractor) on whose behalf this guarantee is issued.
 6. Bank also agrees that IGGL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against

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

7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by IGGL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Guwahati.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.
10. Notwithstanding anything contained herein:
 - a) The Bank's liability under this Guarantee shall not exceed (currency in figures)
..... (currency in words only)
 - b) This Guarantee shall remain in force upto _____(this date should be three months beyond the expiry date of defect liability period of the contract) and any extension(s) thereof; and
 - c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of
.....(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of IGGL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

Name

Designation

Yours faithfully,

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

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INSTRUCTIONS FOR FURNISHING

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

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

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

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

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

Field Number	Particulars
7037	IGGL938956645

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

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

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Annexure

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

1	BANK GUARANTEE NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	BANK GUARANTEE AMOUNT	:				
4	PURCHASE ORDER/ LOA NO	:				
5	NATURE OF BANK GUARANTEE	:				
	(Please Tick (✓) Whichever is Applicable		PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
6	BG ISSUED BANK DETAILS					
(A)		EMAIL ID :				
(B)		ADDRESS :				
(C)		PHONE NO :				

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F-5
AGREED TERMS & CONDITIONS

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/EMCACM/08-25(**E-TENDER NO. IGGL-100089**)

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

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
7.	Confirm that Contract Performance Security shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. In case of delay, the bills shall be submitted after deducting the price reduction due to delay	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details (if applicable): a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG] OR Bidder furnishes bid security declaration [applicable for 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.	

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	
20.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid.	
21.	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will be deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.	
22.	<p><u>Holiday/Banning & Liquidation, Court Receivership:</u></p> <p>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.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of IGGL or the Ministry of Petroleum and Natural Gas.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'. 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.</p>	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
23.	Bidder confirms that they have read and understood the General Conditions of Contract available along with this tender document in the CPP portal & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.	
24.	Bidder certifies that they would adhere to the Fraud Prevention Policy of IGGL [available on IGGL's website (www.iggl.co.in)] and shall not indulge themselves or allow others (working in IGGL) to indulge in fraudulent activities and that they would immediately apprise IGGL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of IGGL is liable to be treated as crime and dealt with by the procedures of IGGL as applicable from time to time.	
25.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be dealt as per clause 13.13 of ITB.	
26.	Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender) 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 terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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F-6

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/EMCACM/08-25(E-TENDER NO. IGGL-100089)

Dear Sir,

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

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

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

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

Reasons for non-submission of bid:

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

F-7

BIDDER'S EXPERIENCE

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/EMCACM/08-25(**E-TENDER NO. IGGL-100089**)

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

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, corrigendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	EMD/Bid Security/Declaration for Bid Security [as applicable] as per provisions of Tender		
iii	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) of bidding document along with drawings and corrigendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Details of documentary proof required against BEC Criteria		
Vi	Confirm submission of document along with unpriced bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly digitally signed (in case of e-bidding)/ Signed and Stamped (in case of manual bidding) by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		
5.0	Confirm that annual reports for last three financial years & duly filled in Form 10 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		
6.0	Confirm that Undertaking as per Form 1 of Annexure-III to Section-III has been submitted (applicable for MSE and PPP-MII bidder).		Not Applicable for Works Tender

7.0	Confirm that Undertaking as per Form-2 to Annexure-III to Section-III and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per Form-3 to Annexure-III to Section-III are submitted		
8.0	Confirm that Undertaking as per Form-1 to Section-II have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)		
9.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(A)		

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-8(A)

CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS

(Refer Section II of Tender document)

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
Technical BEC					
1.1	Experience Criteria	<p>To meet the Technical BEC, Bidder must submit the work order / Contract Agreement / Letter of Award along with Completion/ Execution Certificate.</p> <p>The work order / contract agreement / Letter of Award must clearly indicate as under:</p> <ul style="list-style-type: none"> a) Name & Full Address of organization who has issued the work order. b) Nature of Work / Service along with various components / items. c) Completion time / Contract period d) Value of Work order/ Contract Agreement/ Letter of Award <p>The Completion / Execution certificate must clearly indicate as under:</p> <ul style="list-style-type: none"> a) Name & Full Address of organization who has issued the Completion / Execution Certificate b) Reference of relevant work order / Contract agreement / Letter of Award in completion / Execution certificate. c) Completed / Executed value of work. d) Actual date of completion of contract. 		Yes/No	

1.1 Additional Notes	Job executed for Subsidiary / Fellow subsidiary/ Holding company.	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company.		Yes/No	
1.4	Experience of bidder acquired as a subcontractor	Certificate from end user		Yes/No	
Financial BEC					
1.	Average Annual Turn Over	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for preceding three Audited Financial Years.		Yes/No	
2.	Net Worth	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.		Yes/No	
3.	Working Capital	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (in prescribed format) from their bank having net worth not less than Rs.100 Crores, confirming the availability of line of credit for at least working capital requirement as stated above.		Yes/No	
4.	Format for Details of financial capability of Bidder	Bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA).	Submitted		

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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F-9

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

(To be provided on Bank's letter head)

Date:

To,
M/s. IGGL

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Email Id :

Contact No. :

Stamp

Note:

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

F-10**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER**

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

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

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

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

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

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

Refer Instructions*Note:**

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

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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

(Page 1 of 2)

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INSTRUCTIONS:

1. The Separate Pro-forma shall be used for each member in case of JV/Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
4. For the purpose of this Tender document:
 - a. **Annual Turnover** shall be "Revenue from operation" as per profit & Loss account of audited annual financial statements.
 - b. **Working Capital** shall be "Current Assets less Current liabilities" and
 - c. **Net Worth** shall be aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
5. In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/ incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.
6. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
7. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

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F-11

BIDDER'S QUERIES FOR PRE-BID MEETING

To,

M/s. IGGL

TENDER NO: IGGL/GHY/C&P/EMCACM/08-25**(E –TENDER NO. IGGL-100089)**

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 : _____

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F-12

E-Banking Mandate Form

(To be issued on vendor's letter head)

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

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Date

(Signature of authorized officer of bank)

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F-13**FREQUENTLY ASKED QUESTIONS (FAQs)**

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

All the terms and conditions of Tender remain unaltered.

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F-14

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

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

To,
M/s IGGL

.....

SUB: "HIRING OF AN AGENCY FOR ITEM RATE CONTRACT (IRC) OF ELECTRICAL MAINTENANCE, CALIBRATION OF EQUIPMENTS AND AIR-CONDITIONER MAINTENANCE ACROSS GNPL"

LOA NO:

Dear Sir,

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

- (i) Applicable to us []
- (ii) Not Applicable to us []

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

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

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

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F-15

DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY
CODE 2016

To,

M/s IGGL

.....

SUB: "HIRING OF AN AGENCY FOR ITEM RATE CONTRACT (IRC) OF ELECTRICAL MAINTENANCE, CALIBRATION OF EQUIPMENTS AND AIR-CONDITIONER MAINTENANCE ACROSS GNPL"

Tender No.: IGGL/GHY/C&P/EMCACM/08-25(**E –TENDER NO. IGGL-100089**)

Dear Sir,

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

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

OR

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

(a) _____

(b) _____

(c) _____

(Attach details in separate sheet)

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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F-16

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

[On the Letter-head of Contractor]

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

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

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

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

Place: _____ [Signature of Authorized Signatory of Contractor]

Date: _____ Name: _____

Designation: _____

Seal: _____

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SECTION-VI

SPECIAL CONDITIONS OF CONTRACT

&

SCOPE OF WORK

1.0 SPECIAL CONDITIONS OF CONTRACT

GENERAL

- 1.1 Special Condition of Contract shall be read in Conjunction with the General Conditions of Contract, specification of work, Drawing 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 override the provisions of the General Condition 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 cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.5 In case of an irreconcilable conflict between Indian and other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the decision of IGGL/ Engineer-In-Charge (EIC) shall be final.
- 1.6 It will be Contractor's responsibility to bring to the notice of EIC any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.
- 1.7 In the absence of any specifications covering any material, design of work(s), the same shall be performed/supplied/executed in accordance with Standard Engineering Practice as per the instructions/directions of the EIC, which will be binding on the Contractor.
- 1.8 All the work specifically mentioned in the tender document is under the scope of the contractor. All other works not specifically mentioned but required for successfully execution of the work shall also be performed by the contractor and payment shall be paid as per the terms and conditions mentioned elsewhere in this document.
- 1.9 The quoted rates for Part-B shall include all costs of transportation of material to and from the premises as and when required. Nothing extra is payable on this account. Transportation of any wastage, exchange of rejected or defective material, surplus material etc. shall have to be arranged by the tenderer/contractor at his own risk and costs. Also, any material brought inside or taken out of the premises shall have necessary prior permission to do so.
- 1.10 The quoted rates for Part-B shall also include VAT, duties and royalties and any other tax. The rates shall also be deemed to cover working under any adverse conditions that may be required at the convenience of the occupants and under the supervision of the contractor.

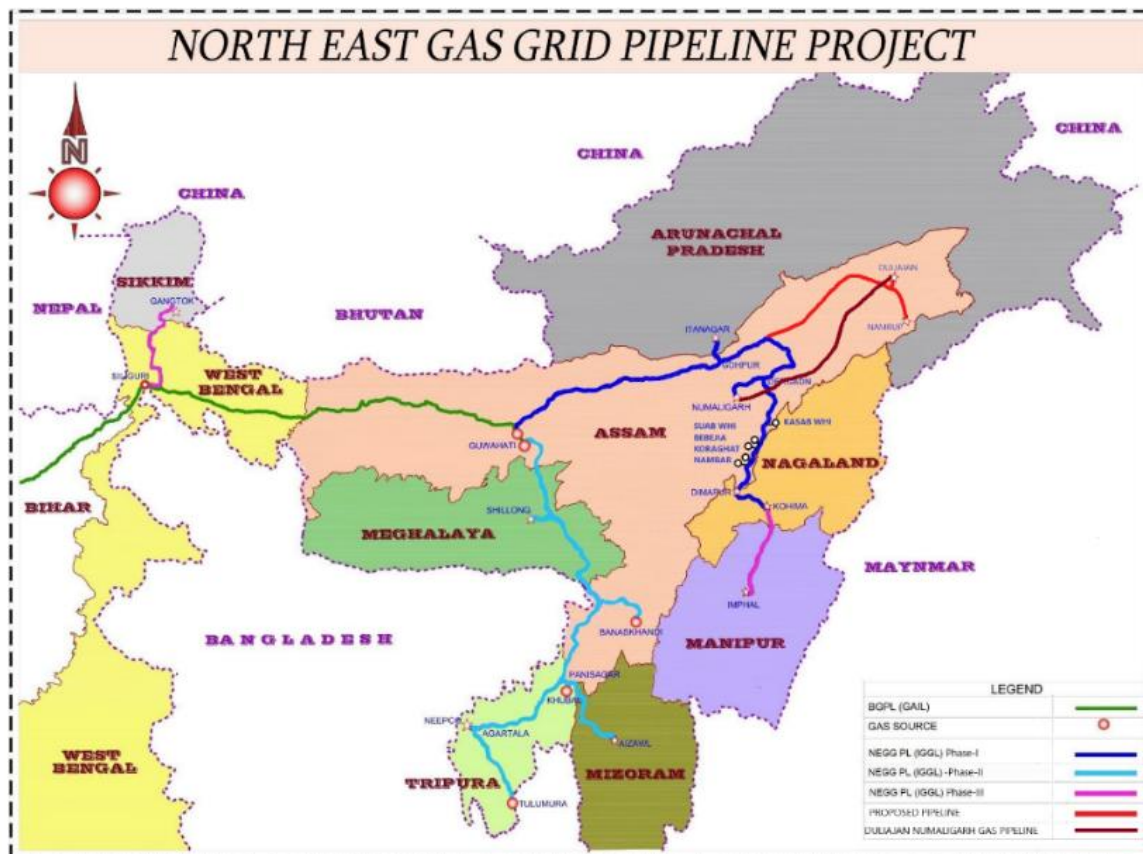
Indradhanush Gas Grid Limited

(A JV of IOCL, ONGCL, GAIL, OIL & NRL)

