



**HIRING OF PROJECT MANAGEMENT CONSULTANT (PMC) FOR
CONSTRUCTION MANAGEMENT OF PHASE-III**

**TENDER REF. NO.: IGGL/GHY/C&P/PMC_III(C)/02-26
(IGGL E –TENDER NO: IGGL-100105)**

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

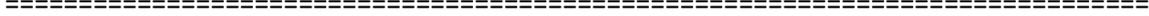
THIS IS AN ELECTRONIC TENDER

For Participation in this tender please visit:

Govt. CPP Portal - <https://etenders.gov.in>

TABLE OF CONTENTS

SL. NO.	SECTION NO.	DESCRIPTION
1.0	I	INVITATION FOR BID (IFB)
2.0	II	BID EVALUATION CRITERIA (BEC) AND EVALUATION METHODOLOGY
3.0	III	INSTRUCTIONS TO BIDDERS
4.0	IV	GENERAL CONDITIONS OF CONTRACT
5.0	V	FORMS & FORMATS
6.0	VI	SPECIAL CONDITIONS OF CONTRACT (SCC) & SCOPE OF WORK (SOW)
7.0	VII	SCHEDULE OF RATES / PRICE SCHEDULE
8.0	VIII	ATTACHMENTS



SECTION-I
INVITATION FOR BID (IFB)

=====

SECTION-I
"INVITATION FOR BID (IFB)"

Ref No: IGGL/GHY/C&P/PMC_III(C)/02-26

Date: 03.02.2026

To,
Prospective Bidders

SUB: HIRING OF PROJECT MANAGEMENT CONSULTANT (PMC) FOR CONSTRUCTION MANAGEMENT OF PHASE-III

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 JOB / BRIEF SCOPE OF WORK/JOB	HIRING OF PROJECT MANAGEMENT CONSULTANT (PMC) FOR CONSTRUCTION MANAGEMENT OF PHASE-III	
(B)	TENDER NO. & DATE	IGGL/GHY/C&P/PMC_III(C)/02-26 dated 03.02.2026 (E-Tender No. IGGL-100105)	
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	<input type="checkbox"/>
		TWO BID SYSTEM	<input checked="" type="checkbox"/>
(D)	COMPLETION/CONTRACT PERIOD	21 MONTHS FROM THE DATE OF KICK OFF MEETING. KICK OFF MEETING WILL BE TENTATIVELY SCHEDULED WITHIN 01 MONTH FROM THE DATE OF FOA.	
(E)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	<input type="checkbox"/>
		NOT APPLICABLE	<input checked="" type="checkbox"/>
		(Refer clause no.16 of ITB)	
(E1)	DECLARATION FOR BID SECURITY	Bidders are required to submit Declaration of Bid Security as per Format F2A.	
(E2)	Applicability of MSE & MII provisions	Applicable	
(E3)	Applicability of Start-Up provisions	Not Applicable	

(F)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From: 03.02.2026 to 24.02.2026 upto 14:00 Hrs, (IST) on following websites: IGGL Website – https://iggl.co.in/ CPP Portal - https://etenders.gov.in
(G)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 11.02.2026 Time : 11:30 HOURS Venue: Online (Refer ITB Clause 17 for details)
(H)	DUE DATE & TIME OF BID-SUBMISSION	Date : 24.02.2026 Time : 14:00 HOURS
(I)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 25.02.2026 Time : 14:00 HOURS
(J)	CONTACT DETAILS OF TENDER DEALING OFFICER	1) Name: Mr. Kulajit Talukdar Designation: General Manager (C&P) & HoD Phone No.: 9531101226/8 E-mail: kulajit.talukdar@iggl.co.in 2)Name: Mr. Debashish Boruah Designation: Senior Officer (C&P) Phone No.: 9531101228/6 E-mail: debashish.boruah@iggl.co.in
(K)	DEALING IGGL'S OFFICE ADDRESS	INDRADHANUSH GAS GRID LIMITED Street Address: Christian Basti, G S Road Floor: 7 th Floor, 122A, NRL Centre City: Guwahati, Assam PIN Code-781005 Country: India

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 (Section-III). The IFB is an integral and inseparable part of the Tender document.
- 4.0 Bids must be submitted only on CPP portal (<https://etenders.gov.in>). Further, the following documents in addition to uploading the bid on CPP portal shall also be **submitted in Original (in physical form) within 7 (seven) days from the bid due date** provided the scanned copies of the same have been uploaded in e-tender by the bidder along with bid within the due date and time to the address mentioned in Bidding Data Sheet (BDS):
- (i) Declaration for Bid Security
 - (ii) Power of Attorney
 - (iii) Line of Credit (If applicable)
 - (iv) Integrity Pact
- 5.0 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.

- =====
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at 2.0 (F) 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.

This is not an Order.

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

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

CUT-OUT SLIP

DO NOT OPEN - THIS IS A QUOTATION

Tender Document No. : IGGL/GHY/C&P/PMC_III(C)/02-26
(E-TENDER NO. IGGL-100105)

Description : **HIRING OF PROJECT MANAGEMENT CONSULTANT
FOR CONSTRUCTION MANAGEMENT OF PHASE-III**

Due Date & Time : **24.02.2026 at 14:00 hrs.**

From: **To:**

.....	GM(C&P) & HOD IGGL, 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam PHONE: :9531101226/8
----------------	---

(To be pasted on the envelope containing Physical documents)

SECTION-II

**BID EVALUATION CRITERIA (BEC) & EVALUATION
METHODOLOGY**

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

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

1.0 BID EVALUATION CRITERIA (BEC):

1.1 BEC (TECHNICAL)

1.1.1 The bidder should have experience in Project Management & Consultancy (PMC) Services in Hydrocarbon Industry.

1.1.2 The bidder should have valid ISO 9001:2015 certification / Latest certification or equivalent established quality management system certification.

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

*Similar work	Minimum Work Order Value		
	I (or)	II (or)	III
Bidder shall have experience of having executed contract of Project Management Consultancy Services (PMC) in Design, Engineering, Procurement, Inspection, Quality Control / Quality Assurance, Construction, Supervision of buried Cross-Country Hydrocarbon Steel Pipeline Project" for any Govt./Semi-Govt./PSU/MNC/Public Ltd. Company/ Pvt. Ltd. in the Hydrocarbon Industry of pipeline having minimum diameter 8-inch and minimum length of 50 Km in a single stretch.	One (01) similar completed work costing not less than Rs.1004.29 Lacs	Two (02) similar completed works/services costing not less than Rs.627.68 Lacs each.	Three (03) similar completed works/services costing not less than Rs. 502.14 Lacs each.

Note:

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

Additional Note to 1.1:

- i) A Job executed by a Bidder for its own plant / projects cannot be considered as experience for the purpose of meeting requirement of BEC of this Tender Document. However, jobs executed for Subsidiary / Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.
- ii) Bids from Consortium / Joint Venture shall not be accepted.
- iii) The bidders who are on Holiday list of IOCL/ ONGCL/ GAIL/ OIL /NRL due to "poor performance" or corrupt and fraudulent practice or blacklisted / banned by any Government Department / Public Sector as on the date of submission of the bid / during the process of evaluation of bids, the offers of such bidders shall also be not considered for opening / evaluation / award.

Further, neither bidder nor their allied agency(ies) are on banning list of IOCL/ ONGCL/ GAIL / OIL/ NRL or Ministry of Petroleum & Natural Gas.

If the tender documents were issued inadvertently / downloaded from website, offers submitted by such bidders shall also not be considered for opening / evaluation / award.

- iv) In case the consultant is executing a contract (of similar works as defined in Clause 1.1.3) which is still running and the contract value executed till one day prior to the 'final due date of submission of the bid' is equal to or more than the minimum prescribed value as mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory execution certificate to this effect issued by the end user/owner.

Further, consultant has to submit execution certificate from the EIC stating the value of work completed upto one day prior to the 'final bid due date.' The execution certificate should have the contact details of the person issuing the certificate with valid email ID. IGGL may take separate confirmation from EIC in this regard and may not consider cases where no confirmation has been received.

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.359 Lacs.**
- 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.72 Lacs.**

Additional Note to 1.2:

- 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, irrespective of overall position of the working capital, mentioned herein above. The line of credit letter from bank to be submitted strictly as per format 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.

The original document for 'Line of Credit' should be submitted along with other physical documents required as per tender conditions, or in response to commercial query, failing which bid shall be rejected.

- 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.

In case the date of constitution/incorporation of the bidder is less than 03 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 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.

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

1.6 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

1.7 DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC

(A) BEC-Technical:

BEC Cl. No.	Description	Documents required for qualification
Documents Required – Technical Criteria		
1.1.2 & 1.1.3	Technical Criteria	<p>a) ISO 9001:2015 certification / latest certification or equivalent established Quality Management System certification.</p> <p>b) Copy of detailed work order along with Schedule of Rates and Completion Certificate issued by end user / Owner.</p> <p>Note:</p> <p>(i) The completion certificates have details like work order no. / date, brief scope of work, completion date, actual value of executed work, etc.</p> <p>(ii) In case of execution certificate, the execution certificate should have details like work order no. / date, brief scope of work, actual value of completed work upto one day prior to the 'final bid due date (certified by EIC), the contact details of the person issuing the certificate with valid email ID.</p> <p>The experience of the bidder is for Project Management & Consultancy Services as per BEC requirement be their own and not as a member of joint venture consortium.</p>

(B) BEC-Financial:

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

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

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

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

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

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

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

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

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

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

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

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

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

In cases where foreign based supporting company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100%

paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa.

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

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

Note:

- 1.0 In case Supporting Company fails to submit Bank Guarantee as per (iii) above, invocation of action as per Bid Security Declaration will be done.
- 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 1.11, as below shall be applicable to above supporting company also.

- 1.10** Apart from the 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.

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

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

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

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

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

=====

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

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

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

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

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

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

Note:

- (i) A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
- (ii) However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.

7. "Transfer of Technology" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.).

8. "Specified Transfer of Technology" means a transfer of technology in the sectors and/or technologies specified at Schedule-I, II & III 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.

1.12 BID EVALUATION METHODOLOGY:

i) Technical Evaluation

Only the bids of bidders meeting the above BEC (Technical) shall be evaluated & will undergo the following Technical Scoring process:

Sl. No.	Quality Parameter	Max Marks Assigned	Remarks
A.	Past Experience in last 7 years reckoned from the bid due date		
BEC Cl. No. 1.1.3	01 No./ Set of Contract complying to the BEC requirement in the last 7 years	15	01 Credential = Full Marks
	No. of additional Contracts of Steel Pipeline executed / under execution in the last 7 years, having min. dia of 8-inch and min. length of 50 Km in a single stretch	15	03 Credentials or more = Full Marks Less than 02 Credentials - Pro-rata. (02 Credential = 2 x 5 = 10 Marks) (01 Credential = 1 x 5 = 05 Marks)
B.	Key personnel on permanent payroll of the company since last five years with minimum experience & educational qualification required as per bid document		
B.1	Project Manager	05	> =25 Years – 05 Marks > =24 Years – 04 Marks > =21 Years – 03 Marks > =18 Years – 02 Marks > =15 Years – 01 Marks No marks below 15-year experience.
B.2	Engineering Manager	05	> =18 Years – 05 Marks > =16 Years – 04 Marks > =14 Years – 03 Marks > =12 Years – 02 Marks > =10 Years – 01 Marks No marks below 10-year experience.
B.3	Planning Manager	05	> =18 Years – 05 Marks > =16 Years – 04 Marks > =14 Years – 03 Marks > =12 Years – 02 Marks > =10 Years – 01 Marks No marks below 10-year experience.
B.4	Construction Manager	05	> =18 Years – 05 Marks > =16 Years – 04 Marks > =14 Years – 03 Marks > =12 Years – 02 Marks > =10 Years – 01 Marks No marks below 10-year experience.