- 1.11 For the execution of this Contract Agreement, Engineer-in-charge (EIC) would mean the person nominated by IGGL for this purpose or person(s) duly authorized by EIC.

2.0 SITE LOCATIONS

All work shall be carried out in the pipeline ROU as well in pipeline installations. The details of the pipelines are given below



Details of Installations across GNPL

	Base	Jurisdiction (approx.) (km)	Indicative nos. of SV/IP/DT	State
1	Disptach Terminal, Baihata	150	9	Assam
2	Biswanath	150	9	Assam
3	Jorhat	92	5	Assam

3.0 SCOPE OF WORK

It is understood that before quoting the rates the bidder has visited the work-site and has acquainted himself fully with the nature and quantum of the job/work to be carried out by him. Ignorance of this will not be considered after the award of Contract. The Contractor will be responsible to complete the entire job/work in all respects, including any other work necessary to complete the job satisfactorily, though specifically not covered in 'Specifications & Scope of Work'. Details are given in Scope of Work. A **Job**

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card shall be issued by the EIC/IGGL Representative, and work is to be completed according to the mutually agreed date. **Failing of completion of work within the reasons beyond the control and agreed by EIC there shall be penalty levied on contractor for delay in execution.**

4.0 The entire work as per scope of work covered under this contract shall be treated as single package.

5.0 PERIOD OF CONTRACT:

The contract period shall be **12 months (01 year)** reckoned from the date of first engagement at site. However, the contract period may be extended by a further 06 months or part thereof on the same rate, terms and conditions. The mobilization period shall be 07 (seven) days reckoned from the date of award.

6.0 MOBILISATION ADVANCE:

No mobilization advance is payable to the contractor for the said work.

7.0 MODE OF PAYMENT:

Necessary recoveries and all statutory deductions shall be made at the relevant rates [as per rules and Regulations of the Government] from the payments to the Contractor.

IGGL will entertain no claim of interest for any delay on billed amount. IGGL reserves the right to recover from the bill(s) and security deposit of the contractor the amounts due to the IGGL against any PRS or as a result of any claim(s)/compensation(s) or due to any statutory imposition etc., without prior notice. IGGL also reserves the right to withhold any payment to safeguard the interest of the IGGL against any due(s)claim(s) etc. No interest shall be payable on withheld amounts. Accounts Department shall deduct the Income Tax applicable as per the Income Tax Act from the bills.

GST payments shall be made on receipt of invoices in proper format as specified in the tender. **Also, the GST Remittance Challan of the previous period is to be attached along with the Current Bill/Invoice.**

Proof of payment of Wages to contract workers, as per work order and applicable minimum wage rates of the region in the form of Bank Statement, wherein the contract worker name, Bank account number and amount paid, along with the Bank Statement Copy, as proof of Debit of the amount, should invariably attached along with the Invoice for payment. ESI, PF (ECR) Challans for the previous month are to be attached along with the Current Invoice/Bill.

In the absence of the above requisite documents, the bill shall be returned to the contractor.

8.0 FINAL PAYMENT:

The final bill shall be submitted by the CONTRACTOR within one month of the date of physical completion of the WORK, otherwise, the EIC's certificate of measurement and of the total amount payable for the WORK accordingly shall be final and binding on all parties. Payment of the final bill shall be made to the contractor within 60 days of the submission of the bill and after completion of all obligations under the contract.

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Payments of final bill may be made after deduction of Retention Money, which sum shall be refunded after the completion of the Defects Liability Period after receiving the Employer's certificate that the contractor has rectified all defects to the satisfaction of the Engineer in charge.

The acceptance of the payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work carried out. IGGL shall have a right to cause technical examination and audit of the works and the final bill of the contractor including all supporting vouchers abstracts, etc., to be made at the time of payment of final bill. If as a result of this examination or otherwise any sum is found to have been overpaid or over certified, it shall be lawful for IGGL to recover the same from the contractor from any sum due to him. In case, after completion of the work and final payment to the contractor, it is found on account of General Audit, Technical audit and or any other reason whatsoever that any amount is recoverable from the contractor, it shall be lawful for the IGGL, to recover the same from any sum whatsoever payable by the employer to the contractor either in respect of this contract or any other contract or on any other account by any other branch/department of the IGGL.

No Due/ No Claim Certificate(s): The contractor shall submit No Due/ No Claim Certificate(s) for the net payment as finalized in the final bill before the release of payment.

9.0 PAYMENT TERMS

The Contractor shall submit bills on monthly basis enclosing therein all the necessary supporting documents including Measurement sheets duly verified and certified by EIC in support of the works executed as per SOR for the billing period, Copy of PF remittance Challan, Copy of ESIC remittance, Copy of Wage register, etc. to the Engineer-in-Charge of the Contract.

Payment will be released within 15 working days from the date of submission of bills duly certified by EIC.

1. Digitally Signed Copy of invoices to be submitted through Bill Tracking System.
2. SAP PO no. should be clearly mentioned on invoice.

IGGL has implemented the Bill Tracking System for vendor payments, hence the Supplier/ Contractor/Service Provide/Consultant is required to upload digital invoice on Vendor portal of IGGL. The system optimizes and simplifies the process of receiving, managing, monitoring and forwarding invoices for payment process. The link of Vendor portal is as under: <https://vendor.iggl.co.in/>

Only digital invoices are to be uploaded on 'Vendor' portal and all other supporting documents along with copy of invoice are to be submitted to concerned as defined in Purchase Order (PO)/ Letter of Acceptance (LoA). Digitally Signed Copy of invoices to be submitted through Vendor portal.

Measurement of Works: Payment will be made on the basis of joint measurements taken & signed jointly by Contractor & EIC/SIC.

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10.0 SCHEDULE OF RATE:

The schedule of rates (SOR) shall be read in conjunction with special conditions of contract, general conditions of contract, technical specifications, drawings and any other document forming a part of this contract. The quantities shown against the various items are only approximate and subjected to any variations as per the stipulation made in general conditions of contract.

In case any activity though specially not covered in schedule of rates description but the same is covered under the scope of the work/specification/drawings etc. no extra claim on this account shall be entertained, since SOR is to be read in conjunction with other documents forming part of the contract.

11.0 DEFENCE OF SUITS:

If any action in court is brought against the owner or an officer or agent of the owner, for the failure, omission or neglect on the part of the contractor to perform any acts, matters, convenient or things under the contract or damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representative or his subordinate or in contractor's workmen suppliers or employees, the contractor, shall in such cases indemnify from all losses, damages, expenses or decrees arising out of such action.

The job of emergency nature shall be carried out immediately after getting the instructions from the Engineer-in-Charge. In case of failure, it is lawful for the IGGL to get the job executed through some agency at the risk and cost of the contractor.

12.0 COMPLIANCE OF INSTRUCTIONS:

Whenever the contractor fails to comply with the instructions of the Engineer-in-Charge, it shall be lawful for the Engineer-In-Charge to have work done through other contractor or departmentally by giving 7 days' notice to the contractor.

In case contractors fail to execute a specified job in the time limit specified, IGGL reserves the right to execute such job through another agency at the risk and cost of the contractor and excess amount incurred by IGGL will be recovered from the payment of the contractor for such failure including 20% supervision charges of IGGL.

13.0 EXTRA ITEMS:

As per GCC.

14.0 PERMISSIONS:

In addition to the clause mentioned in GCC (if any), the following clause shall be applicable. While doing the work, it is the responsibility of the contractor to take the necessary permits/permissions prior to the start of work. All contractors' personnel entering the IGGL installations must have prior permission from each IGGL security in-charge/EIC/SIC. The bidder shall arrange on his own for police verification and identity card for the persons to be deployed by him before starting of the contract and submit the same to IGGL Security In charge/EIC/SIC time to time. For the work is to be carried out in 'Restricted Area', the bidder shall have to obtain the necessary permission to work as per

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instructions of the EIC/SIC and shall start the job only after obtaining suitable work permit. The Contractor shall obtain necessary clearances, hot work permit, cold work permit, work at height, electrical permit wherever and whenever applicable from the competent authority before starting the job. The contractor's men are required to keep the entry permission with them all the time inside the IGGL installations and should produce it to the security personnel, if required.

15.0 STATUTORY COMPLIANCE UNDER LABOR & INDUSTRIAL LAWS:

As per SCC- Part-II, III, IV, V & GCC.

16.0 MAKES OF MATERIALS (FOR SOR PART-B):

All equipment and materials to be used under this contract shall be from approved vendors. Wherever any make item is specified by a brand name, manufacturer or vendor, the make mentioned shall be for establishing type, function and quality desired. Other makes will be considered, provided sufficient information is furnished to the owner to assess the makes proposed by the contractor as equivalent and acceptable. **Where the makes of materials are not indicated in the tender document, contractor shall furnish details of proposed makes and use the same after written approval of the EIC.**

17.0 ADDITIONAL DOCUMENTS FOR TECHNICAL BID QUALIFICATION (IN ADDITION TO BEC):

- a. PF registration Certificate
- b. ESIC registration Certificate, if the Locations of Service as defined in the scope of work fall under ESI implemented area.