Sl. No.	Quality Parameter	Max Marks Assigned	Remarks
C.	Total strength of Bidder Organization in terms of technically qualified engineering graduate employees on permanent payroll of the company		
C.1	No. of Engineers with overall 7 years of experience with at least 04 years in Hydrocarbon Pipeline Projects	05	10 Credentials or more = Full Marks Less than 10 Credentials - Pro-rata. (09 Credentials = 9 x 0.5 = 4.5 Marks, 08 Credentials = 8 x 0.5 = 04 Marks, and so on)
C.2.1	No. of Engineers with overall 5 years of experience with at least 3 years in Contracts & Procurement	05	05 Credentials or more = Full Marks Less than 05 Credentials - Pro-rata. (04 Credentials = 4 x 1 = 04 Marks, 03 Credentials = 3 x 1 = 03 Marks, and so on)
C.2.2	No. of Finance Officers with overall 5 years of experience with at least 3 years in Finance Department	05	05 Credentials or more = Full Marks Less than 05 Credentials - Pro-rata. (04 Credentials = 4 x 1 = 04 Marks, 03 Credentials = 3 x 1 = 03 Marks, and so on)
C.2.3	No. of Engineers with overall 7 years of experience with at least 3 years in Planning & Engineering Department for Hydrocarbon Pipeline Projects.	05	05 Credentials or more = Full Marks Less than 05 Credentials - Pro-rata. (04 Credentials = 4 x 1 = 04 Marks, 03 Credentials = 3 x 1 = 03 Marks, and so on)
C.2.4	No. of Engineers with overall 5 years of experience with at least 3 years in Cost Estimation.	05	05 Credentials or more = Full Marks Less than 5 Credentials - Pro-rata. (04 Credentials = 4 x 1 = 04 Marks, 03 Credentials = 3 x 1 = 03 Marks, and so on)
C.3	Nos. of Site Quality Inspectors with overall 5 years of experience with at least 3 years in Inspection & Expediting Department (comprising of Mechanical, Instrumentation & Electrical Engineer etc.)	05	05 Credentials or more = Full Marks Less than 05 Credentials - Pro-rata. (04 Credentials = 4 x 1 = 04 Marks, 03 Credentials = 3 x 1 = 03 Marks, and so on)
C.4	Nos. of Site Construction Engineers with overall 5 years with at least 3 years in Construction Supervision of Hydrocarbon Pipeline projects (may comprises Mechanical, Instrumentation, Electrical, Civil & Architectural Engineer etc.).	05	10 Credentials or more = Full Marks Less than 10 Credentials - Pro-rata. (09 Credentials = 9 x 0.5 = 4.5 Marks, 08 Credentials = 8 x 0.5 = 04 Marks, and so on)

Sl. No.	Quality Parameter	Max Marks Assigned	Remarks
C.5	Nos. of Officers in Health, Safety & Environment Department	05	05 Credentials or more = Full Marks Less than 05 Credentials - Pro-rata. (04 Credentials = 4 x 1 = 04 Marks 03 Credentials = 3 x 1 = 03 Marks, and so on)
D	Marks allotted to consultant having executed a pipeline project as PMC in North-East Region of India	05	01 Credential = Full Marks
E	Marks allotted to consultant having office in GUWAHATI	05	01 Credential = Full Marks

The bids which are securing a **technical mark of 75 or more** in absolute terms out of a total of 100 marks will be considered as technically qualified.

(a) Documents required for Evaluation Methodology clause:

For Sl. No. A & D

Bidder shall submit documentary evidence in the form of copy of work order and relevant completion issued by the client in support of above technical bid evaluation criteria duly certified as per requirement below.

For Sl. No. B & C

Bidders shall submit signed copy of Biodata of Key personnel along with copy of the company issued Identity card for all personnel listed under Sl. No. B & C. Further, bidder shall submit an undertaking from their Head of HR Department confirming that the personnel listed under Sl. No. B & C, are employees, on company pay roll as on bid due date along with PF Electronic Challan cum Receipt (ECR) / Return Statement of the prior month of bid due date generated from the EPFO website. The bidder may note that the indicative Engineers in Sl. No. C shall be deployed for Construction Management and Construction Supervision at site.

For Sl. No. E

Bidder should have an established Office set up in GUWAHATI that is owned / Leased / Rented for the project activities (project manager, engineering team, contracts section etc) who are posted at the office. Bidders shall submit details of their office setup along with evidence of ownership / Lease / Rent Agreement.

All documents in support of Technical criteria of bid evaluation criteria (BEC) and Evaluation Methodology to be furnished by the bidders shall necessary be **Duly certified / attested by Chartered Engineer and notary public with legible stamp.**

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

(b) Following are the formats and annexures to the formats for providing details:

Format-A: Experience of Firm

Sl. No.	Description	No. of Credentials	Remarks	Additional Information / Document
BEC Cl. No. 1.1.3	No./ Set of Contract complying to the BEC requirement in the last 7 years	01	Criterion for evaluation: Evidence of work order / completion certificate.	A list of all credentials to be provided as per Annexure to Format -A.
	No. of additional Contracts of Steel Pipeline, executed / under execution, in the last 7 years, having min. dia of 8-inch and min. length of 50 Km in a single stretch		Criterion for evaluation: Evidence of work order / completion certificate.	A list of all credentials to be provided as per Annexure to Format -A.

Annexure to Format-A

Sl. No.	Client Name	Client Type (PSU / Private / Government / Others)	Title / Description of Work (Inch / Length)	Duration of Work (Months / Years)	Contractual Value (INR Lakhs)	Start Date	Completion Date
1							
2							
3							

Format-B: Experience of Key Personnel (Project/Engineering/Planning/ Construction Managers)

Sl. No.	Description	No. of Years of Relevant Experience	Remarks	Additional Information/ Document
B.1	Project Manager		Credentials to be certified by HR Head	Additional information to be provided as per Annexure to Format -B.
B.2	Engineering Manager		Credentials to be certified by HR Head	Additional information to be provided as per Annexure to Format -B.
B.3	Planning Manager		Credentials to be certified by HR Head	Additional information to be provided as per Annexure to Format -B.
B.4	Construction Manager		Credentials to be certified by HR Head	Additional information to be provided as per Annexure to Format -B.

Annexure to Format-B

Sl. No.	Proposed position in the assignment	Name / ECR	ECR No. / UAN No.	Years in the Firm	Qualification	Total Years of Relevant Experience	No. of Years of assignment in Oil & Gas
B.1	Project Manager						
B.2	Engineering Manager						
B.3	Planning Manager						
B.4	Construction Manager						

Note: Company ID Card and ECR/Return Statement of one month prior to bid due date to be attached separately.

Format-C: Strength of Bidder Organization in terms of technically qualified engineering graduate employees on permanent payroll

Sl. No.	Description	No. of Years of Relevant Experience	Remarks	Additional Information/ Document
C.1	Engineers with overall 7 years of experience with at least 04 years in Hydrocarbon Pipeline Projects		Credentials to be certified by HR Head	Additional information to be provided as per Annexure to Format -C.
C.2.1	No. of Engineers with overall 5 years of experience with at least 3 years in Contracts & Procurement		Credentials to be certified by HR Head	Additional information to be provided as per Annexure to Format -C.
C.2.2	No. of Finance Officers with overall 5 years of experience with at least 3 years in Finance Department		Credentials to be certified by HR Head	Additional information to be provided as per Annexure to Format -C.
C.2.3	No. of Engineers with overall 7 years of experience with at least 3 years in Planning & Engineering Department for Hydrocarbon Pipeline Projects.		Credentials to be certified by HR Head	Additional information to be provided as per Annexure to Format -C.
C.2.4	No. of Engineers with overall 5 years of experience with at least 3 years in Cost Estimation.		Credentials to be certified by HR Head	Additional information to be provided as per Annexure to Format -C.
C.3	Nos. of Site Quality Inspectors with overall 5 years of experience with at least 3 years in Inspection & Expediting Department (comprising of Mechanical, Instrumentation & Electrical Engineer etc.)		Credentials to be certified by HR Head	Additional information to be provided as per Annexure to Format -C.
C4	Nos. of Site Construction Engineers with overall 5 years with at least 3		Credentials to be certified by HR Head	Additional information to be provided as per Annexure to

Sl. No.	Description	No. of Years of Relevant Experience	Remarks	Additional Information/ Document
	years in Construction Supervision of Hydrocarbon Pipeline projects (may comprises Mechanical, Instrumentation, Electrical, Civil & Architectural Engineer etc.).			Format -C.
C5	Nos. of Officers in Health, Safety & Environment Department		Credentials to be certified by HR Head	Additional information to be provided as per Annexure to Format -C.

Annexure to Format-C

Sl. No.	Proposed position in the assignment	Name / ECR	ECR No. / UAN No.	Credentials / No. of employee	Qualification	Total Years of Relevant Experience	No. of Years of assignment in Oil & Gas
C.1	Engineers with experience in Hydrocarbon Industry						
C.2.1	Engineers with experience in Contracts & Procurement						
C.2.2	Finance Officers with experience in Finance						
C.2.3	Engineers Officers with experience Planning & Engineering in Hydrocarbon P/L Projects						
C.2.4	Engineers with experience in Cost Estimation						
C.3	Site Quality Inspectors with experience in Inspection & Expediting Department						
C.4	Site Construction Engineers with experience in Construction Supervision of Hydrocarbon Pipeline projects						
C.5	Officers in Health, Safety & Environment Department						

Note: Company ID Card and ECR / Return Statement of one month prior to bid due date to be attached separately.

=====

ii) Bidders who are techno-commercially **qualified** as per **BEC(Technical)** as well as **BEC (Financial)** and also **score minimum technical marks of 75 marks**, will be considered for further **priced-bid opening & evaluation**.

iii) Methodology of Award

The "Schedule of Rates" quoted including GST shall be taken up for evaluation and shall be finalized on **overall least cost** basis to IGGL.

iv) In Case of Tie at L1 Position (when Purchase Preference has no impact on evaluation of L1):

If two or more bids happen to be L1 bidder, then Order will be placed on the bidder with higher Technical Score. In case there is tie at the technical score also then following preference will be considered:

1. In case one of the L1 bidders is MSE owned by women Entrepreneur, then order shall be placed on such bidder.
2. In case one of the L1 bidders is MSE owned by SC/ST Entrepreneur, then order shall be placed on such bidder.
3. If one of the L1 bidders is MSE, then an order shall be placed on such bidders.
4. Otherwise, the order shall be placed on the L1 bidder having a higher turnover in the previous financial year. In case there is a tie at the lowest bid (L-1) position between only startup bidders and none of them has past turnover, the order will be placed on the startup that was registered earlier with the Department of Industrial Promotion and Policy.

v) Purchase Preference:

Purchase preference for MSE & MII are applicable.

In case a bidder becomes L1 after application of relevant Purchase Preference then tie methodology mentioned above will not be applicable / resorted to.

UNDERTAKING ON LETTERHEAD

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

SUB: HIRING OF PROJECT MANAGEMENT CONSULTANT (PMC) FOR CONSTRUCTION MANAGEMENT OF PHASE-III

TENDER NO: **IGGL/GHY/C&P/PMC_III(C)/02-26**

Dear Sir

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

- (i) Not from such a country []

- (ii) If from such a country, has been registered []
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

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

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

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:

UNDERTAKING ON LETTERHEAD

(Applicable in case of Transfer of Technology cases only)

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

SUB: HIRING OF PROJECT MANAGEMENT CONSULTANT (PMC) FOR CONSTRUCTION MANAGEMENT OF PHASE-III

TENDER NO: **IGGL/GHY/C&P/PMC_III(C)/02-26**

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 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-III

List of Sensitive Technologies

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

=====

Appendix-A1 to Section II

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

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

Whereas

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

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

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

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

- =====
- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and IGGL.
 - f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by IGGL, however without prejudice to any rights that IGGL might have against the Supporting Company
 - g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severally responsible to IGGL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

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

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

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

Witness:
1)
2)

Witness:
1)
2)

=====

Appendix-A2 to Section II

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

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

FOR

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

TOWARDS

M/s Indradhanush Gas Grid Limited, a company duly registered under the law of India having its Registered Office at 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati, Assam-781005, India, and having Purchase center at hereinafter called "IGGL" which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

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

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

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

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

=====

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

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

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

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

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

OR

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

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

(Strike through the clause whichever is not applicable)

10. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this

Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

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

Signature _____

Name _____

Designation _____

official seal _____

Witness:

1. Signature _____

Full Name _____

Address _____

2. Signature _____

Full Name _____

Address _____

INSTRUCTIONS FOR FURNISHING GUARANTEE

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

=====

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.:

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

**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))

SECTION-III

INSTRUCTION TO BIDDERS

INDEX

[A] GENERAL:

1. SCOPE OF BID
2. ELIGIBLE BIDDERS
3. BIDS FROM CONSORTIUM
4. ONE BID PER BIDDER
5. COST OF BIDDING
6. SITE-VISIT

[B] TENDER DOCUMENTS:

7. CONTENTS OF TENDER DOCUMENTS
8. CLARIFICATION OF TENDER DOCUMENTS
9. AMENDMENT OF TENDER DOCUMENTS

[C] PREPARATION OF BIDS:

10. LANGUAGE OF BID
11. DOCUMENTS COMPRISING THE BID
12. SCHEDULE OF RATES / BID PRICES
13. GST (CGST & SGST/ UTGST or IGST)
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY
17. PRE-BID MEETING
18. FORMAT AND SIGNING OF BID
19. ZERO DEVIATION & REJECTION CRITERIA
20. E-PAYMENT

[D] SUBMISSION OF BIDS:

21. SUBMISSION, SEALING AND MARKING OF BIDS
22. DEADLINE FOR SUBMISSION OF BIDS
23. LATE BIDS
24. MODIFICATION AND WITHDRAWAL OF BIDS

[E] BID OPENING AND EVALUATION:

25. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
26. BID OPENING
27. CONFIDENTIALITY
28. CONTACTING THE EMPLOYER
29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
30. CORRECTION OF ERRORS
31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
32. EVALUATION AND COMPARISON OF BIDS

33. COMPENSATION FOR EXTENDED STAY

34. PURCHASE PREFERENCE

[F] AWARD OF CONTRACT:

35. AWARD

36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]

37. SIGNING OF AGREEMENT

38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

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

40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE

41. AHR ITEMS

42. VENDOR EVALUATION PROCEDURE

43. INCOME TAX & CORPORATE TAX

44. DISPUTE RESOLUTION MECHANISM

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

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

47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

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

49. PROVISION FOR STARTUPS

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

51. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

52. DOCUMENTS FOR PAYMENT

53. ASSIGNMENT/SUBLET

54. RESTRICTING PARTICIPATION OF NCLT REFERRED BIDDERS

55. CONFLICT OF INTEREST

56. PROFESSIONAL LIABILITY

[G] ANNEXURES:

1. ANNEXURE-I: ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)

2. ANNEXURE-II: BIDDING DATA SHEET (BDS)

3. ANNEXURE-III: POLICY FOR PURCHASE PREFERENCE TO PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA (PPP-MII))

4. ANNEXURE-IV: PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES

5. ANNEXURE-V: PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

=====

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 "Bidding Data Sheet [BFD] / General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer. Employer/Owner/Client/IGGL occurring herein under shall be considered synonymous.
- 1.2 **SCOPE OF BID:** The scope of work / Services / Terms of Reference 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 Tender Documents, the terms 'Bid', 'Tender', 'Proposal' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS:

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on Holiday by IGGL or in any of its promoter companies (only due to "poor performance" or "corrupt and fraudulent practices") or blacklisted / banned by any Government Department / Public Sector on the due date of submission of bid.
Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of IGGL or its promoter companies or the Ministry of Petroleum and Natural Gas.
If the Tender/bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.
In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to IGGL by the bidder.

It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

=====

2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to IGGL by the bidder.

It shall be the sole responsibility of the bidder to inform IGGL their status on above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

2.4 It is Bidder's responsibility to meet the BEC & to secure minimum qualifying technical score and also to furnish all necessary supporting documentary evidence in support of the tender requirement.

2.5 **Power of Attorney:**

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

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

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

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

2.6 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.

- 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, on its own costs.
- 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] – TENDER DOCUMENTS

7 CONTENTS OF TENDER 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 / Terms of Reference
 - Section-VII: Schedule of Rates
 - Section-VIII: Attachments
- 7.2 It shall be considered that the Bidder has read, examined, understood and accepted all the instructions, forms, terms & conditions in the Tender documents. Failure to furnish all information required by the Tender/Bidding Documents or submission of

a Bid not substantially responsive to the Tender/Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8. CLARIFICATION OF TENDER DOCUMENTS:

- 8.1 In case of any clarification(s) on the Tender Documents, the prospective Bidder should furnish relevant format duly filled properly and mentioning the query(ies) to Authorized Signatory in writing or email 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 web site / e-tendering portal / communicated to prospective bidders by e-mail.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9. AMENDMENT OF TENDER 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 Tender / 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 (F) of IFB. 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:

All the contents of the bid as 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:**

The Bid must be submitted on CPP portal as follows:

11.1 **"TECHNO-COMMERCIAL / UN-PRICED BID"** shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) Copies of documents, as specified in tender document.
- (d) Copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item as a confirmation that the prices are quoted in requisite format.
- (e) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (f) 'Agreed Terms and Conditions', as per 'Form F-5'.
- (g) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (h) Copy of Power of Attorney / copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.5 of ITB.
- (i) Declaration for Bid Security as per provision of ITB.
- (j) Undertaking as per Form-1 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-2 to Annexure-III to Section-III.
- (k) Undertaking as per Form-I to Section-II regarding Provisions for Procurement from a Bidder which shares a land border with India.
- (l) All Forms and Formats including Annexures.
- (m) 'Integrity Pact' as per prescribed Form.
- (n) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed / digitally signed by the Authorized Signatory holding PoA.
- (o) Additional document specified in BDS, SCC, Scope of Work or mentioned elsewhere in the Tender Document, its Corrigendum / Amendment / Clarification(s).
- (p) Any other information/details required as per Tender Document

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

11.2 **Price Bid / Financial Bid / Schedule of Rate (SOR):**

- i) The Prices are to be submitted strictly as per the Price Bid / Schedule of Rate on CPP portal. 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 or anywhere else in the offer. In case Bidder(s) intend to offer any

- Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
 - iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of un-priced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
 - v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

Further, Bidders must submit the original "Declaration of Bid Security (if applicable), Power of Attorney, Integrity Pact (wherever 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.

12 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Tender Documents, the Contract shall be for the whole job/works as described in Tender 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 & duties except **GST (CGST & SGST/UTGST or IGST)**.
- 12.2 Bidder shall quote for all the items of Price Bid / "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Tender 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 Tender Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.3 All duties, taxes and other levies [if any] payable by the Consultant 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).**

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

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

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

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

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

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

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

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

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

Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government

Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears. The base date for the purpose of applying statutory variation shall be the Bid Due Date.

- 13.5 Where IGGL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:
- 13.5.1 Owner/ IGGL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST to enable Owner/ IGGL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 13.5.2 The input tax credit of quoted **GST (CGST & SGST/UTGST or IGST)** shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 13.6 Where IGGL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**:
- 13.6.1 Owner/ IGGL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis .
- 13.6.2 The bids will be evaluated based on total price including mentioned **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, Bids will be evaluated as per quoted prices without loading of **GST (CGST & SGST/UTGST or IGST)**. 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 mentioned by the bidder.

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

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

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

13.10 Anti-profiteering clause:

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

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

- 13.12 GST as included / mentioned by the bidder, shall be deemed as final and binding for the purpose of bid evaluation.

In case a bidder includes / mentions "zero/blank" GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the "zero" or mentioned GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

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

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

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

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

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

Service Provider 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 Service Provider 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 Service Provider (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 Service Provider under this contract or under any other contract.

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

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

=====

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

14. BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15. BID VALIDITY:

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

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. Bidder may refuse the request without forfeiture of his EMD/Bid Security.

A Bidder agreeing to the request will not be required or permitted to modify his Bid.

16. EARNEST MONEY DEPOSIT: NOT APPLICABLE FOR THIS TENDER

16A DECLARATION FOR BID SECURITY

All participating bidders 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;

debashish.boruah@iggl.co.in

Meeting Link will be shared to those bidders who submit their queries as per Tender Format F-11 by 10.02.2026

- =====
- 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 both or either of the websites mentioned in IFB 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 initialled 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.

19. ZERO DEVIATION AND REJECTION CRITERIA:

- 19.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Tender Document" may lead to rejection of bid. IGGL will accept bids based on terms & conditions of "Tender / 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 Document", and submit all requisite documents as mentioned in this "Tender Document", 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) Bidder not meeting Bid Evaluation Criteria and/or minimum technical score as mentioned in Tender Document
- (b) Firm Price
- (c) Bid Security Declaration
- (d) Specifications & Scope of Work / Terms of Reference
- (e) Schedule of Rates / Price Schedule / Price Basis
- (f) Duration / Period of Contract/ Completion schedule
- (g) Period of Validity of Bid
- (h) Price Reduction Schedule
- (i) Contract Performance Security
- (j) Guarantee / Defect Liability Period (if applicable)
- (k) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (l) Force Majeure & Applicable Laws
- (m) Integrity Pact, if Applicable
- (n) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

20. **E-PAYMENT**

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

=====

[D] – SUBMISSION OF BIDS

21. SUBMISSION, SEALING AND MARKING OF BIDS

- 21.1 Bids shall be submitted on CPP portal. No Manual / Hard copy (original) / E-mail offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB.
- 21.2 Bids submitted under the name of AGENT / REPRESENTATIVE / RETAINER / ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22. DEADLINE FOR SUBMISSION OF BIDS:

- 22.1 The bids must be submitted on CPP portal not later than the date and time specified in the tender documents.
- 22.2 IGGL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 8 and/or 9 of ITB refers). In which case all rights and obligations of IGGL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on IGGL's website/ CPP portal/ communicated to the bidders.

23. LATE BIDS:

- 23.1 CPP portal shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.
- 23.2 In case of e-tendering, where the bid bond/physical documents have been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/physical documents shall be returned.
- 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.

24. MODIFICATION AND WITHDRAWAL OF BIDS

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

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

- 24.2 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 invocation of action as per Bid security declaration and rejection of Bid.
- 24.4 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

[E] – BID OPENING AND EVALUATION

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

- 25.1 IGGL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for IGGL's action. However, Bidder if so, desire may seek the reason (in writing) for rejection of their Bid to which IGGL shall respond quickly.
- 25.2 A bidder is also 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 Further, following decisions of IGGL shall not be subject to review:
- a) Determination of the need for procurement;
 - b) Selection of the mode of procurement or bidding system;
 - c) Choice of selection procedure;
 - d) Provisions limiting participation of bidders in the procurement process;
 - e) The decision to enter into negotiations with the L1 bidder;
 - f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
 - g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
 - h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible

26. **BID OPENING**

26.1 **Unpriced Bid Opening:**

IGGL will open unpriced bids on the e-tendering portal at the scheduled date & time.