The bids shall be rejected due to non-submission of the aforesaid documents.

18.0 RESPONSIBILITY OF CONTRACTOR:

In addition to the clause mentioned in GCC (if any), the following clauses shall be applicable:

- a) For SOR PART-B, all expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc., shall be deemed to be included in the price quoted and no separate payments on account expenses shall be entertained. The Contractor shall be solely responsible for executing the work in all respect. Material, machine & manpower required for the completion of job shall be solely in the scope of contractor. IGGL shall not in any way be responsible for providing any such equipment, machinery, tools and tackles etc.
- b) IGGL is not responsible for any accident/damage caused to the men, machine & materials of the contractor during the course of attending the job. The contractor shall be responsible for any injury caused to persons, animals or things (fittings/fixtures/furnishings etc.) or for any damage caused to any property of IGGL etc. which may arise from the operations or neglect of any person of the Contractor's team or any person engaged by him for any purpose related to the execution of this contract. This clause shall include, inter alia, any damaged to buildings, roads, streets,

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footpaths etc. adjacent to or otherwise to the premises. The contractor shall indemnify IGGL of all liabilities arising out of his operations in any way under any acts of the Government and also in award of any compensation or damage consequent upon any claim arising out of the above. **The contractor shall further make good all damage caused thus either to IGGL or any third party.**

The contractor shall indemnify IGGL under Workmen's Compensation Act, Fatal Accident Act, Personal Injuries Act, Insurance Act etc. and or their Industrial Legislation in force from time to time. The contractor shall indemnify IGGL for compliance with the labour laws. In the event of any accident occurring during the course of work, which may result in any injury to a person, the responsibility for their medical treatment will fully rest with the contractor and expenditure incurred thereon will be borne entirely by the contractor. IGGL shall be totally indemnified of any liability whatsoever.

- c) IGGL, at its own discretion, can split the total work amongst more than one contractor, in case the same is found suitable/advantageous to IGGL. No escalation/revision in rates, terms & condition will be entertained on this account.
- d) For SOR PART-B, the Contractor shall be responsible for providing all qualified/skilled personnel to carry out the entire job as per specification given in tender documents and all survey, other equipments, tools, tackles including pipe/cable locator and all other necessary materials and facilities required to complete the job to the entire satisfaction of the IGGL Representative in accordance with the requirements of the tender document.
- e) The Contractor shall be responsible for arranging, acquiring all data, access, permissions and other activities/services required for and/or incidental to performing the work tendered.
- f) The Contractor shall be responsible for settling all compensation and disputes arising out of any damages caused by Contractor or Contractor's workmen during the execution of the work.
- g) The Contractor shall carryout all works in strict compliance with applicable documents enclosed with the tender documents.
- h) The scope of work shall also include any other item/work required to complete the work in all respects as per specifications and instructions of Company Representative whether specifically mentioned here in or not but required to fulfil this work in all respects.
- i) Wherever applicable contractor shall obtain all necessary permission/clearance from competent authority to carry out the job.
- j) **For SOR PART-B, the contractor shall supply all Personal Protective Equipment (PPE), Uniform, helmets, Safety shoes, Cotton/PCV hand gloves, safety belts etc. of standard quality to his workmen at his cost as required for carrying out job as specified in the SOR. The Contractor shall ensure adequate supply of Uniform & Fire Retardant/Flame Resistant clothing as mentioned in the Scope of Work to all resources deployed. The cost shall be deemed included in the unit rate/SOR.**

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- k) **For SOR PART-A, reimbursement as per actual shall be made upto Rs. 5000/- towards Boiler Suit, PPEs, and Unifom, twice a year for each service unit deployed. In case of change of personnel, additional reimbursement shall not be made, and the onus shall be on the contractor to provide the aforesaid items. Any instance of non-compliance by service unit as per Table-1 shall attract deduction as per terms of the tender.**
- l) For SOR PART-B, the Contractor shall provide proper safety signage/warning boards while carrying out the works.
- m) Facilities like boarding, fooding, to & fro transportation to/from work site, etc to the Contractor's Personnel shall not be provided by IGGL.
- n) **All equipment, instruments, etc. to be calibrated and tested as mentioned in SOR will be done strictly as per the statutory guideline and requirement given by IGGL. The accredited body for calibration agency and credentials of the agency should be accepted by IGGL.**
- o) **Measurement of Civil works should be done by IGGL officer before cleaning of site / Handing over. If the work is not measured when exposed then the same will not be considered later.**
- p) **For SOR PART-B, Test certificates for any critical material: When requested by IGGL, the Contractor has to submit the same or get the material tested with no additional cost to IGGL.**
- q) Contractor should give details of the point of communication such as Name of the Coordination person, his mobile no and e-mail ID to SIC/EIC for the following activities:
 - a) To receive job cards & to take work instruction & scheduling of job,
 - b) To request issuance of work permits, its closure and to report status of completion,
 - c) To return signed job card for completed works,
 - d) Management of Housekeeping,
 - e) Resource management,
 - f) Submission of quality documents.
- r) For executing the works under SOR PART-B, contractor should have minimum equipment/instruments as per SOW at each base.
- s) The SAP generated LOA/PO (superseding CPP contract/FOA issued) shall be awarded individually for each maintenance base (sub-group) or any other combination at the sole discretion of IGGL.

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19.0 ENGINEER-IN-CHARGE (EIC):

- a) There shall be an 'Engineer-In-Charge' nominated by IGGL for these works.
- b) The 'EIC' shall look after general supervision and directions for effectively carrying out the work. He will be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the Contract. He shall also have authority to reject all works which do not conform to the specifications.
- c) The 'EIC' reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account shall be entertained. In case of any dispute, the Contractor may appeal to the 'EIC', whose decision shall be final and binding on the Contractor.

20.0 INSPECTION:

Prior to using the materials, the Contractor shall get the approval from the EIC or his authorized representative.

21.0 EQUIPMENT, TOOLS & TACKLES (FOR SOR PART-B):

The Contractor shall be solely responsible for making available for executing the work, all requisite equipment, special aids, tools, tackles, testing equipment, and appliances. Such equipment etc. shall be subject to examination by the owner and approval for the same being in first-class operating condition. Any discrepancies pointed out by the owner shall be immediately rectified, repaired or the equipment replaced altogether, by the contractor. The owner shall not in any way be responsible for providing any such equipment, machinery, tools, and tackles, etc.

The owner reserves the right to rearrange such deployment depending upon the progress and priority of work in various sections.

22.0 QUALITY ASSURANCE SYSTEM:

- a) After the award of the work, after discussion with the EIC, the contractor shall submit detailed Quality Assurance System plans (QAP) for the execution of the contract to the EIC.
- b) Quality Assurance System plans/procedure of the contractor shall cover details of the personnel responsible for the quality assurance, plans or procedure to be followed for quality control in respect of work.
- c) The IGGL or their representative shall reserve the right to inspect/witness, review any or all stages or work at site as deemed necessary for quality assurance.
- d) In case the Contractor fails to follow the instructions of Engineer-In-Charge with respect to above clauses, payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of the Engineer-In-Charge.

23.0 TIME OF COMPLETION (FOR SOR PART-B):

- a) A joint program of execution of work will be prepared by Contractor with the consent of the Engineer-In-Charge. This program will take into account the time of completion mentioned above.

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- b) The Contractor shall strictly adhere to the time schedule by deploying adequate manpower & equipment. In all matters concerning the extent of targets set out to complete the entire work within the stipulated time period, the decision of the Engineer-In-Charge and shall be final and binding on the contractor.
 - c) Contractor shall give everyday progress report on category wise manpower & equipment deployed along with the progress of work done on previous day in the Performa prescribed by the Engineer-In-Charge.
 - d) The period of completion given includes the time required for mobilization as well as testing rectifications, if any, re-testing and completion in all respects to the entire satisfaction of the Engineer-in-charge.

24.0 VOLUME OF WORK:

No guarantee can be given for any volume of work which shall be entrusted to the Contractor at the time of contract. The indication of quantities given in schedule of rates (SOR) is tentative and without any obligation to the part of the IGGL and it cannot be made the subject matter of any claim or litigation at any time even if the quantities actually offered for handling during the period of contract is substantially lower or higher than the estimated quantities indicated.

25.0 PRADHAN MANTRI SURAKSHA BIMA YOJANA (PMSBY) AND PRADHAN MANTRI JEEVAN JYOTI BIMA YOJANA (PMJJBY):

The 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 a yearly basis and the same should be renewed on each successive relevant date in subsequent years.

26.0 ABSENTISM:

For every maintenance job, competent qualified manpower is required to be deputed. In case of non-availability of competent manpower, IGGL will arrange alternate manpower for completion of job. Penalty equivalent to the rate of that particular service will be imposed on the contractor and in addition deductions will be made in the running bills of the contractors at the rate of 125% of the manpower rate as available in the market.

27.0 Deductions:

Deductions on the Contractor are imposed for violation of safety rules & regulation during execution of jobs. The objective of punitive fines is to work as deterrent for the Contractor in violation of safety rules & regulation and improve safety atmosphere in general at all sites. Guidelines for imposition are described below:

For the first violation/deficiency by the Contractor as per **Table-1** below, the EIC/SIC will issue a warning letter to the Contractor with intimation to HOD.

In case of a second violation/deficiency by the Contractor, the HOD will call the contractor in person and, along with EIC, will have a meeting to discuss the reason for repetitive violation. A warning letter will be issued by the EIC to contractor stating the possible imposition of penalty for any further "non-compliance of safety systems and procedures".

In case of further violation, deduction will be imposed on the contractor. For non-compliance of safety systems and delay in work executions, Deduction amount as follows will be deducted on repetitive violation on recommendation of Site-In-Charge/ EIC:

Table: 1

S 	Nature of Deficiency in services	Rate of Deduction
1	Non usage of Required PPEs for specific jobs, i.e. Safety Belts, Safety Goggles, Hand Gloves, etc.	Rs. 1,000/- per instance
2	Complaints of misbehaviour or negligence on the part of the resource.	Rs. 1,000/- per instance
3	Non-wearing of uniform / wearing untidy uniform by the resource on duty.	Rs. 100/- per day per resource
4	Working Without valid work permit	Rs. 1,000/- per instance
5	<i>Reporting of non-compliance of any applicable statutory labour laws by contractor, including non-payment/late payment/short payment of wages</i>	<i>Rs. 1,000/- per resource per wage period.</i>

However, the total amount deducted towards the deficiencies in **Table-1** shall not exceed 5 % of the total contract value.