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 informed to all bidders through e-tendering portal (including techno-commercially not qualified Bidders). Price bids will be on the e-tendering portal at the scheduled date & time.

26.2.2 The priced bids of those Bidders who were not found to be techno-commercially responsive shall not be opened.

26.3 As tender is processed on CPP portal, public opening of bids is not applicable.

26.4 **Discussions & Availability of Professional staff/experts:**

The successful bidder shall be invited for discussions if considered necessary by IGGL.

Discussions will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. IGGL and Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics and reporting. These documents will then be incorporated in the Contract as "Description of Services". Having selected the Consultant on the basis of tender requirement, an evaluation of proposed Professional staff, IGGL expects to discuss a Contract on the basis of the Professional staff named in the Proposal. Before Contract discussions, IGGL will require assurances that the Professional staff will be actually available. IGGL will not consider substitutions during contract discussions unless both parties agree that undue delay in the selection process makes such substitution unavoidable or such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

During execution of the assignment, if for unavoidable reasons, the Consultant proposes for substitution of key personnel, the same may be allowed by IGGL, without any prejudice to the completion period. However, in such a situation also, the key staff proposed for substitution shall have qualifications and experience equal to or better than the key staff earlier working for the assignment.

=====

26.5 Conclusion of the discussion

Discussion will conclude with a review of the draft Contract. To complete discussions IGGL and the Consultant will initial the agreed Contract.

After completing discussions, IGGL shall award the Contract to the selected Consultant.

If the discussions with the selected successful bidder fail, the employer/owner/IGGL shall cancel the bidding process and re-invite the bids.

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

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

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

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

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

- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive {both during Techno-commercial evaluation and Financial Evaluation 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).

30. **CORRECTION OF ERRORS:**

Not Applicable.

31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS:

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

32. EVALUATION AND COMPARISON OF BIDS

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

33. COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE

34. PURCHASE PREFERENCE:

Purchase preference to Micro & Small Enterprises (MSEs), ~~Domestically Manufactured Electronic Products / Telecom Products~~ or Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 etc. shall be allowed as per Government instructions in vogue, as applicable from time to time.

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

Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on e-tender portal. However, evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on e-tender portal.

=====

[F] – AWARD OF CONTRACT

35. AWARD:

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

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

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

36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE:

- 36.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by IGGL either by E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on IGGL and successful Bidder (i.e., Service Provider/Consultant). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance / SAP Work Order 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 Work order, without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance / SAP Work Order 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 Consultant 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 Consultant] and of 'State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Consultant. Failure on the part of the successful consultant to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for Action as per Bid Security declaration. However, signing of Agreement shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 10 Lakh (exclusive of GST).

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

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

38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from IGGL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Insurance Surety Bond or Fixed Deposit Receipt or Bank Guarantee (including e-Bank Guarantee) or Letter of Credit and shall be in the currency of the Contract.

However, CPS shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).

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

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

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

SD / CPBG @ 5% of Total Order / Contract value in case contract period is less than one year or 5% of Annualized Order /Contract value in case contract period is more than one year.

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

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 upto three months beyond the DLP/Warranty/Guarantee specified in Bid Data Sheet.

The Service Provider/Consultant shall submit CPS as per Form F-4 of Tender Document only. Further, they also submit covering letter along with CPS as per format at F-4.

- =====
- 38.4 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for consideration of the annulment of the award and forfeiture of the EMD /action as per declaration for Bid Security.
- 38.5 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.
- 38.6 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to IGGL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by IGGL.
- 38.7 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of IGGL's Bank Account is mentioned in BDS. ~~Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.~~
- While remitting such online transaction, the bidder must indicate **"Security Deposit/ Contract Performance Security against FOA/LOA/SAP PO no. _____(service provider/consultant 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."
- 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 CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the afore mentioned financial instrument of CPBG/ Security Deposit submitted by the Service Provider.
- 38.10 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).

=====

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

38.12 The first payment to contractor/ vendor/supplier is to be released only after submission of Contract Performance Security (CPS)/ Security Deposit (SD).

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 LOA/FOA/Notification of award) plus 4.0% P.A. (on CPBG/SD amount) shall be charged for delay beyond 30 days i.e. from 31st days after issuance of FOA/LOA/Notification of Award.

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

39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-IV which shall supersede the Annexure attached with the GCC.

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

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

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

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

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

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES: [FOR APPLICABILITY OF THIS CLAUSE, REFER BDS]

40.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012

proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing own their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply up to 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be reserved for MSEs owned by SC/ST entrepreneurs.

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

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

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

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

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

- a) In case of proprietary MSE, Proprietor(s) shall be Women.
- b) In case of partnership MSE, the Women partners shall be holding at least 51% share in the unit.
- c) In case of private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

40.3 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

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

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

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

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

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

MSEs are advised to update their latest status on e-tender portal also to avoid complications during the evaluation.

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

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

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

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

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

41 AHR ITEMS

Not Applicable

42 VENDOR PERFORMANCE EVALUATION:

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

43 INCOME TAX & CORPORATE TAX

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

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

43.3 TDS

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

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

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

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

(II) Twice the rate or rates in force

(III) 5%

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL:

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

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

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

44.2 CONCILIATION AND ARBITRATION

1.0 CONCILIATION

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

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

2.0 ARBITRATION

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

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

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

Arbitrator within 30 days from the receipt of the communication from IGGL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and IGGL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of IGGL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of "Delhi International Arbitration Centre".

OR

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

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

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

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

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

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

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

Not Applicable

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

While engaging the contractual manpower, Contractors (Consultants) 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 (consultant) should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If service provider has raised the invoice for full value, then service provider should issue Credit Note towards the applicable PRS amount with applicable taxes.

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

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

51. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

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

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

52. **DOCUMENTS FOR PAYMENT:**

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

However, for release of payment, Service Provider (Consultant) 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. **ASSIGNMENT/SUBLET**

Consultant shall not have the right to assign or transfer the benefit and obligations of the contract or any part thereof to the third party without the prior express approval in writing of IGGL which it shall do at its discretion. However, in event of that all legal/contractual obligations shall be binding on Consultant only.

54. **RESTRICTING PARTICIPATION OF NCLT REFERRED BIDDERS**

- (i) Offer from the following type of bidders/members of consortium will not be considered:
 - a) Bidders who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).
 - b) Bidders whose resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage of evaluation of bid.
- (ii) It will be responsibility of the bidder/contractor/vendor to inform IGGL within 15 (Fifteen) days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code.
- (iii) If bidder fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any latter stage, their offer is liable to be rejected by IGGL.

=====

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

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

55. CONFLICT OF INTEREST

54.1 The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting or other activities that conflict with the interest of the Employer under the contract.

54.2 IGGL policy requires that consultants provide professional, objective, and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of IGGL. Without limitation on the generality of the foregoing, consultants shall not be hired under the circumstances set forth below:

- a. Conflict between consulting activities and procurement of goods, works or services (other than consulting services covered by these Guidelines): A firm that has been engaged by IGGL to provide goods, works, or services (other than consulting services covered by these Guidelines) for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services for the Project. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services (other than consulting services covered by these Guidelines) resulting from or directly related to the firm's consulting services for such preparation or implementation.
- b. Conflict among consulting assignments: Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a client in the privatization of public assets shall neither purchase,

nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.

- c. Relationship with Employer's staff: Consultants (including their personnel and sub-consultants) that have a business or family relationship with a member of the Employer's staff (or of the project implementing agency's staff) who are directly or indirectly involved in any part of: (i) the preparation of the TOR of the contract (ii) the selection process for such contract or (iii) supervision of such contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the contract.
- d. A Consultant, who prepares Detailed Feasibility Report (DFR) of a Project is not debarred from participating as Project Management Consultant (PMC) for the same Project as both are services in nature. If a Consultant is engaged for preparation of TOR of an assignment, such Consultant shall not be allowed to participate in bidding process of the assignment in question.
- e. A Consultant, who has been appointed by IGGL to assist in a bidding process where IGGL is a bidder, should not be a Consultant to any other prospective bidder(s) for the same assignment. Similarly, a Consultant appointed by any competitor of IGGL in a bidding process shall not be qualified in IGGL's tender for the same assignment.

54.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

54.4 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

54.5 Unfair Advantage: Fairness and transparency in the selection process require that consultants or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the

assignment in question. To that end, the Employer shall make available to all the short-listed consultants together with the request for proposals all information that would in that respect give a Consultant a competitive advantage.

56. PROFESSIONAL LIABILITY

The consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession.

Consultant must have a certain degree of accountability, on its part, for any advice and/or for any service rendered to IGGL, keeping in view norms of ethical business, professionalism and the fact that such advice/service is being rendered for a consideration, as per the terms of the contract/tender.

In case of failure by Consultant to above, IGGL can initiate action like seeking explanation, issuing warning and any other action as deemed fit as per provisions of contract.

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>

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/PMC_III(C)/02-26				
2.1	The name of the Services to be performed is: HIRING OF PROJECT MANAGEMENT CONSULTANT (PMC) FOR CONSTRUCTION MANAGEMENT OF PHASE-III				
3	<p>BIDS FROM CONSORTIUM/ JOINT VENTURE</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	<p>For clarification purposes only, the communication address is: Attention: <u>Kulajit Talukdar, General Manager (C&P) & HoD</u> 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):</p> <ul style="list-style-type: none"> - As per Bid Evaluation Criteria (BEC) section-II of this tender. 				
12	<p>Additional Provision for Schedule of Rate/ Bid Price are as under:</p> <ul style="list-style-type: none"> - <u>NIL</u> 				

12 & 13	Whether IGGL will be able to avail input tax credit in the instant tender								
	<table border="1"> <tr> <td data-bbox="571 344 624 376">YES</td> <td data-bbox="858 353 991 421"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="571 456 624 488">NO</td> <td data-bbox="858 456 991 524"><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="405 629 651 712">Services to be rendered at</td> <td data-bbox="667 629 1444 819">Indradhanush Gas Grid Limited Complete address of work center- 7th Floor, 122A, NRL Centre, Christian Basti, G. S. Road, Guwahati, Assam-781005, Country: INDIA</td> </tr> <tr> <td data-bbox="405 824 533 855">PAN No.</td> <td data-bbox="667 824 1444 855">AAECI9589F</td> </tr> <tr> <td data-bbox="405 869 517 900">GST no.</td> <td data-bbox="667 869 1444 900">18AAECI9589F1ZZ</td> </tr> <tr> <td data-bbox="405 913 651 996">IGGL Bank details</td> <td data-bbox="667 913 1444 1189"> Account holder's name: INDRADHANUSH GAS GRID LIMITED Bank Name: State Bank of India Account No.: Current A/C No. 37967639273 IFSC Code: SBIN0003030 BRANCH: Dispur Branch, Guwahati, ASSAM-781006 </td> </tr> </table>	Services to be rendered at	Indradhanush Gas Grid Limited Complete address of work center- 7 th Floor, 122A, NRL Centre, Christian Basti, G. S. Road, Guwahati, Assam-781005, Country: INDIA	PAN No.	AAECI9589F	GST no.	18AAECI9589F1ZZ	IGGL Bank details	Account holder's name: INDRADHANUSH GAS GRID LIMITED Bank Name: State Bank of India Account No.: Current A/C No. 37967639273 IFSC Code: SBIN0003030 BRANCH: Dispur Branch, Guwahati, ASSAM-781006
Services to be rendered at	Indradhanush Gas Grid Limited Complete address of work center- 7 th Floor, 122A, NRL Centre, Christian Basti, G. S. Road, Guwahati, Assam-781005, Country: INDIA								
PAN No.	AAECI9589F								
GST no.	18AAECI9589F1ZZ								
IGGL Bank details	Account holder's name: INDRADHANUSH GAS GRID LIMITED Bank Name: State Bank of India Account No.: Current A/C No. 37967639273 IFSC Code: SBIN0003030 BRANCH: Dispur Branch, Guwahati, ASSAM-781006								
14	The currency of the Bid shall be INR								
15	The bid validity period shall be 03 (Three) Months from final 'Bid Due Date'								
38	<p>In case 'Contract Performance Security' is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favour 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. "CPS/....." in narration while remitting the CPS amount in IGGL's Bank Account.</u></p>								