28.0 Defect Liability period: shall be 3 (Three) months from the date of completion of entire works. Security deposit shall be refunded after the expiry of DEFECT LIABILITY PERIOD. The date of completion of work in case of maintenance works shall be reckoned in each case based on the time schedule for the individual sub-work/Maintenance Instructions. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate, connected in any way with the work done by the contractor shall be rectified or replaced by the Contractor at his own expenses as deemed necessary by the Engineer-in-charge or in default, the Engineer-in-charge may carry out such works by other agencies and deduct actual cost incurred towards labour, supervision, materials, consumables or otherwise plus 15% (may be then or any

time thereafter from any amount that becomes due to the contractor or from any sums as deposit/P.B.G). If during the Defect Liability period any portion of the work/equipment is found defective and is rectified/replaced, the period of liability for such equipment/portion of work shall operate from the date such rectifications/replacements are carried out and the contract performance guarantee shall be furnished separately for the extended period of liability for that portion of work/equipment only. **Notwithstanding the above, all manufacturers' warranties and guaranties for parts/equipment/materials supplied by the contractor shall be passed on to the IGGL.**

29.0 SUBSEQUENT LEGISLATION: All taxes and duties (Including sales tax on works contract/ trade tax/ turnover tax/ GST as applicable), fees, charges, expenses, etc. (except Vat otherwise expressly provided in the contract as may be levied/imposed in consequence of execution of the works or in relation there to 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 due date of submission of the last price bid and 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.

30.0 INCOME TAX & STATUTORY LEVIES

Income Tax at the prevailing rate as applicable from time-to-time shall be deducted from CONTRACTOR's bills as per Income Tax and quoted rates shall be deemed to include this. As regards the Income Tax, surcharge on Income Tax or any other Corporate Tax or Statutory levy payable by the Bidder for reason of the Contract awarded, then Owner shall not bear any tax liability whatsoever, irrespective of the mode of construction of contract. The bidder both Indian and/or foreign shall be liable and responsible for payment of such tax, if attracted under the provision of Law of Land.

31.0 PAYING AUTHORITY AND INVOICING DETAIL: As intimated by IGGL.

32.0 GST REGISTRATION AS APPLICABLE

Goods and Service Tax: Bidder must have Goods and Service Tax registration number along with PAN number for reimbursement of GST. The bidder has to furnish the documentary evidence of GST deposit statement duly certified by the respective tax authorities to EIC.

33.0 TERMINATION OF CONTRACT:

Refer ITB/GCC

34.0 ESCALATION AND PRICE REDUCTION SCHEDULE:

The quoted price for SOR PART-B will be inclusive of cost of all materials, labour, tools, tackles, scaffolding etc. required for the proper completion of jobs, all types of taxes and duties imposed by state/central/local Government from time to time unless specified otherwise.

The rates quoted in SOR PART-A and PART-B shall be firm throughout the currency of the contract and are not subject to escalation due to any reasons whatsoever.

In case the contractor fails to complete the WORK within stipulated period, then, unless such failure is due to Force Majeure as defined in GCC or due to EMPLOYER's defaults, the Total Contract Price shall be reduced by ½ % of the total contract price per week of delay or part thereof subject to a maximum of 5% of total contract price, by way of reduction in price for delay and not as penalty.

Credit Note for PRS to be issued within 7 days from the date of communication of PRS, if charged at IGGL end, otherwise, invoice should be raised after adjustment of PRS by the contractor.

35.0 DELAY OR DEFERMENTS

While executing the work in proximity of built-up structures, some work may get delayed or may have to be temporarily deferred till some of the equipment/structures/cables are fixed in position or relocated or shifted or removed. For such delays, the contractor will not be eligible for any compensation but for a suitable extension to completion period.

Where the contractor has to work along with other agencies in and around the area allotted for his work, he should execute all his work in complete co-ordination and co-operation with all such agencies so that at no point in time either his work or the work of other agencies is stopped or delayed. In case of any dispute in this regard the decision of the Engineer-in-Charge or their representative will be final and binding on the contractor.

No claim for idle labour, plant and machinery under any circumstances will be entertained by IGGL.

Payment for resources to be deployed:

Fixed consolidated monthly charges shall be payable by IGGL towards the services rendered for each unit per day as detailed below:

The wages for different categories are as under (refer Table 1):

Table 1: Notified Wage rate for different categories

Sl. No.	Services	Skilled	UnSkilled
	Payment Structure	Rate Per day (₹)	Rate Per day (₹)
1.	Minimum Wages as notified by Central Govt. or State Govt. whichever is higher w.e.f. 01.04.2025	760.0	541.00
2.	PF contribution including Employee Deposit Linked Insurance (EDLI) & Administrative Charge @ 13% of Minimum Wage per day	98.80	70.33
3.	ESI contribution or Insurance under Employee's Compensation Act, 1923	24.70	17.58

Indradhanush Gas Grid Limited

(A JV of IOCL, ONGCL, GAIL, OIL & NRL)

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	@3.25% of Minimum Wage per day w.e.f. 01.07.2019		
4.	Bonus @ 8.33%	63.31	45.07
5.	Leave Wages@8.33% of Minimum Wage per day as per Factories Act/Rules or Shops & Establishment Act	63.31	45.07
6.	Gratuity @ 4.81%	36.56	26.02
	Total Wage per day	1046.67	745.07

REIMBURSEMENT/ REFUND ON VARIATION IN PRICE:

The quoted rates shall be firm and valid till the complete execution of the order. No escalation on whatsoever account shall be paid under this contract. However, reimbursement/refund for variation in rate due to increase/ decrease in the minimum wages shall be payable as per the following:

- The wages will be revised as and when the upward revision is affected by State Govt./Central Govt. from time to time. The percentage increase in notified minimum wages of State Govt./Central Govt. will be taken as the percentage increase in the existing rate of wages and fixed accordingly.
- The rate per person per day of services will be increased in order to compensate for the difference, on submission of duly supported documents by the contractor.
- The contractor shall within 30 days of becoming aware of any revision in minimum wages, inform in writing to IGGL stating that the same is given pursuant to this condition together with all information relating thereto, which he may be in position to supply.

OVERTIME CHARGES:

In addition to the above pay rate (i.e., Fixed consolidated daily charges as above), each service unit is entitled to Overtime per hour at the rate of twice the ordinary rate of wages **for working beyond 48 hours a week and 9 hours a day.**

SERVICE CHARGE:

Service charges to the contractor shall be paid as quoted in SOR on gross payment daily Fixed Pay rate and Overtime charges (if payable), excluding GST.

GST at the prevailing rate shall be reimbursed to the contractor at actual on submission of Cenvatable Invoice.

The bidder is required to make his/her own assessment regarding deployment of resources, and supervisor etc. required for ensuring satisfactory services as per terms of the contract and also take into account all other applicable costs, if any, while quoting the rates/"Service Charge."

The quoted 'Service Charge' will remain firm and fixed during the contract period. The Bidder is required to submit an undertaking, as per Annexure- iii.

SCOPE OF WORK & SPECIFICATIONS

1.0 Introduction

M/s Indradhanush Gas Grid Limited, a Joint Venture Company of IOCL, ONGC, GAIL, OIL & NRL has been entrusted the responsibility of implementing the prestigious North-East Gas Grid (NEGG) project by Govt of India. An approximate 1656 Km long natural gas pipeline grid, with design capacity of 4.75 MMSCMD, will span across all the Northeast states i.e Assam, Arunachal Pradesh, Meghalaya, Tripura, Mizoram, Nagaland, Manipur and Sikkim. These pipelines will feed Natural Gas to various Industries and domestic consumers located along the pipeline route.

The Guwahati-Numaligarh Pipeline (GNPL) which is part of the NEGG with a total length of 392 Km is being laid across various districts of Assam.

The details of the pipelines & their installations are given in Paragraph 3.0 of the scope of work.

The scope of work shall be read in conjunction with SCC, SOR and all other documents of the tender. All the materials, equipment, instruments, manpower, consumables, tool-tackles, required to carry out the jobs are in the scope of contractor. Rate quoted in SOR should be inclusive of all the above and no separate payment will be made.

2.0 Objective

The sole objective of this rate contract is to carry out ELECTRICAL MAINTENANCE, CALIBRATION OF EQUIPMENT, AND AIR-CONDITIONER MAINTENANCE ACROSS GNPL section of the NEGG network.

3.0 Detail of the pipeline & installations

Details of Installations across GNPL				
	Base	Jurisdiction (approx.) (km)	Indicative nos. of SV/IP/DT	State
1	Disptach Terminal, Baihata	150	9	Assam
2	Biswanath	150	9	Assam
3	Jorhat	92	5	Assam

4.0 Detailed Scope of work

The scope of work under the Contract shall be as mentioned hereunder

Electrical maintenance

Providing Skilled Electrician with the following minimum qualifications:

Diploma in Electrical and a minimum of 2 years' industrial experience in Electrical Operation/Maintenance/Project execution related work preferably in Hydrocarbon Industry.

OR

ITI in Electrical and a minimum of 5 years' industrial experience in Electrical Operation/Maintenance/Project execution related work preferably in Hydrocarbon Industry.

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Providing UnSkilled Electrical Worker:

Electrical Worker with preferable experience in Electrical Operation/Maintenance/Project execution related work preferably in Hydrocarbon Industry.

For the Complete Monitoring & Maintenance of Electrical systems of IGGL Installations in Guwahati-Numaligarh Pipeline.

The skilled personnel deployed will be responsible for overall Execution, Planning, Permit process & Safety measures, Organizing total work, Mobilization for work, Measurements, Drawings, Documentation etc. They will take care of all the responsibilities of works and coordination all around and should also participate in execution of works.

- a. Personnel to be deployed by the contractor should have sound knowledge and understanding of all the electrical work. The skilled personnel should have basic knowledge of Computer operation and Utilities which is essential to refer Soft copies of As Built documents, Manuals, Drawings during day-to-day work, maintaining records, regular update of various activities, DPR generation and all other documentation etc. The decision of IGGL on suitability of candidate after interview shall be final and binding on the contractor. The contractor, however, shall be responsible for performance/skills/sincerely/utilization of candidate and if found unsatisfactory by IGGL or Contractor, the candidate may be replaced by another suitable competent candidate. Contractor should ensure that no damage of Electrical system and equipment is caused by their personnel while working on IGGL systems.
- b. The contractor has to ensure proper and timely back end support on Engineering, Administrative & Financial matters from their Head Office to ensure all the activities as per Terms & Conditions of Contract, effective and efficient execution of contract and compliance of IGGL requirements as well as Social Security component as per State & Central Govt rules, regulations, acts etc. in force, with adequate flow of logistics, funds & manpower support/substitution etc. The contractor shall keep track of the Govt regulations (State & Central-as applicable) and update his team with knowledge, Medical-Industrial facilities, Safety, Social security & payments etc.
- c. The scope of contract includes providing Skilled and Unskilled Services for Electrical maintenance activities throughout the 1 year of contract period in General shift for all Regular Planned/Unplanned Electrical maintenance services.
- d. The contractor shall possess a valid Electrical Contractor's License of GRADE 'A' on their firm's name shall deploy suitably qualified/ Authorized personnel under the contract and shall extend the same till completion of contract, once the contract is awarded by IGGL. Contractor shall submit documents supporting the above requirement without which Contractor shall not be permitted to resume works for the concern of Safety of Men, Material, Eqpt.
- e. **Minimum one person of deployed by the contractor in each maintenance base shall have Certificate of Competency for Electrical Wiremen issued by the State**

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Government and the copy to be submitted to EIC, once the contract is awarded by IGGL.

- f. The works shall be carried out as per SOPs and safety norms of IGGL and wherever such regulations/guidance are not mentioned/documented it will be done following Standard & best Industrial practices.
- g. The contractor shall make the payment as per the latest Notification of 'OFFICE OF THE REGIONAL LABOUR COMMISSIONER (CENTRAL)' of Ministry of Labours & Employment.
- h. The contractor's team shall get acquainted with the working system of IGGL, its Electrical Eqpt, over all involvement of Electrical team in Operation & Maintenance, SAFETY & Security of the premises and any such requirement that will be essential to know for Safe working at the premises. Contractors team shall get familiarised with total layout of the premise, Electrical eqpt, cables, all connectivity, priorities, criticalities, Drawings, Specifications, Hazards etc. before execution of each work. During all the works, Contractor's Supervisor/Team leader shall ensure compliance of all statutory requirements of State/Central Govt in the work practice as well as social security requirement of work force deployed.
- i. **Apart from routine and scheduled works of the Electrical dept., all Critical/Urgency/Emergency/Statutory/Audit related works shall be taken up on top priority as and when notified to contractor.**
- j. The contractor's team shall not wait for instructions from EIC for the already scheduled work and shall plan in time and obtain clearance, work permit etc. to complete the same in totality as per schedule.
- k. One register for lodging of Electrical complaints shall be kept for registering of Electrical complaints of IGGL Installations. The contractor and team shall be responsible for resolving the same as registered in the Complaint book in the same shift or next shift or latest within 24 hrs of registering of complaint or as per the instructions of EIC.
- l. The contractor shall ensure timely payment, compliance and documentation of all the Social Security components applicable to its work force deployed under the contract. In this regard all the documents that need to be submitted with Bills shall be enclosed with certification & seal of contractor. Every 06 months, the contractor has to submit a declaration with supporting data towards compliance of all the requirements of payments towards Salary, PF, ESI, Bonus, PPEs, Medical, PM YOJANAs etc. duly signed by the work force as acceptance of getting the benefits of same.
- m. Apart from planned services, under situation of any Emergency/Break down/Natural calamity etc. full support is to be provided by Contractor to IGGL with responsibility towards meeting the site requirement. Any additional/Extra expenditure during such activities which is not covered under the contract shall be reimbursed suitably to the contractor.
- n. All the works executed under the assigned new works category shall be labelled with date of execution and date of DLP which is 3 months after completion/commissioning of the works, for better monitoring of quality, longevity and timely rectification by contractor in case of complaint. Non maintaining of such data may lead to delay in clearance of

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- documents, security/ Guarantee amounts to the contractor due to lack of proper evidence / document.
- o. If IGGL hands over some of its Specialised tools, Eqpt, Instruments etc. to be used during various maintenance activities by the team of contractor, the contractor shall maintain such items in safe, healthy, usable, effective condition throughout the contract. The contractor shall maintain the same in good working condition all the time, shall check & verify on a Fortnightly basis and submit a report to EIC the same day. The Contractor shall report any problem in this regard to EIC immediately and get it rectified/normalized.
 - p. The same shall be handed over to the Contractor by IGGL through proper document and the Contractor shall return all these items in as is where is condition after completion of contract in healthy condition through proper document. Any loss, damage, deviation to the items mentioned in the list shall be recovered from the contractor as per prevailing IGGL policy and applicable rates including overhead charges.
 - q. The contractor shall maintain all the Eqpt, Marking- Labelling- Tags, distribution networks, stock, stationery, documents, consumables etc. in order as per good industrial practice and as per the instructions of EIC. Any loss/damage/theft of material/eqpt/Instrument/consumable/ stationary/ documents etc. during the tenure of the contract shall be the responsibility of the contractor and the appropriate value of the lost item shall be recovered from their RA bills.

For the works under **SOR PART-B,**

- a. **One set of Tools & Tackles along with a toolbox & tool bag shall be provided by the Contractor to its team deployed under the subject contract for each maintenance base as per the list given below. The contractor shall provide individual & adequate size LOCKERS with key for deployed team members for proper, Safe & secure storing-upkeep of PPEs, dress, essentials etc.**
- b. All these Tools & Tackles shall be in custody of team members of Contractor and shall be maintained in safe, healthy, usable & effective condition throughout the contract. IGGL EIC shall inspect the same time to time for availability and effectiveness. **Non availability of such items at workplace shall attract penalty by way of deduction of equivalent amount including overhead as per prevailing IGGL policy/Contract terms and at applicable rates.** IGGL shall not be responsible for any loss, damage, or deviation to the items mentioned in the list and the Contractor has to ensure the same at their own responsibility.
- c. The Contractor should follow IGGL security rules and regulations while taking in and taking out their materials, tools & tackles, instruments etc. from IGGL office buildings.
- d. **For all the new Components/spares supplied under this contract, in case the Warranty/Guarantee extends beyond Defect Liability Period of the Contract, the Manufacturer's Warranty and Guarantee beyond Defect Liability Period shall be passed onto to IGGL and all Warranty/Guaranty certificates must be furnished to IGGL along with RA Bill/Final bill.**

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LIST OF TOOLS To be maintained by Contractor's team

1. Double ended Open Spanner set up to 32mm and corresponding inch sizes: 2 sets
2. Double ended Ring Spanner set up to 32mm and corresponding inch sizes: 2 sets
3. Nylon Hammers Small, Medium & Big: 2 sets
4. Screw Drivers set 4", 6", 8" & 12" (Flat & Star Both): 2 sets
5. Double faced Brass Hammer (1 kg & 2 kg): 2 each
6. Combination Pliers 8" & 10": 2 each
7. Long Nose Pliers 6" & 10": 2 each
8. Double faced Steel Hammer (1kg & 2kg): 2 each
9. Hack saw frame with 12 blades each of 150mm & 300mm: 2 Nos.
10. Allen Key set up to 12mm: 2 set
11. Allen Key set up to 5/8 inch: 2 set
12. Socket Set with Ratchet Handle (in Inch mode), Taparia Make: 2 sets
13. Pipe Wrench 8-inch, 12-inch: 2 each
14. Grease Gun small: 2 nos.
15. Socket Set with Ratchet Handle (in mm mode), Taparia Make: 2 sets
16. Hole punch 6mm, 8mm, 10mm & 12mm: 2 sets
17. Wire stripper: 2 Nos.
18. Adjustable Spanner 6", 8", 12": 2 sets
19. Tubular spanner (Double ended) set 6mm to 32mm with Rods: 2 sets
20. Tools Box (Lockable) with Lock and Keys: 2 each
21. Tools Bag to carry tools: 2 each
22. Crimping Machine 1.5 sq mm to 16 sq mm: 2 Nos.
23. Measuring Instruments of adequate range viz., Multimeter, Clamp meter, Earth Tester, Temperature gun, etc. with valid Calibration Certificate.

SOR Items

A.1: Providing service of skilled and unskilled personnel for Electrical Maintenance Services:

Maintenance and Upkeep of Electrical systems. The contractor has to provide skilled technician and unskilled electrical worker, for the job including but not limited to:

- a) Upkeep, Monthly Cleaning and Maintenance of all types of fans and lighting fixtures including reflectors/diffusers/lamps protective glass covers/wire guards etc., repair of switch, socket, MCBs, all type of junction boxes, fuse boxes, replacement of fuse/fuse base/fuse carrier etc. as per direction of EIC.
- b) Replacing/removing burnt wires/cables, cable lugs overheated terminations, burnt terminal blocks, of all sizes re-glanding of existing cable wherever required after cutting and removing the burnt-out connections etc. This is applicable to all lighting and power circuits or its part coming under the scope of the contractor.
- c) Rectification of faults in light points, fixtures including replacement of holder, bracket, shade, switch and their rectification etc. wherever required.

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- d) Quarterly checking and cleaning of the cable trenches, DCDB Panel / lighting panels / DC-DC Converters having TPN isolator as incomer and MCBs of 10/16/32/100 Amp. For outgoing feeders, MDBS, LDBs of various ratings, Rectification of faults in LDBs of all ratings including tightening of all connections, cleaning etc. as per the direction of EIC.
- e) Upkeep and Maintenance of high mast, street/yard light fittings, tightening of connections, etc. as required as per specifications & directions of EIC/Site Engineer. The preventive maintenance of High Mast lights has to be carried out with utmost safety. During each maintenance job, the complete system should be lowered, checking for any loose connections and rectification. The Maintenance work also involves maintenance of Lighting DB's etc. Job also includes but not limited to hoist motor & feeder maintenance, greasing of the mechanical parts as per instructions of EIC.
- f) Monitoring of earth pit & grid resistances, painting of the resistance values and due date of calibration, cleaning in and around the earth pits, etc. Half yearly report to be submitted for earth pit readings.

The working hours shall be 08 hours. Whenever the services shall be required beyond working hours or on holidays or Sundays, OT remuneration shall be permissible as per the rates indicated in the SOR.

B.1: Supply and laying of earth strip:

G.I. Strip 50X6 mm:

Supply & Installation of G.I. Strip 50X6mm. Supply & Installation of G.I. Strip 50x6mm. Supply and Installation termination earth strip with tools tackles with all necessary excavation work in soft/hard/murum and laying the same. The job included welding of Strip if required with coal tar at joints and clamp of strip at regular intervals. The Job is to complete as per conditions of contract as per conditions of contract and as per Direction & Instruction of EIC. All the tools, tackles, labour for installation are in vendor scope including transportation of materials at site.

G.I. Strip 25x3 mm:

Supply & Installation of G.I. Strip 25x3 mm. Supply and Installation termination earth strip with tools tackles with all necessary excavation work in soft/hard/murum and laying the same. The job includes welding of strip (if required) with coal tar at joints and clamp of strip at regular intervals. The job is to be completed as per conditions of contract and as per direction & instruction of EIC. All the tools, tackles, labour for installation are in vendor scope including transportation of materials at site.