D. SUBMISSION AND OPENING OF BIDS					
ITB clause	Description				
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.				
4.0 of IFB	For bid submission purposes only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, the Owner’s address is: Attention: Kulajit Talukdar, General Manager (C&P) & HoD Street Address: Indradhanush Gas Grid Limited (IGGL) 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005 Country: INDIA				
26	The bid opening shall take place at: - Online at CPP portal				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
32	Evaluation Methodology is mentioned in Section-II.				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	State of INDIA which stamp paper is required for Contract Agreement: <u> ASSAM </u>				
38	Contract Performance Security/ Security Deposit <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 5px;">APPLICABLE</td> <td style="text-align: center; padding: 5px;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="text-align: center; padding: 5px;">NOT APPLICABLE</td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> </tr> </table> <p>The value/ amount of Contract Performance Security/ Security Deposit As per ITB Clause 38.2</p>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
39.3	Name and contact details of nodal officer are as under: Shri Kulajit Talukdar, General Manager (C&P) & HoD Tel: 9531101226/8 Email: kulajit.talukdar@iggl.co.in				

	Whether tendered item is non-splitable or not-divisible:				
	<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	Provision of AHR Item:				
	<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	Quarterly Closure of Contract				
	<table border="1"> <tr> <td>APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="checkbox"/></td> </tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
	Bonus for Early Completion:				
	<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	Applicability of provisions relating to Start-ups:				
	<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"/>				
	Defect Liability Period:				
	<table border="1"> <tr> <td>APPLICABLE</td> <td><input type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				

40	<p>Applicability of provisions relating to MSE:</p> <table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
	<p>Applicability of provisions relating to PPP-MII:</p> <table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				

=====

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-17013) dated 21.08.2024 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) - Revision issued by DPIIT on 19.07.2024.

The following modifications as per Notification No. FP-20013/2/2017-FP-PNG- Part(4) (E-41432) dated 26.04.2022 from MoP&NG and incorporated in Para 1.0 above shall continue:

- Limit for exemption of small purchase under para 4 of the PPP-MII Order, 2017 shall be Rs. 1 Crore.
- HP-HT operation in upstream oil and gas turbines activities shall be exempted from applicability of the Order.

Whereas, in respect of Local value addition through services, as per communication no. F.No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.03.2024 of MoP&NG, the same is modified as under:

Local Value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CMC etc. shall continue to be considered in local content calculation and the scope of this relaxation shall be limited to the items (as per list enclosed) to be installed/operated in flammable environment of Oil and Gas processing industry.

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

3.0 **DEFINITIONS:-**

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

Further Local value addition through services such as transportation, insurance, installation, commissioning, training, and after sales services support like AMC/CMC etc. shall be considered in local content calculation and the scope of this relaxation shall be limited to the items (as per list enclosed) to be installed/operated in flammable environment of Oil and Gas processing industry.

Explanatory notes for calculation of local content given below:

- a) Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- b) The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.
- c) Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows:

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/ makes or corporate image of a company/ organization/ firm for an imported product would amount to rebranding.

- d) To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
- e) For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

-
- (ii) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of equal to or more than 50%.
'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of more than 20% but less than 50%.
'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
 - (iii) **L1** mean the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per tender or other procurement solicitation.
 - (iv) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for purpose of purchase Preference.
 - (v) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas.
 - (vi) **Procuring Entity** means Indradhanush Gas Grid Limited (IGGL).
 - (vii) **Works** means all the works as per Rule 130 of GFR-2017 also include 'turnkeyworks'

3A Special treatment for items covered under PLI Scheme

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the Item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

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 MANDATORY SOURCING OF ITEMS, WITH SUFFICIENT LOCAL CAPACITY AND COMPETITION, FROM CLASS-I LOCAL SUPPLIERS IN SI/EPC/TURKEY CONTRACTS/SERVICE TENDERS

- (a) The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes.
- (b) Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

7.0 PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII:

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

be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

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

to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

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

8.0 **EXEMPTION IN SOURCING OF SPARES AND CONSUMABLES OF CLOSED SYSTEMS FOR PURCHASE PREFERENCE**

Procurement of spare parts/consumables and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.

9.0 **VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION**

- a) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide as per proforma at Form-1, that the item offered meets the minimum local content for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.
- b) In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form-1 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per proforma at Form -2.

The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of

=====

execution of the project, for all contracts above INR 10 Crore, the contractor/supplier shall be required to give local content certification duly certified by cost/chartered accountant in practice For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.

- 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:

-
- The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - 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);
 - 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 such a manner that ongoing procurements are not disrupted

10. 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.

=====

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

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

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

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

- a) Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition: For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class- II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:
 - (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.

- b) Items reserved exclusively for procurement from MSEs as per PPP-MSE Order: These items are reserved exclusively for purchase from MSEs. Hence, non- MSEs are not eligible to bid for these items. Possible scenarios can be as under:
 - (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.

=====

c) If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:

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

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
- (iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
- (iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPPMII Order. For the balance quantity, contract is to be awarded to L-1 bidder. (Refer Illustrative example).

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

- (i) L-1 is "MSE Class-I local supplier"- Contract is awarded to L-1.
- (ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.
- (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:
 - L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier"- Contract is be awarded to L1.
 - L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to

 be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept - contract to be awarded to L-1.

- d) Items reserved for both MSEs and Class- I local suppliers: These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.
- e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

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

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

Item = Desktop Computer
 Quantity = 50 numbers

Details of Bid Received

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

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (Rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.

-
2. For 50% of balance quantity of 37 number (tendered quantity of 50- 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.

 3. For remaining quantity i.e. 18 nos. (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.

=====

FORM-1 TO ANNEXURE-III TO SECTION-III

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

To,

M/s INDRADHANUSH GAS GRID LIMITED

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

SUB:

TENDER NO:

Dear Sir

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

Class-I Local supplier []

Class-II Local Supplier []

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

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

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

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

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

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

FORM-2

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

(IN CASE BIDDER IS CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER)

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 the bidder**) hereby certify that as per definition specified in policy, M/s. _____ (**Name of the bidder**) is

Class-I Local supplier []

Class-II Local Supplier []

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

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

Name of Audit Firm:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership no.

Note:

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

=====

ANNEXURE-IV

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

A Definitions:

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

=====

A.9 "Investigating Agency" shall mean any department or unit of IGGL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the IGGL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

A.10 "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding IGGL 's rights of audit or access to information.

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

Suspension of order/ contract:

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

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

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

Sl. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process.	06 Months

	For example, if an agency confirms not being in holiday in IGGL /PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	
2	Corrupt/Fraudulent (except mentioned at sl. no. 1 above) /Collusive/Coercive Practices	01 year
2.1	If an agency again commits Corrupt/Fraudulent (except mentioned at sl. no. 1 above) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity.	2 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by IGGL	2 years
4	If act of vendor/ contractor is a threat to the National Security	2 years

C Effect of banning on other ongoing contracts/ tenders

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

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.

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.

- 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

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

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

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

(C) Where Performance rating is "FAIR":

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

5.2 FOR CONSULTANCY JOBS

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

5.3 FOR OPERATION & MAINTENANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

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

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

(C) Where Performance rating is "FAIR"

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

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

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

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

7.0 **EFFECT OF HOLIDAY**

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

7.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those

incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

7.3. Effect on other ongoing tendering:

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

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

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

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

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

10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

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

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

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

11. **ERRANT BIDDER**

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

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

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

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

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

**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

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	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations ≤ 2	2 marks
	3. No. of deviations > 2	0 marks

1.3 RELIABILITY PERFORMANCE

20 Marks

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

**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	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations ≤ 2	2 marks
	3. No. of deviations > 2	0 marks

1.3 RELIABILITY PERFORMANCE

20 Marks

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

SECTION-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

“CONSULTANCY”

=====

ARTICLE 3.1: DEFINITIONS AND INTERPRETATIONS

In this Document, as hereunder defined, the following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

AGREEMENT means the agreement concluded on non-judicial stamp paper between IGGL and Consultant for Services as per this Bid document.

IGGL/OWNER shall mean IGGL (Indradhanush Gas Grid Limited).

IGGL'S REPRESENTATIVE means the person appointed or authorized from time to time by IGGL for execution of the contract.

CONSULTANT'S REPRESENTATIVE means the person appointed from time to time by CONSULTANT for execution of the Contract.

ENGINEER-IN-CHARGE/EXECUTIVE-IN-CHARGE shall mean the person designated from time to time by the IGGL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

SIGN OFF means a recorded statement for completion of a milestone/major activity by consultant as envisaged in this document and accepted by IGGL.

CONTRACT shall mean Letter of Acceptance and all attached exhibits and document referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

SERVICES mean the duties to be performed and the services to be rendered by consultant according to the terms and conditions of the Contract.

HEADINGS the headings appearing herein are for convenience only and shall not be taken in consideration in the interpretation or construction of the Contract.

SINGULAR AND PLURAL WORDS importing the singular only also include the plural and vice-versa where the context requires.

ARTICLE 3.2: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTANT

3.2.1 Consultant shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said Project work. Consultant shall in all professional matters act as a faithful advisor to IGGL and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services for which it is engaged.

Consultant, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.

Consultant shall prepare and submit documents/reports etc. in due time and in accordance with the Tender Conditions.

=====

3.2.2 Consultant will maintain for the performance of the Contract, personnel as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without written approval of IGGL.

ARTICLE 3.3: IGGL'S REPRESENTATIVE

3.3.1 IGGL shall nominate its Representative(s) who shall be entitled to act on behalf of IGGL with respect to any decision it is empowered to make. The bill / invoice of consultant will be certified for payment by such representative.

ARTICLE 3.4: CONSULTANT'S REPRESENTATIVE

3.4.1 Consultant shall nominate a qualified and experienced person as its Representative who will be the contact person between IGGL and Consultant for the performance of the Contract. This nomination shall be done within ten (10) days after the coming into force of the Contract. The consultant shall notify IGGL in writing prior to the appointment of a new representative. Consultant's Representative may be replaced only with IGGL's consent after getting approved his/her CV from IGGL.

IGGL shall be at liberty to object to any nomination and to require Consultant to remove Consultant's representative for good causes. The consultant shall replace immediately such person by competent substitute at no extra cost to IGGL.

3.4.2 Consultant's Representative shall be entitled to act on behalf of consultant with respect to any decisions to be made under the Contract.

ARTICLE 3.5: PAYMENT TERMS

3.5.1 IGGL shall pay for the services rendered as per stipulation in the tender through E-Banking only. All Bank charges of bankers shall be to the consultant's account.

3.5.2 The consultant will invoice IGGL according to the terms and conditions provided in the tender.

3.5.3 Payment terms will be as follows:

3.5.3.1 **For all consultancy jobs for preparation of reports**, payment terms will be as follows:

- 60% on submission & acceptance of Draft report.

Where outsourcing will be required, payment will be released on the basis of Milestones achieved within 60% such as submission of report for market survey, etc. The payment for such milestones will be restricted to actual payment made to outsourced agency/ies subject to 40% within 60% limit.

- 40% on submission & acceptance of Final report.

Where EMP/EIA/RRA is involved, the 40% payment will be divided as follows: -

- 20% on submission and acceptance of final DFR/Report
- 20% on submission and acceptance of EMP/EIA/RRA

If acceptance is not conveyed within 30 days, it will be presumed to be accepted.