G.I. flexible wire rope upto 25 sq mm:

Supply & Installation of G.I. Rope 25mm. Supply and Installation & termination of earth rope with tools, tackles as per conditions of contract as per conditions of contract and as per direction & instruction of EIC. All the tools, tackles, labour for installation are in vendor scope including transportation of materials at site.

B.2: Maintenance of earth pits:

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Carrying out Earth Electrode Maintenance as per EIC/SIC Instructions. Pouring of common salt, water, soil reactivation compound as per requirement to bring the earth resistance within limit, cleaning/greasing of all connections, replacement of brass nuts/bolts, repair of concrete chamber, etc. All consumables and materials required are in Contractor's Scope.

B.3.1: Supply of Electrolyte: Contractor has to provide Electrolyte for battery installed at DT/SV/IP/RT Stations, along with test certificate. The scope includes transportation, labour, etc. for topping up of battery with the Electrolyte at pipeline installations as per specification and direction of EIC.

B.3.2: Supply and Laying of Rubber Mats (11kV grade) 2m x 1m: Supply and laying of 2 meter by 1meter rubber mat of 3mm thickness suitable for 11kV as per IS 15652:2006 and as per direction of Engineer-in-Charge.

B.3.3: Supply and installation of shock hazard chart: Supply and installation of shock hazard chart as per IE Rules1956 (Clause-44) complete with frame and glass including necessary clamps, bolts, rawl plugs, etc. Breaking and making the wall good if required. All complete with labour and materials as per direction of Engineer-in-Charge.

B.4: Supply and circuit of Copper wiring with PVC Casing/Caping:

Supply and installation of wire of 1.5/2.5/4-10 sq. mm red/yellow/blue/black/green colour in PVC Casing/Caping. All tools, tackles, manpower for installation of flexible wire are in vendor scope including transportation of materials at site.

B.5: Supply & Laying of Armoured Cable: All complete with labour and materials as per standard and direction of the Engineer-in-charge

B.6.1: LT STRAIGHT THROUGH CABLE JOINT FOR ARMoured PVC INSULATED CABLE (INCLUDING COST OF JOINT KIT):

Making straight through joints for medium voltage armoured power & control cables (upto 1.1 KV grade) including cutting, stripping of cable insulation, including supply of cast resin straight through cable jointing kit with ferrules. All complete with labour and materials as per drawings, specifications and directions of Engineer-in- charge. Excavation & backfilling for cable jointing, if required, in all type of soils, hard moorum, rock, concrete floor/ stone pavement. This includes identification of cables, required tools and tackles for the preparation of cable for jointing, jointing kit materials (Raychem/Venus/M-seal make), labour, supply of sleeves, splicing kit, putty, consumables like, cable jointing kit etc. complete as per specification and direction of E.I.C. Supply of cable is not included in this item.

B.6.2: LT CABLE END TERMINATION FOR ARMoured PVC INSULATED CABLE WITH DOUBLE COMPRESSION FLAME PROOF TYPE BRASS GLANDING (INCLUDING COST OF GLANDS & LUGS): Providing end termination of power/control cable including cutting, stripping, providing & fixing lugs, cable insulation, providing & glanding double compression heavy duty FLAME PROOF TYPE brass cable gland conforming to IS-12943 (Dowell's or approved equivalent), wherever specified, providing lugs, crimping/soldering, as necessary, restoration of insulation/clamping of

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cable, tagging, earthing of armour, connection to the equipment terminals etc. all complete with labour and materials as per standard and direction of the Engineer-in-charge.

B.7: Supply and replacement of LED lights: As per the requirement in site

B.8: Supply and replacement of Exhaust Fan (450mm): As per the requirement in site

B.9: Supply and replacement of Exhaust Fan (350mm): As per the requirement in site

B.10: Supply and replacement of Ceiling Fan: As per the requirement in site

B.11: Supply and replacement of 12" FLP Exhaust Fan: As per the requirement in site

B.12: Supply & Installation of all-Weather J.B on wall/structure

B.13: Supply & Installation of all Switchbox/MCB etc: Reimbursement shall be as per actual.

B.14: Calibration of equipment/instrument: The scope includes taking of instruments to NABL accredited labs and calibrate the equipment/instrument. The equipment/instrument are to be taken by the contractor through gate pass and upon calibration, the same are to be returned to IGGL with the valid calibration certificate(s). The vendor has to submit the lab accreditation certification(s) to IGGL before calibration. The list of materials is as follows:

Multimeter

Clampmeter

Earth Ground Tester

Megger

Temperature bath

Multi-Function calibrator

Dead weight tester

Decade Resistance Box

B.14.9: Calibration/Repair of equipment: Reimbursement shall be as per actual.

B.15: SERVICING, REPAIRING, CALIBRATION & MAINTENANCE OF PORTABLE GAS DETECTORS:

Make: Honeywell

Model: GasAlert Max XT-II/GasAlert Microclip X3

Quantity: 45 nos. approx. (Total, for all stations)

- A. Servicing, calibration, repair and testing of portable LEL, Oxygen, Hydrogen Sulphide gas, Carbon Monoxide detector shall be carried out at site as per standard procedure and directions of the Engineer In charge.
- B. Contractor will have to carry out necessary servicing and calibration of the detector at the interval of six month to check, clean, service, repair and calibrate complete

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- unit in all respects to ensure its proper functioning. Servicing and calibration of Portable gas detectors shall be done as per standard procedure and comply all specific requirements of the manufacturer of the instruments.
- C. The following shall be carried out:
- Checking complete loops from control module to detector.
 - Cleaning of Sensors.
 - Checking all functions of pump.
 - Tightening of all terminals to avoid drift.
 - Checking/Setting of excitation voltage/current to detector.
 - Checking & correcting the functional test and alarm.
 - Correcting drift of sensor resulting in false alarm.
 - Checking response time of the sensor.
 - Calibrating the detector using test gas. Gas shall be in the scope of the Contractor.
 - The Contractor shall submit the necessary certificates of calibration gas at the time of calibration of portable gas detectors.
 - Repair and replacement of any defective parts of detector, if any. The required OEM spare parts shall be in scope of vendor as per our SOR.
 - After calibration, the Contractor shall provide the tag on each detector mentioning calibrated on (date/month/year) and next calibration due on (date/month/year).
 - Prepare & submit calibration report for each unit.
 - Other than the above, work of detector as per manufacturer manual/Data sheet shall also be carried out along with above jobs.
- D. The Contractor shall prepare a service report of each service on a format in consultation with the Engineer In charge and submit on the same day of servicing and calibration.
- E. The quantities will be certified on actual job sheets/calibration reports signed by Engineer-In-charge.
- F. The Contractor shall assign a qualified Service Engineer to execute the jobs.
- G. The SOR rates shall inclusive of manpower, consumable (calibration gas), other expenses related to visit and tools/tackle to carry out the job. All sorts of tools and calibration kits, gas required for the job at IGGL site has to be arranged by the contractor.
- H. The spare parts as per our SOR shall be in scope of the contractor. Contractor shall arrange the spare parts from OEM. Contractor shall submit Certificate of Originality/Conformity Certificate of spare parts, issued by OEM along with supply of spare parts. The quantity of spare parts as mentioned in SOR may be consumed or partially consumed; it depends upon the condition of portable detectors. The spares shall be new and manufactured not more than 06 months from the date of replacement/requirement. **Guarantee certificate for one year to be submitted with bill for spares except filter/moisture separator.**
- I. Servicing, repairing & calibration jobs shall be carried out as per the planned schedule. In case of any emergency, i.e. breakdown of detector, the contractor shall depute his service engineer within 15 days after IGGL call to rectify the detector as

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per directions of the Engineer in-Charge and no additional charges shall be paid for breakdown visits other than applicable SOR rate. In no case delay in scheduling for servicing, repairing, maintenance job to be done. Required spare items to be dispatched at site before due date of calibration on EIC communication. 5 % to 10% spare parts should be made available at site during calibration for replacement of faulty spare parts and if more spare parts above 5 to 10 % required which is identified during calibration/assessment must be made available and replaced to maintain the detector in healthy condition within maximum of 15 days after the date of calibration/assessment.

- J. In case of delay in calibration beyond the schedule or more than one week for emergency repair visit after giving call; price reduction schedule shall be applicable @ ½ % per week or part thereof on claimed service value subject to maximum of 5% of total service value (excluding spares), but if delay is due to delay in provision of spares then @ ½ % per week or part thereof on claimed spares value subject to maximum of 5% of spares.
- K. Calibration of detectors shall be considered for billing only after getting detectors in fully working condition with all the sensors.

B.16: Maintenance of Split Acs:

B.16.1: Gas Charging for Split AC: Gas charging of air conditioner up to 2.0 TR capacity with job involving transportation of machine to vendors' workshop if required. Gas charging the system after flushing, vacuumising and dehydration as per standards including testing and detecting any leakage and arresting the same. The job also involves checking all components for leak by charging CO₂ gas, finally evacuating the compressor completely & charging of refrigerant gas as per direction of site Engineer/Engineer-in-Charge.

B.16.2: Preventive/Breakdown Maintenance of Split ACs: Routine, regular and break down maintenance of Split AC installed at various locations. The job includes attending the complaints of machines as per the complaint register and instruction of site engineer. The job includes checking machines, identification of defects, repair/replacement of defective components with genuine spares (cost of components/spares not included) at location/at OEM authorized service center. Cleaning of air filter, removal of dust from cooling coil & condenser by removing the machine from location if required. Attending the minor/major leakage of refrigerant gas. Job includes transportation of machine to vendor's workshop/service centre if required, taking necessary gate pass/permission from concerned authority. The job shall be executed as per direction of site Engineer/Engineer-in-Charge.

B.16.3: Installation of Split AC: Installation of 2.0 Split AC. Job includes connection of copper tube (excluding cost of copper tube) and material supplied with the complete unit, supply & fixing required electrical wire as per direction of site Engineer/Engineer-in-Charge.

B.16.4: Dismantling and shifting of Split AC: Dismantling of 2.0 TR split AC including dismantling of all the copper tube, indoor and outdoor unit, electrical connection and shifting to new location as per direction of site Engineer/Engineer-in-Charge.

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B.16.5: Additional Copper Tube for Split AC: Supply & fixing of additional length of copper tube for split A/C commissioning including all accessories as per direction of site Engineer/Engineer-in-Charge.