3.5.3.2 For Acquisition/Due diligence consultancy cases; the payment terms will be as follows:

Stages (Percentage of Lumpsum price)	Payment
a) On submission and acceptance of draft report	40%
b) On submission and acceptance of final report by IGGL	20%
c) On formulation and submission of Bid	15%
d) On negotiations, deal finalization and deal execution	25%

If acceptance is not conveyed within 30 days, it will be presumed to be accepted.

IGGL reserves the right to enter into the next Stage or terminate the contract at the completion of the previous Stage as indicated above and submission of all the deliverables pertaining to the Stage completed. In such case the payment to the Consultant shall be restricted to payments payable for the Stage completed as indicated above.

3.5.3.3 For PMC Jobs / Project Quality Consultants, payment terms shall be as follows:

- On completion of Milestones against each activity of Project as identified in the scope of work progressively based on Fortnightly invoices : 95%
- After close out of Project on completion of job in all respects : 05%

3.5.3.4 For Back-up Consultants for Project Monitoring and for Third Party Inspection Services, payment will be based on Manday Rate (per diem).

3.5.4 In case of disputes concerning invoice(s), IGGL shall return said invoice(s) to consultant within fifteen (15) days from its/their receipt specifying in writing the reasons for its/their rejection.

IGGL shall pay the undisputed amount of the invoice(s) according to Article - 3.5.3 hereof. The disputed amount, if any, shall be paid after mutual settlement between IGGL and Consultant.

Total or partial rejection of the invoice(s) shall not release Consultant from any of its obligations under the Contract.

ARTICLE 3.6: PERFORMANCE GUARANTEE

3.6.1 Consultant shall submit to IGGL an unconditional, irrevocable and on first demand guarantee from any Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The value of the Contract Performance Guarantee shall be 10% of contract value for the due performance of the Contract. The Contract Performance Guarantee shall be valid for a period of 03 (Three) months beyond the guarantee/warranty/DLP period of the contract. All expenses incurred in obtaining such a guarantee shall be borne by the consultant.

3.6.2 In case of extension of completion period, Consultant shall be required to extend the performance guarantee for an appropriate period of time as per contractual requirements.

ARTICLE 3.7: CONFIDENTIALITY

3.7.1 Consultant/IGGL shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by IGGL/Consultant without the prior written consent of the latter.

3.7.2 Consultant further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided however that Consultant shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

ARTICLE 3.8: TAXES AND DUTIES

3.8.1 Consultant shall pay any and all taxes including service tax, duties, levies etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties.

3.8.2 Statutory variation in taxes (GST, CST, LST, WCT, withholding tax, service tax etc.) and duties, if any, within the contractual completion period shall be borne by IGGL. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.

3.8.3 The consultant will not claim from IGGL any taxes paid by him.

3.8.4 IGGL shall deduct Income tax at source at applicable rates.

ARTICLE 3.9: RESOLUTION OF DISPUTES / ARBITRATION

Refer Tender ITB Clause 44

ARTICLE 3.10: LEGAL CONSTRUCTION

3.10.1 Subject to the provisions of this Article, the Contract shall be, in all respects, constructed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated at Guwahati, Assam(India).

ARTICLE 3.11: SUSPENSION OF THE PREFORMANCE OF DUTIES AND SERVICES

3.11.1 IGGL may suspend in whole or in part the performance of services of consultants any time upon giving not less than fifteen (15) days' notice.

3.11.2 Upon notice of suspension, the Consultant shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.

3.11.3 Upon suspension of the performance of services, Consultant shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to the contract price.

3.11.4 By fifteen days prior notice, IGGL may request Consultant to resume the performance of the services, without any additional cost to IGGL.

3.11.5 In case of suspension of work by consultant on IGGL request, no demobilization and remobilization charges will be paid.

3.11.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate the contract according to Article 3.16 hereunder.

ARTICLE 3.12: PRICE REDUCTION SCHEDULE (PRS)

3.12.1 In case Consultant fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 3.19 hereinafter or due to IGGL's default, there will be a reduction in contract price @ 1/2% for each week of delay or part thereof subject to maximum of 5% of total executed price.

3.12.2 IGGL may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to consultant from its obligations and liabilities under the contract or by recovery against the Performance Bank Guarantee. Both Consultant and IGGL agree that the above percentage of price reduction are genuine pre-estimates of the loss/damage which IGGL would have suffered on account of delay/ breach on the part of consultant and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of IGGL in the matter of applicability of price reduction shall be final and binding.

=====

ARTICLE 3.13: ASSIGNMENT

3.13.1 The consultant shall not have the right to assign or transfer the benefits and obligations of the contract or any part thereof to the third party without the prior express approval in writing of IGGL, which it shall do at its discretion. However, in the event of that all legal/contractual obligations shall be binding on consultant only.

ARTICLE 3.14: INDUSTRIAL AND INTELLECTUAL PROPERTY

3.14.1 In order to perform the services, Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, trademarks, names or other protected rights and shall keep IGGL harmless and indemnify IGGL from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.

3.14.2 All documents, reports, information, data etc. collected and prepared by consultant in connection with the scope of work submitted to IGGL will be property of IGGL.

3.14.3 Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by IGGL for carrying out of any services with any third parties.

3.14.4 Consultant shall not without the prior written consent of IGGL be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

ARTICLE 3.15: LIABILITIES

3.15.1 Without prejudice to any express provision in the contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.

3.15.2 Consultant shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract.

3.15.3 The amount of liability will be limited to 100% of the contract value.

ARTICLE 3.16: TERMINATION OF CONTRACT

3.16.1 Termination for Default: IGGL reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of CONTRACT, by giving one month notice if Consultant fails to perform any obligation(s) under the CONTRACT and if Consultant, does not cure his failure within a period of 30 days (or such longer period as IGGL may authorize in writing) after receipt of the default notice from IGGL.

=====

3.16.2 Termination for Insolvency: IGGL may at any time terminate the CONTRACT by giving written notice without compensation to consultant, if Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to IGGL.

3.16.3 Termination for convenience: IGGL may by written notice sent to consultant, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by IGGL till the date upon which such termination becomes effective.

ARTICLE 3.17: MODIFICATION

3.17.1 Any modification of or addition to the contract shall not be binding unless made in writing and agreed by both the parties.

ARTICLE 3.18: CONTRACT/AGREEMENT

3.18.1 The notification of award along with agreement on non-judicial stamp paper of appropriate value as per proforma (refer Section-VIII of tender) within 15 (fifteen) days from the date of receipt of FOA/LOA, the cost of stamp paper is to be borne by Consultant, and its enclosures shall constitute the contract between the parties and supersedes all other prior agreements, arrangements and communications, whether oral or written, between the parties relating to the subject matter hereof.

ARTICLE 3.19: FORCE MAJEURE

3.19.1 Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion.
- c) Earthquake, flood, tempest, lightning or other natural physical disaster.
- d) Restrictions imposed by the Government or other statutory bodies prevent or delay the execution of the Contract by Consultant.

CONSULTANT shall advise IGGL by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, IGGL reserves the right to cancel the Contract and the provisions governing termination stated under Article 3.16 shall apply.

For delays arising out of Force Majeure, Consultant shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither IGGL nor Consultant shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

Consultant shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, Consultant or the IGGL shall not be liable for delays in performing their obligations under this order and the completion dates will be extended to consultant without being subject to price reduction for delayed completion, as stated elsewhere.

ARTICLE 3.20: RECTIFICATION PERIOD

3.20.1 All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract.

No deviation from such conditions shall be made without IGGL's agreement in writing which must be obtained before any work against the order is commenced. All services rendered by consultant pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by IGGL) are guaranteed to be of the best quality of their respective kinds.

Consultant shall rectify at his own cost any mistake in assumption of any data in the study or use of wrong data or faulty study observed within twelve months of the acceptance of his report and will submit the rectified report incorporating the changes wherever applicable within 30 days of observance of mistake.

ARTICLE 3.21: SUBCONTRACT

3.21.1 Any subcontract to be made by the CONSULTANT relating to the services shall be made only to such extent and with such duly qualified specialists and entities as shall be approved in writing in advance by IGGL. Upon the request of IGGL, the consultant shall submit for IGGL's approval, the terms of reference or any amendment thereof for such sub-contractor's services. Notwithstanding such approval, the consultant shall remain fully responsible for the performance of services under the CONTRACT.

ARTICLE 3.22: NOTICES

3.22.1 Any notice given by one party to the other pursuant to the CONTRACT shall be sent in writing or by telegram or e-mail confirmed in writing.

3.22.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

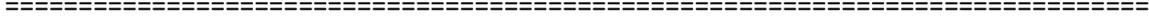
ARTICLE 3.23: ACQUISITION OF DATA

3.23.1 If required, the CONSULTANT shall be responsible for carrying out any surveys and acquisition of all data from necessary sources. IGGL, if requested in writing by the CONSULTANT, may assist the consultant in the said acquisition by way of issue of recommendatory letters only. All requisite clearances, co-ordination, fees, charges, etc. and compliance to the local laws required for completion of the job shall be the responsibility of the CONSULTANT.

ARTICLE 3.24: ORDER OF PRECEDENCE

In case of an irreconcilable conflict amongst General Conditions of Contract, and other conditions mentioned in Scope of services, Specifications or Price Schedule / Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- (i) Letter of Acceptance / Contract Agreement
- (ii) Fax of Acceptance
- (iii) Special conditions of contract
- (iv) Scope of Consultants Services
- (v) Instructions to Bidders
- (vi) General Conditions of Contract



SECTION-V
FORMS & FORMAT

LIST OF FORMS & FORMATS

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	VOID
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-4A	PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8	CHECK LIST
F-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/NEGATIVE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	BIDDER'S QUERIES FOR PRE-BID MEETING
F-12	E-BANKING FORMAT
F-13	FREQUENTLY ASKED QUESTIONS (FAQ)
F-14	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-15	DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE 2016
F-16	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT
F-17	UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE SECURITY/ SD WITHIN STIPULATED TIME-LINE

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/PMC_III(C)/02-26 (**E-TENDER NO. IGGL-100105**)

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/LLP firm/Public Limited/Pvt. Limited/Govt. Dept./PSU/Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor / Partners / Directors of the firm/company [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/ rendered along with GST no. (In case Services are to be rendered from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:
8	Telephone Number of address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.)

9	E-mail address	
10	Website	
11	Mobile Number:	_____
12	ISO Certification, if any	{If yes, please furnish details}
13	PAN No.	[Enclose copy of PAN Card]
14	GST No. (refer sl. no. 7 above)	[Enclose copy of GST Certificate]
15	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
16	ESI code No.	[Enclose copy of relevant document]
17	Whether Micro/Small/Medium Enterprise	Yes/No (If Yes, Bidder to submit requisite documents as specified in ITB: Cl. No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes/No (If Yes, Bidder to submit requisite documents as specified in ITB: Cl. No. 40)
	Whether MSE is owned by Women	Yes/No (If Yes, Bidder to submit requisite documents/details as specified in ITB: Cl. No. 40)
18	Whether Bidder is Startups or not	Yes / No (If Yes, Bidder to submit requisite documents as specified it ITB: Clause No.49)
	In case of Start-up confirm the following: (i) Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration] (ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.100 Crores.	