B.16.6-16.25: Replacement with OEM spares

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SECTION-VII

PRICE SCHEDULE

SCHEDULE OF RATES (SOR)

SUB: "HIRING OF AN AGENCY FOR ITEM RATE CONTRACT (IRC) OF ELECTRICAL MAINTENANCE, CALIBRATION OF EQUIPMENTS AND AIR-CONDITIONER MAINTENANCE ACROSS GNPL"

Tender No.: IGGL/GHY/C&P/EMCACM/08-25(E –TENDER NO. IGGL-100089)

Name of Bidder: M/s_____

SOR FOR IRC FOR ELECTRICAL MAINTENANCE, CALIBRATION OF EQUIPMENT, AND AIR-CONDITIONER MAINTENANCE ACROSS GNPL											
PART-A											
			Baihata			Biswanath			Jorhat		
Sl.No	Description	Unit	QTY	Unit Rate excl. GST (Rs.)	Total Amount (Rs.)	QTY	Unit Rate excl. GST (Rs.)	Total Amount (Rs.)	QTY	Unit Rate excl. GST (Rs.)	Total Amount (Rs.)
A.1	Providing service of skilled and Unskilled personnel										
A.1.1	<p>Providing Skilled Services of Electrician for General Electrical Maintenance for C-Class Area as per Scope of work. (1 Activity Unit = 8 Man Hours)/Call basis for Specified Jobs as per the scope of work and SCC.</p> <p>This estimated rate is inclusive of Basic wages, PF, ESI/Med. Insurance, Bonus, Leave with Wages, Gratuity.</p>	AU	312	1046.67	326561.04	312	1046.67	326561.04	312	1046.67	326561.04

A.1.2	Providing UnSkilled Services of Electrical Worker for assistance in General Electrical Maintenance for C-Class Area as per Scope of work. (1 Activity Unit = 8 Man Hours)/Call basis for Specified Jobs as per the scope of work and SCC. This estimated rate is inclusive of Basic wages, PF, ESI/Med. Insurance, Bonus, Leave with Wages, Gratuity.	AU	312	745.07	232461.84	312	745.07	232461.84	312	745.07	232461.84
A.1.3	Overtime for Skilled Services	man-hours	200	190.00	38000.00	200	190.00	38000.00	200	190.00	38000
A.1.4	Overtime for Unskilled services	man-hours	200	135.25	27050.00	200	135.25	27050.00	200	135.25	27050
A.1.5	Service Charge: Service charge percentage quoted below (+)3.85% and above (+)7.00% of SOR Rate are not allowed.	<div style="background-color: yellow; text-align: center; padding: 5px;"> To be Quoted by Bidder </div>									
Total Amount: Part A(excluding GST@18%) (Rs.)					6,24,073			6,24,073			6,24,073
Total Amount: Part A (including GST@18%) (Rs.)					7,36,406			7,36,406			7,36,406
Provision for reimbursement of Uniform					20,000			20,000			20,000
Total Amount: Part A (including GST@18%, and provision for reimbursement as per actual) (Rs.)					7,56,406			7,56,406			7,56,406

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PART-B											
			Baihata			Biswanath			Jorhat		
Sl.No	Description	Unit	QTY	Unit Rate excl. GST (Rs.)	Total Amount (Rs.)	QTY	Unit Rate excl. GST (Rs.)	Total Amount (Rs.)	QTY	Unit Rate excl. GST (Rs.)	Total Amount (Rs.)
B.1	Supply and laying of earth strip either in ground/wall										
B.1.1	G.I. Strip 50X6 mm	M	50	150.85	7542.37	50	150.85	7542.37	50	150.85	7542.37
B.1.2	G.I. Strip 25X3 mm	M	50	100.00	5000.00	50	100.00	5000.00	50	100.00	5000.00
B.1.3	G.I. Flexible Wire rope up to 25sq. mm	M	25	79.66	1991.53	25	79.66	1991.53	25	79.66	1991.53
B.2	Maintenance of Earth pits: Pouring of common salt, water, soil reactivation compound as per requirement to bring the earth resistance within limit, cleaning/greasing of all connections, replacement of brass nuts/bolts, repair of concrete chamber, etc. All consumables and materials required are in Contractor's Scope.	EA	50	505.62	25281.00	50	505.62	25281.00	25	505.62	12640.50
B.3.1	Supply of Electrolyte for Battery	L	250	21.32	5330.51	250	21.32	5330.51	150	21.32	3198.31
B.3.2	Supply and Laying of Rubber Mats (11kV grade) 2m x 1m	EA	10	4875.00	48750.04	10	4875.00	48750.04	5	4875.00	24375.02
B.3.2	Supply and installation of Shock Hazard Chart	EA	2	802.32	1604.65	2	802.32	1604.65	1	802.32	802.32
B.4	Supply and circuit of Copper Wiring with PVC casing/caping										
B.4.1	Wire of 1.5 sq mm red/yellow/blue/black/green colour	M	90	129.66	11669.49	90	129.66	11669.49	90	129.66	11669.49

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B.4.2	Wire of 2.5 sq mm red/yellow/blue/black/green colour	M	90	129.66	11669.49	90	129.66	11669.49	90	129.66	11669.49
B.4.3	Wire of 4.0 to 10.0 sq mm red/yellow/blue/black/green colour	M	90	175.00	15750.00	90	175.00	15750.00	90	175.00	15750.00
B.5	Supply, laying, termination, testing and commissioning of 1.1kV grade XLPE insulated, PVC sheathed, FRLS power and control cables (conforming to IS:7098 and specification) of following sizes in trenches/ excavated under ground trench /trays, pulling through pipes and its proper sealing, cutting of paved area, roads etc.										
B.5.1	4 Sq mm 4 core 2XWY	M	50	346.55	17327.50	50	346.55	17327.50	30	346.55	10396.50
B.5.2	6 Sq mm 4 core 2XWY	M	50	478.48	23923.94	50	478.48	23923.94	30	478.48	14354.36
B.5.3	10 Sq mm 3.5 core 2XWY	M	50	717.72	35885.91	50	717.72	35885.91	30	717.72	21531.54
B.5.4	25 Sq mm 3.5 core 2XFY	M	50	1068.69	53434.34	50	1068.69	53434.34	30	1068.69	32060.60
B.5.5	35 Sq mm 3.5 core A2XFY	M	50	475.32	23766.13	50	475.32	23766.13	30	475.32	14259.68
B.6.1	LT STRAIGHT THROUGH CABLE JOINT FOR ARMoured PVC INSULATED CABLE (INCLUDING COST OF JOINT KIT)										
B.6.1.1	4 Sq mm 4 core	EA	3	2131.94	6395.81	3	2131.94	6395.81	1	2131.94	2131.94
B.6.1.2	6 Sq mm 4 core	EA	3	2131.94	6395.81	3	2131.94	6395.81	1	2131.94	2131.94
B.6.1.3	10 Sq mm 4 core	EA	3	2619.32	7857.97	3	2619.32	7857.97	1	2619.32	2619.32
B.6.1.4	25 Sq mm 4 core	EA	3	2837.26	8511.78	3	2837.26	8511.78	1	2837.26	2837.26
B.6.1.5	35 Sq mm 4 core	EA	3	2872.55	8617.64	3	2872.55	8617.64	1	2872.55	2872.55

B.6.2	LT CABLE END TERMINATION FOR ARMoured PVC INSULATED CABLE WITH DOUBLE COMPRESSION FLAME PROOF TYPE BRASS GLANDING (INCLUDING COST OF GLANDS & LUGS)										
B.6.2.1	4 Sq mm 4 core	EA	5	823.58	4117.89	5	823.58	4117.89	3	823.58	2470.73
B.6.2.2	6 Sq mm 4 core	EA	5	878.23	4391.16	5	878.23	4391.16	3	878.23	2634.69
B.6.2.3	10 Sq mm 4 core	EA	5	986.54	4932.71	5	986.54	4932.71	3	986.54	2959.63
B.6.2.4	25 Sq mm 4 core	EA	5	1058.65	5293.27	5	1058.65	5293.27	3	1058.65	3175.96
B.6.2.5	35 Sq mm 4 core	EA	5	1342.08	6710.38	5	1342.08	6710.38	3	1342.08	4026.23
B.7	Supply and replacemnt of LED lights of existing make in SV/IP/Terminals , (scope includes ladder and other necessary tools & tackles required for maintenance)										
B.7.1	Surface Mounted 18 W	EA	5	3139.50	15697.50	5	3139.50	15697.50	3	3139.50	9418.50
B.7.2	Recess Mounted 18W	EA	5	3544.00	17720.00	5	3544.00	17720.00	3	3544.00	10632.00
B.7.3	Industrial Flame proof Fluorecent Lamp 18W	EA	3	11056.78	33170.34	3	11056.78	33170.34	2	11056.78	22113.56
B.7.4	Street light LED 45W	EA	3	7507.63	22522.88	3	7507.63	22522.88	2	7507.63	15015.25
B.7.5	Bracket mounted Light 45W	EA	3	7507.63	22522.88	3	7507.63	22522.88	2	7507.63	15015.25
B.7.6	Gate Post light 40W	EA	3	13650.00	40950.00	3	13650.00	40950.00	2	13650.00	27300.00
B.7.7	High Mast Light 150W	EA	2	20475.42	40950.85	2	20475.42	40950.85	1	20475.42	20475.42
B.7.8	FLP Well Glass light 75W	EA	3	10237.29	30711.86	3	10237.29	30711.86	2	10237.29	20474.58
B.8	Supply and replacement of Exhaust Fan (450mm)	EA	2	6244.92	12489.83	2	6244.92	12489.83	1	6244.92	6244.92

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B.9	Supply and replacement of Exhaust Fan (350mm)	EA	2	4005.93	8011.86	2	4005.93	8011.86	1	4005.93	4005.93
B.10	Supply and replacement of Ceiling Fan	EA	2	2518.64	5037.29	2	2518.64	5037.29	1	2518.64	2518.64
B.11	Supply and replacement of 12" FLP Exhaust Fan	EA	2	13322.03	26644.07	2	13322.03	26644.07	1	13322.03	13322.03
B.12	Supply & Installation of all Weather J.B on wall/ structure	EA	5	1500.00	7500.00	5	1500.00	7500.00	5	1500.00	7500.00
B.13	Supply & Installation of all Switchbox/MCB etc: Reimbursement as per actual	LS	1	100000.00	100000.00	1	100000.00	100000.00	1	100000.00	100000.00
B.14	Calibration of equipment										
B.14.1	Multimeter	EA	4	802.90	3211.59	4	802.90	3211.59	4	802.90	3211.59
B.14.2	Clampmeter	EA	4	802.90	3211.59	4	802.90	3211.59	4	802.90	3211.59
B.14.3	Earth Tester	EA	2	802.90	1605.80	2	802.90	1605.80	2	802.90	1605.80
B.14.4	Megger	EA	2	802.90	1605.80	2	802.90	1605.80	2	802.90	1605.80
B.14.5	Temperature bath	EA	1	9659.32	9659.32	1	9659.32	9659.32	1	9659.32	9659.32
B.14.6	Multi Function Calibrator	EA	1	24150.00	24150.00	1	24150.00	24150.00	1	24150.00	24150.00
B.14.7	Dead Weight Tester	EA	1	30711.86	30711.86	1	30711.86	30711.86	1	30711.86	30711.86
B.14.8	Decade Resistance Box	EA	1	5000.00	5000.00	1	5000.00	5000.00	1	5000.00	5000.00
B.14.9	Calibration/Repair of equipment: Reimbursement as per actual	LS	1	150000.00	150000.00	1	150000.00	150000.00	1	150000.00	150000.00