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

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

FORMAT F-2

VOID

=====

F-2A
DECLARATION FOR BID SECURITY

To,

M/s INDRADHANUSH GAS GRID LIMITED (IGGL)

SUB: HIRING OF PROJECT MANAGEMENT CONSULTANT (PMC) FOR CONSTRUCTION MANAGEMENT OF PHASE-III

TENDER NO: IGGL/GHY/C&P/PMC_III(C)/02-26

Dear Sir,

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

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

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

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

Place:
Date:

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

F-3

LETTER OF AUTHORITY

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

Ref:

Date:

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/PMC_III(C)/02-26 (**E-TENDER NO. IGGL-100105**)

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]' against the above Bidding Documents:

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

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

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

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

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Pre-Bid meetings". Bidders authorized representative is required to carry a copy of this authority letter while attending any meeting & 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



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 90 days beyond the expiry date of defect liability period/Guarantee/Warranty 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

=====

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

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

Annexure

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

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

F- 4 A

PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

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

Dear Sir(s),

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

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

The said M/s. _____ (herein after called the "insurer" which expression shall wherever the context so require include its successors and assignees) has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

- =====
1. We _____ hereby undertake to give the irrevocable & unconditional guarantee in form of Insurance Surety Bond to IGGL that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to Indradhanush Gas Grid Limited we shall on first demand, pay without demur, contest, protest and/ or without any recourse to the contractor to IGGL in such manner as IGGL may direct, the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
 2. You will have the full liberty without reference to us and without affecting this Insurance Surety Bond, to postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the insurer from its obligation under this debt.
 3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you to the Insurer shall be conclusive and binding. The Insurer shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the insurer.
 4. The Insurance Surety Bond herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
 5. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency without your previous consent and further agrees that the Insurance Surety Bond shall continue to be enforceable until it is discharged by IGGL in writing. However, if for any reason, the Contractor/Supplier is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of

=====

the supplier/contractor fails to perform the supply/work fully, the insurer hereby agrees to further extend this Insurance Surety Bond at the instance of the Contractor/Supplier till such time as may be determined by IGGL. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this Insurance Surety Bond is issued.

- 6. Insurer also agrees that IGGL at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer (as principal debtor) in the first instant, without proceeding against the Contractor/Supplier and notwithstanding any security or other guarantee that IGGL may have in relation to the Contractor/Supplier’s liabilities.
- 7. The amount under the Insurance Surety Bond is payable forthwith without any delay by Insurer upon the written demand raised by IGGL. Any dispute arising out of or in relation to the said Insurance Surety Bond shall be subject to the exclusive jurisdiction of courts at Guwahati.
- 8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor/Supplier up to a total amount of _____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor/Supplier to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
- 9. We have power to issue this Insurance Surety Bond in your favor under our Memorandum and Articles of Association, and the undersigned has full power to sign and execute documents under the Power of Attorney, dated _____ granted to him by the Insurer.
- 10. Notwithstanding anything contained herein:
 - a) The Insurer’s liability under this Insurance Surety Bond shall not exceed (currency in figures) (currency in words only)
 - b) This Insurance Surety Bond shall remain in force upto _____ (this date should be 90 days beyond the expiry date of defect liability period of the Contract) and any extension(s) thereof; and
 - c) The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and



if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of IGGL under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

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

Name

Designation

Yours faithfully,

Insurer by its Constituted Attorney

Signature of a person duly

Authorized to sign on behalf of the
Insurer

INSTRUCTIONS FOR FURNISHING

"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

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

stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

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

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

1	INSURANCE SURETY BOND NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	INSURANCE SURETY BOND AMOUNT	:				
4	PURCHASE ORDER/ LOA NO	:				
5	NATURE OF INSURANCE SURETY BOND	:				
	(Please Tick (√) Whichever is Applicable)		PERFORMANCE INSURANCE SURETY BOND	SECURITY DEPOSIT	EM D	ADVANC E
6	INSURER DETAILS					
		(A) EMAIL ID	:			
		(B) ADDRESS	:			
		(C) PHONE NO	:			

F-5
AGREED TERMS & CONDITIONS

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/PMC_III(C)/02-26 (E-TENDER NO. IGGL-100105)

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 confirms that they have quoted/included applicable GST (CGST & SGST/ UTGST or IGST) in Price Bid	Yes/ No -----
4.2	Bidder to mention Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) for the quoted service	
4.3	Bidder hereby confirms that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB	
4.4	Whether bidder is liable to raise E-Invoice as per GST Act	
	If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
4.5	Bidder confirms that GST registration details have been updated on e-tender portal.	
5.	Confirm acceptance of relevant Terms of Payment specified in the Bid Document.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
6.	Confirm that Contract Performance Security will be furnished as per Bid Document within 30 days of LOA/FOA in case of successful bidder.	
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 Unpriced Bids.	
12.	Bidder have furnished Bid Security Declaration	
13.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of 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.	
14.	All correspondence must be in ENGLISH language only.	
15.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
16.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
17.	<p>No Deviation Confirmation:</p> <p>It may be noted that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.</p>	
18.	<p>Non-Involvement of Govt. of India:</p> <p>If Bidder becomes a successful Bidder and pursuant to the provisions of the Tender Document, award is given to them against subject Tender Document, the following Confirmation shall be automatically enforceable:</p> <p>"We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."</p>	
19.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid.	
20.	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will be deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
21.	<p>Holiday/Banning & Liquidation, Court Receivership: Bidder hereby confirms that they are not on Holiday by IGGL or in any of its promoter companies (only due to "poor performance" or "corrupt and fraudulent practices") or blacklisted / banned by any Government Department / Public Sector on the due date of submission of bid.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of IGGL or its promoter companies or the Ministry of Petroleum and Natural Gas.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>In case it comes to the notice of IGGL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.</p> <p>Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to IGGL by them.</p>	
22.	<p>Bidder confirms that they have read and understood the General Conditions of Contract available along with this tender document & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.</p>	
23.	<p>Bidder certifies that they would adhere to the Fraud Prevention Policy of IGGL [available on IGGL's website (www.iggl.co.in)] and shall not indulge themselves or allow others (working in IGGL) to indulge in fraudulent activities and that they would immediately apprise IGGL of the fraud/suspected fraud as soon as it comes to their notice.</p> <p>Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of IGGL is liable to be treated as crime and dealt with by the procedures of IGGL as applicable from time to time.</p>	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
24.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account.	
25.	Bidders confirm to submit signed copy of Integrity Pact. If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.	
26.	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.	
27.	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.	
28.	Bidder confirms that as specified in tender that evaluation bids will be based on the confirmations & documents submitted by bidders in their bid and methodology specified in Section II of tender document irrespective of the status/evaluation on e-tender portal and IGGL's decision in this regard shall be final.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-6

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/PMC_III(C)/02-26 (E-TENDER NO. IGGL-100105)

Dear Sir,

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

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

Postal Address with Pin Code :

Telephone Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

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

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :

=====

F-7

BIDDER'S EXPERIENCE

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/PMC_III(C)/02-26 (E-TENDER NO. IGGL-100105)

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: As mentioned, in Section-II of the tender, 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	Signing and Stamping 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.		X
i	Covering Letter, Letter of Submission		
ii	Declaration for Bid Security as per provisions of Tender		
iii	Signed and Stamped 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.		X
3.0	Confirm that all forms duly filled in are enclosed with the bid duly Signed and Stamped 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.		X
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).		
7.0	Confirm that Undertaking as per Form-1 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-2 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)		
10.	Confirm that Integrity Pact has been duly signed & sealed and submitted.		

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					
1.1.2 & 1.1.3	Experience Criteria	(a) ISO 9001:2015 certification / latest certification or equivalent established Quality Management System certification. (b) Detailed LOA / Work order along with detailed Schedule of Rates. (c) Completion certificate / Execution certificate issued by end user. (d) All other documents as mentioned in the Technical BEC & Evaluation methodology. <u>Notes:</u> i. LOA/Work order must contain nature of work/services, contract period and value. ii. The completion certificates shall have details like Full address of client, officer issuing certificate, work order no. /date, actual value of executed work, brief scope of work, completion date etc.		Yes/No	
1.1 Note (i)	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	

1.5 Experience of bidder acquired as a subcontractor/subconsultant		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 the working capital amount, irrespective of overall position of the working capital, as stated in BEC.		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	Yes/No	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-9

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

(To be provided on Bank's letter head)

Date:

To,
M/s Indradhanush Gas Grid Limited

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.

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, writeback 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.

=====

F-11
BIDDER'S QUERIES FOR PRE-BID MEETING

To,

M/s. IGGL

TENDER NO: IGGL/GHY/C&P/PMC_III(C)/02-26 (E –TENDER NO. IGGL-100105)

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

=====

F-12

E-Banking Mandate Form

(To be issued on vendor's letter head)

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

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

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

(Signature of vendor/customer)

#Cancelled Cheque to be shared

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)

F-13

FREQUENTLY ASKED QUESTIONS (FAQs)

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

All the terms and conditions of Tender remain unaltered.

=====

F-14

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

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

To,
M/s IGGL
.....

SUB: HIRING OF PROJECT MANAGEMENT CONSULTANT (PMC) FOR CONSTRUCTION
MANAGEMENT OF PHASE-III

SAP WO / LOA NO:

Dear Sir,

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

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

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

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

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

=====

F-15

DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY
CODE 2016

To,
M/s IGGL
.....

SUB: HIRING OF PROJECT MANAGEMENT CONSULTANT (PMC) FOR CONSTRUCTION MANAGEMENT OF PHASE-III

Tender No.: IGGL/GHY/C&P/PMC_III(C)/02-26 (E –TENDER NO. IGGL-100105)

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:

=====

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:

=====

F-17

**UNDERTAKING REGARDING SUBMISSION OF CONTRACT PERFORMANCE
SECURITY/ SD WITHIN STIPULATED TIME-LINE**

(TO BE SUBMITTED ON LETTER HEAD OF BIDDER)

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

SUB:

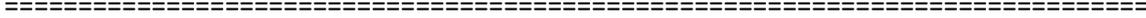
TENDER NO: IGGL/GHY/C&P/PMC_III(C)/02-26

Dear Sir,

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

We also hereby confirm that in case of award of contract / order, we will submit Contract Performance Security/ SD within 30 days from the date of Fax of Acceptance/SAP PO/LOA (whichever is earlier), failing which penalty provisions mentioned in the tender will be applicable & acceptable to us.

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



SECTION-VI

SPECIAL CONDITIONS OF CONTRACT

&

SCOPE OF WORK

=====

SCOPE OF WORK

Scope of Project	Part-1
<p>Scope of Work</p> <p>1.0 Introduction</p> <p>2.0 General Scope</p> <p>3.0 Engineering</p> <p style="padding-left: 20px;">3.1 Process Design</p> <p style="padding-left: 20px;">3.2 Safety</p> <p>4.0 Construction</p> <p style="padding-left: 20px;">4.1 Construction Management</p> <p style="padding-left: 20px;">4.2 As-built documents</p> <p>5.0 Project Management & Control</p> <p style="padding-left: 20px;">5.1 Planning and scheduling</p> <p style="padding-left: 20px;">5.2 Project Management</p> <p style="padding-left: 20px;">5.3 Project Monitoring and control</p> <p>6.0 Commissioning, Startup and Performance Tests</p> <p>7.0 Project Documents / Completion / Close-out Report</p> <p>8.0 Consultant Manpower</p> <p>9.0 Project Execution Methodology</p> <p style="padding-left: 20px;">9.1 Methodology</p> <p style="padding-left: 20px;">9.2 Work packages</p> <p style="padding-left: 20px;">9.3 Execution Plan</p> <p style="padding-left: 20px;">9.4 Quality Assurance</p> <p style="padding-left: 20px;">9.5 Design standards</p> <p>10.0 Exclusions from Consultant's scope</p> <p>11.0 Addition, Reduction in scope and Re-tendering</p> <p>12.0 Other Conditions (as per applicable)</p> <p>13.0 Key Result Areas and recoveries</p> <p>14.0 IGGL's Obligations</p> <p>15.0 Change in Law</p>	Part-2
Health, Safety & Environment Policy	Part-3

PMC Deliverables	Part-4
Time Schedule	Part-5
Annexure Annexure-1: Format for Capitalization Annexure-2: Format of Bio-Data	Part-6

PART: 1 (Scope of Project)

1.1 Introduction

Brief project details:

IGGL is implementing 1656 Km long North-East Gas Grid Pipeline Project to cover all the capitals of Northeastern states. The construction has been divided into 3 (three) phases as below.