B.15	SERVICING, REPAIRING, CALIBRATION & MAINTENANCE OF PORTABLE GAS DETECTOR										
B.15.1	SERVICING, REPAIRING CALIBRATION & MAINTENACE	EA	45	2000.00	90000.00	45	2000.00	90000.00	25	2000.00	50000.00
B.15.2	SUPPLY OF FILTER	EA	45	320.00	14400.00	45	320.00	14400.00	25	320.00	8000.00
B.15.3	SUPPLY OF LEL SENSOR	EA	4	18500.00	74000.00	4	18500.00	74000.00	2	18500.00	37000.00
B.15.4	SUPPLY OF O2 SENSOR	EA	4	12500.00	50000.00	4	12500.00	50000.00	2	12500.00	25000.00
B.15.5	SUPPLY OF BATTERY	EA	4	8500.00	34000.00	4	8500.00	34000.00	1	8500.00	8500.00
B.15.6	SUPPLY OF PUMP	EA	2	24500.00	49000.00	2	24500.00	49000.00	1	24500.00	24500.00
B.15.7	SUPPLY OF FRONT ENCLOSURE	EA	2	6500.00	13000.00	2	6500.00	13000.00	1	6500.00	6500.00
B.15.8	SUPPLY OF BACK ENCLOSURE	EA	2	8500.00	17000.00	2	8500.00	17000.00	1	8500.00	8500.00
B.15.9	SUPPLY OF PUMPENCLOSURE	EA	2	4500.00	9000.00	2	4500.00	9000.00	1	4500.00	4500.00
B.15.10	SUPPLY OF SENSOR ENCLOSURE/COVER	EA	1	3850.00	3850.00	1	3850.00	3850.00	1	3850.00	3850.00
B.15.11	SUPPLY OF LCD KIT	EA	2	6300.00	12600.00	2	6300.00	12600.00	1	6300.00	6300.00
B.15.12	SUPPLY OF PCB	EA	2	20500.00	41000.00	2	20500.00	41000.00	1	20500.00	20500.00

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B.16	SERVICING, REPAIRING & MAINTENANCE OF SPLIT Acs										
B.16.1	GAS CHARGING OF AIR CONDITIONER	EA	9	2703.23	24329.06	9	2703.23	24329.06	5	2703.23	13516.14
B.16.2	Preventive/Breakdown Maintenance of Split ACs	EA	75	444.67	33350.25	75	444.67	33350.25	45	444.67	20010.15
B.16.3	Installation of Split AC	EA	5	1936.00	9680.00	5	1936.00	9680.00	3	1936.00	5808.00
B.16.4	Dismantling and shifting of Split AC	EA	5	1878.27	9391.35	5	1878.27	9391.35	3	1878.27	5634.81
B.16.5	ADDITIONAL COPPER TUBE FOR SPLIT AC	M	9	691.39	6222.51	9	691.39	6222.51	5	691.39	3456.95
B.16.6	COIL - COND. ASSY. - RAC 3R 7 MM 40 HP 30HOLE 18 FPI 0.1MM BARE FIN - A16381UV8N 2.0 TR CABINET	EA	1	17444.92	17444.92	1	17444.92	17444.92	1	17444.92	17444.92
B.16.7	COMPRESSOR - ROTARY - KTN150D53UFT3 (176PCD) - INVERTER - R32 for C' ODU	EA	1	16928.39	16928.39	1	16928.39	16928.39	1	16928.39	16928.39
B.16.8	ELECTRICAL PART - 3P TERMINAL WITHOUT THERMAL FUSE (A01-10301006)	EA	9	136.44	1227.97	9	136.44	1227.97	6	136.44	818.64
B.16.9	ELECTRICAL PART - DB COIL FOR ELECTRONIC EXPANSION VALVE -1.8mm ID (824-10000004) - SANHUA (RRZA2911)	EA	5	818.64	4093.22	5	818.64	4093.22	2	818.64	1637.29
B.16.10	ELECTRICAL PART - ELECTRONIC EXPANSION VALVE -1.8mm ID (824-10203004) - SANHUA (REVE1266)	EA	5	935.59	4677.97	5	935.59	4677.97	2	935.59	1871.19

B.16.11	ELECTRICAL PART - REACTOR- (R1012(AL)) (955-10000016) 10A-12mH	EA	5	1091.53	5457.63	5	1091.53	5457.63	3	1091.53	3274.58
B.16.12	ELECTRICAL PART - STEPPER MOTOR - H- DEFLECTOR - 24BYJ48-3044W - FOR XXS (780MM) / S (950MM) / M (1050MM) IDU - W/O HARNESS	EA	5	555.51	2777.54	5	555.51	2777.54	4	555.51	2222.03
B.16.13	ELECTRONICS PART - DISPLAY PCB FOR GRAC FIXED SPEED -A16381N3RV	EA	5	769.92	3849.58	5	769.92	3849.58	3	769.92	2309.75
B.16.14	ELECTRONICS PART - INDOOR - THERMISTOR & DEFROST SENSOR - RREL5269	EA	5	155.93	779.66	5	155.93	779.66	4	155.93	623.73
B.16.15	ELECTRONICS PART - OUTDOOR - THERMISTOR - COND. TEMP. RREL5248	EA	5	107.20	536.02	5	107.20	536.02	3	107.20	321.61
B.16.16	ELECTRONICS PART - PCB MAIN (UNPROGRAMMED) - RPZKP459 - 64 PIN GRAC INVERTER IDU PCBA (A11977050A)	EA	5	3869.07	19345.34	5	3869.07	19345.34	3	3869.07	11607.20
B.16.17	ELECTRONICS PART - RCC THERMISTOR - FOR GRAC SAC INVERTER MODELS - A163819BTM	EA	5	155.93	779.66	5	155.93	779.66	4	155.93	623.73
B.16.18	MOTOR - DC FOR S (950MM) / (1050MM) IDU - (SIC-41CVJ-F431-2) CONN. RED	EA	5	3186.86	15934.32	5	3186.86	15934.32	3	3186.86	9560.59
B.16.19	MOTOR - DC NIDEC - SIC-58FV-D847-2 (894 10300004) WOLONG - ZWA228L36B (894 10300005) 792 MM INVERTER SAC ODU	EA	5	2923.73	14618.64	5	2923.73	14618.64	3	2923.73	8771.19
B.16.20	PLASTIC PART - FAN GRILLE - FOR CABINET C' ODU-A11623440A	EA	5	711.44	3557.20	5	711.44	3557.20	3	711.44	2134.32

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B.16.21	PLASTIC PART - HOSE - DRAIN (849 1010015) - SAC EVAP - RAS010EQD/RAS014EQD	EA	5	165.68	828.39	5	165.68	828.39	2	165.68	331.36
B.16.22	PLASTIC PART - MOLDED FILTER FOR M (1050MM) IDU (IN) - A11580700D	EA	5	584.75	2923.73	5	584.75	2923.73	3	584.75	1754.24
B.16.23	PLASTIC PART - T-FLOW FAN FOR M (1050MM) IDU (IN) - A11886760A	EA	5	1461.86	7309.32	5	1461.86	7309.32	3	1461.86	4385.59
B.16.24	SPARES - ELECTRICAL PART - ODU CONTROLLER - INVERTER (9.5Amps) - DC MOTOR (UNPROGRAMMED) - A16382JEEF	EA	1	10895.76	10895.76	1	10895.76	10895.76	1	10895.76	10895.76
B.16.25	SPARES - EVAP.COIL WITH HEADER - 5/8" and 1/4" - R32 - FOR M CHASSIS IDU 16HP 4PASS	EA	1	11431.78	11431.78	1	11431.78	11431.78	1	11431.78	11431.78
Total Amount: Part B (excluding GST) (Rs.)					1601456.83			1601456.83			1078817.95
Quoted percentage on IGGL's estimation mentioned above (in %) QUOTED % SHOULD BE IN THE RANGE OF (-20% to +10%) OF IGGLS'S ESTIMATION		To be Quoted by Bidder									
Total Amount: Part B (considering Quoted Percentage and including GST@18%) (Rs.)					1889719.06			1889719.06			1273005.19
Total Amount Part A+B for all three maintenance bases (including GST@18%) (Rs.)		73,21,661.29									

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| <p>1. FOR PART-B, THE QUOTED % SHOULD BE IN THE RANGE OF (-20% to +10%) OF IGGLS'S ESTIMATION. THE AWARDED ITEM RATES WILL BE PROPORTIONATELY CHANGED DEPENDING ON THE QUOTED PERCENTAGE.</p> <p>2. BIDDER HAS TO COMPULSORILY QUOTE FOR BOTH THE PARTS IN THE SOR.</p> |
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NOTE TO BIDDERS:

1. Quoted percentage should be excluding of GST and as per the details mentioned in the item description of BoQ/Price bid. GST@18% is already considered in the item rates.
Further, Bidder shall mention applicable GST rate in Form-F5.
2. Bidders are requested to submit the blank SOR with "QUOTED/NOT QUOTED" remarks along with the un-priced bid without mentioning any price/rate.
3. PERCENTAGE TO BE ENTERED ONLY IN THE PRICED BID FORMAT/BOQ AVAILABLE IN THE E-TENDERING PORTAL.
4. THE AWARDED ITEM RATES WILL BE PROPORTIONATELY CHANGED DEPENDING ON THE QUOTED PERCENTAGE.

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SECTION-VIII

ATTACHMENTS

PROFORMA FOR CONTRACT AGREEMENT

FOA No/SAP PO No.: IGGL/

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

WHEREAS

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

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of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

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

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

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

AND

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

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE

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made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

Contractor shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

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

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

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

Date: _____

Date: _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____