Construction Phase-I:

Section-1: Guwahati-Numaligarh

Section-2: Gohpur-Itanagar

Section-8: Dergaon-Dimapur & ONGC Feeder Line

Construction Phase-II:

Section-3: Silchar-Panisagar

Section-4: Silchar CGD cum Banaskandi Feeder line

Section-5: Panisagar-Agartala

Section-6: Guwahati-Silchar

Section-7: Panisagar-Aizawl

Section-9: Khubal Feeder line

Section-12: Tulamura Feeder line

Section-13: NEEPCO Spurline

Section-14: Shillong CGD

Construction Phase-III:

Section-10: Dimapur-Kohima-Imphal

Section-11: Siliguri-Gangtok

IGGL has been entrusted with the responsibility to execute cross country natural gas pipeline connecting all states of the North-East and Sikkim. The natural gas pipeline grid in North-East would connect Guwahati to capital cities / major cities of North-East states like Itanagar, Dimapur, Kohima, Imphal, Aizawl, Agartala, Shillong, Silchar, Gangtok and Numaligarh. The grid would be connected with upcoming Barauni-Guwahati natural gas pipeline as a part of Urja- Ganga scheme. The grid would also connect to sustainable and viable indigenous gas sources in North-East. The pipeline grid has been designed with flexibility for gas injections in either direction.

1.2 Project Description

Salient details of Pipeline sections in the route segment proposed as under:

Section	Total Length (Km)	Progress Achieved	% Completion
Section-10: Dimapur– Kohima–Imphal	199	Welding– 52.219 Km Lowering – 35.771 KM	Welding – 26.24% Lowering – 17.97%
Section-11: PART - C: Siliguri– Gangtok	195 60	Welding in 60 Km – 17.48 Km Lowering in 60 Km – 15.51Km	Welding (for 60 Km) – 29.23% Lowering (for 60 Km) – 25.93%
<p>Note:</p> <p>(i) A curtailed scope of Section-11 i.e. only 60 Km is being considered above for this tender.</p> <p>(ii) Scope of PMC also includes all the activities until commissioning for the already lowered sections of Phase-III which is why a 25% additional length of the lowered pipeline sections has been considered. Therefore, the total length of the respective sections to be considered for this tender are:</p> <p>Section 10: 173 Km (01 DT, 10 SVs, 01 IP and 01 RT)</p> <p>Section 11: 48 Km (01 DT and 03 SVs)</p>			

1.3 Basic Design:

The Basic Laws, Codes, Rules and Standards that are mandatory by law in India shall be applied. Pipelines and associated facilities envisaged shall be designed and engineered primarily in accordance with the provisions of PNGRB (Technical Standards & Specifications including Safety Standards for Natural Gas Pipelines) Regulations, 2009 (T4S) and its Amendments till date.

Design parameters of main pipeline shall be as per the DFR and / or as per further instruction / communication from IGGL. Provisions may have to be made available for laying an Optical Fiber Cable along the Pipeline route at a safe distance from Pipeline in the common trench.

PART:2 (Consultant's Scope of Work)

2.1 Introduction

The Project Management Consultant (PMC) is being awarded for executing the project right from Construction to Commissioning & project close out on total and single point responsibility basis. This section is to be read in conjunction with part I (Scope of Project). The **Construction Manager (CM) / Resident Construction Manager (RCM)** from PMC will be the "Engineer-in-charge (EIC)" for the said Project. The scope of work of the PMC is broadly defined under the following heads but not limited to:

- (i) Contractual Management and Construction Management
- (ii) Planning & Scheduling of construction activities
- (iii) Project Cost Control, Management & Monitoring
- (iv) Site Acceptance Test & Certification of materials
- (v) Approval of construction drawing and procedures
- (vi) HAZOP Closure report
- (vii) Project Commissioning
- (viii) Health & Safety Management
- (ix) Project closeout of Work Contracts packages
- (x) Certification and forwarding the contractor's bills to IGGL within the stipulated time

The consultant will work with the aim to complete the Project on or before the schedule, within the stipulated cost and shall follow all relevant & applicable international / national codes and standards. The Detail scope of work of the consultant is outlined below. However, the list is not exclusive and limited. The consultant shall also be required to do the works not envisaged herein and specifically mentioned below, but otherwise required as a consultant for overall completion of the project, within the quoted price / awarded value of work to PMC.

2.2 General Scope (following are the broad scope, but not limited to these)

- (i) Review and Approval of 'As Built Documents / Drawings'.
- (ii) Contractual Management and Construction Management
- (iii) Construction Supervision including certification of contractor's bills.
- (iv) During construction, maintaining with due justification all records of RoU obstruction / hindrances and intimation thereof from time to time.
- (v) HAZOP Closure report.
- (vi) Close-out of Work Orders.

=====

(vii) Performance of Vendors/ Contractors

- (a) Carry out the vendor performance evaluation of vendors / contractors.
- (b) Along the order/contract closing statements, the consultant shall provide performance evaluation reports of all the vendors/ contractors. The format for the same shall be provided to the PMC.

3.0 (Engineering)

3.1 Process Design

This will comprise of but not limited to the following and delivered to IGGL both in hard and soft forms:

Submission of final Piping and Instrumentation, Diagrams (P&IDs) along with Closure Report/ Compliance Reports of HAZOP, RRA, EMP etc.

3.2 Safety

- (i) PMC will be responsible for carrying out the Hazop study during construction & commissioning, ensuring that all design changes required to be incorporated like Online Gas Detection system, Closed Circuit Television, Fire Detection System, Emergency Exit Gate during construction have been taken care of.
- (ii) Details also enclosed at Part-3, to be referred.

4.0 (Construction)

4.1 Construction Management

- (i) Generally, the methodology for deciding the number of spreads being followed for projects of this magnitude and size is:

Pipeline length = X in Kms

Number of Spreads = X / 100 (rounded off)

For timely completion there can be more than one opening / sub sections in each spread. Based on the above, PMC would be required to deploy sufficient resources as per the construction schedule. Due to exigent project requirement the number of spreads may go up to more than one, for which PMC is required to deploy the additional site construction manpower within their quoted price.

- (ii) Providing specialized guidance and assistance for development of construction methodology for all construction activities including review and approval of construction procedures and methodology.
- (iii) Review contractor's resources and schedules.

- =====
- (iv) Mobilize adequate manpower for each spread as agreed by IGGL to carry out the construction supervision activities.
 - (v) Supervision during the surveys and soil investigations when carried out by the contractor(s). Carryout construction supervision activities based on the approved construction drawings.
 - (vi) Carryout progress measurement, scrutiny, works certification of contractor's bills for payments (including final bills and settlement of all dues of vendor/contractor).
 - (vii) Deviations, extra items, AHR items, time extension etc. of the contractors are to be analyzed and forward the recommendations within 15 days of occurrence for approval of IGGL.
 - (viii) Coordinate with contractors / IGGL.
 - (ix) Material Re-conciliation including handing over to IGGL the left-over construction surplus materials along with their Inspection Certificates and final drawings and documents.
 - (x) Carryout contract management.
 - (xi) Prepare monthly / weekly progress status reports.
 - (xii) Carryout QA / QC during construction. Consultant shall use its construction management procedure (CMP) and review all the QA / QC formats submitted by the execution contractors in order to maintain required quality during construction period.
 - (xiii) Necessary technical assistance for settlement of extra claims raised by the contractors / vendors and arbitration cases shall be provided by the consultant till a period of 24 (twenty-four) months after the completion of the project at no extra cost to IGGL. Consultant shall give recommendations on extra claims raised by the contractors / vendors. Final acceptance / settlement will be taken care of by IGGL. The validity of the PBG of the PMC shall be ensured accordingly.
 - (xiv) The consultant shall forward bills duly certified for payment to IGGL within 7 working days from date of receipt.
 - (xv) In addition to above, PMC shall do all activities to do Construction Management efficiently.
 - (xvi) As regard deployment of Construction Manpower by PMC is concerned, the minimum number of manpower to be deployed is as per IGGL agreed manpower deployment for each spread. PMC shall submit the details of each manpower such as date of joining, time sheet of each manpower deployed, leave, travel etc. to IGGL.

(xvii) Primarily IGGL shall provide Camp facilities, Site offices and conveyance facilities to the PMC construction personnel at construction sites. In case IGGL fails to provide these facilities, the same shall be arranged by the PMC and the actual expenditure shall be reimbursed by IGGL on submission of documentary proof of the expenditure by PMC.

4.2 As-Built Drawings

- (i) Follow up with vendors and contractors for as-built drawings / documents in required software and hardcopy format, review / approve the same and forward to IGGL.
- (ii) All project related documents for future references and records will be handed over to IGGL as per standard international practice. Submission of final documents shall be under the following heads:
 - a. As built drawings
 - b. Detail operating manual
 - c. Separately highlighting recommendations of the EIA, Hazop Study & Risk Analysis covering Qualitative / Quantitative risks and Risk Management Plan (RMP) & Disaster Management Plan (DMP) etc.
 - d. Problems faced during the project execution and mitigation measures taken and reasons for future.

5.0 Project Management and Control

5.1 Planning & Scheduling

The PMC will be completely responsible for preparing project plans and schedule in line with the Overall Project Schedule Provided by the client. This will include the preparation and submission of:

a.	Work Breakdown Structure incorporating
i.	Engineering (Detail Engineering, Process Design Basis, Hazop, RRA & EMP)
ii.	Construction
iii.	Commissioning
b.	Project Network Diagrams, Pert/Gantt Chart, I-J list
c.	Project Activity List, Milestones incorporating the Early Start, Early Finish, Late Start & Late Finish Dates against each activity
d.	Project Overall Percentage Schedule: Monthly Breakups, and Cumulative Breakups
e.	Percentage Schedule Monthly Breakups for each element / discipline of WBS
f.	PMC Organogram for Project Office, Construction Site Office
g.	PMC Manpower Deployment Schedule (Month-wise)
h.	Project Communication / Coordination Plan (Client & PMC interaction model)
i.	Construction Schedule and Plan
j.	Submission of Monthly Reports as per the requirement of Ministry Monitoring Cell (MMC) incorporating the above details (a. to j.). The report shall be furnished to existing PMC deployed for Engineering Works.

=====

The weightages to be followed for overall project scheduling and physical progress monitoring are as under:

Sl. No.	Items	Weightage
i.	Engineering (Process Design, Basis, Assistance for Statutory Provisions/NOC/Detailed Engineering etc.)	11
ii.	Detailed Engineering during Commissioning	10
iii.	Construction Activities	59
iv.	Project Close-out	20
	Total	100

Following to be strictly noted:

Prepare monthly progress reports for the project and provide all assistance to IGGL for preparing reports required by Ministry Monitoring cell & MOSPI. The project shall be monitored by PNGRB, MOPNG (Ministry of Petroleum & Natural Gas) through Ministry Monitoring Cell (MMC) & MOSPI. Strict adherence to submission of all documents, reports, presentations, queries from Ministry needs to be prepared and submitted on time. For successful and timely implementation, the consultant shall adhere to the following but not limited to:

- a) The consultant shall prepare the overall project schedule as per the IGGL's approval and also as per the internal schedule which will be decided during the project kick-off meeting.
- b) The project schedule (network diagram and IJ list) will be prepared for items listed as (a) above and submitted to IGGL within one week of kick-off meeting. This shall also include the activity list, list of milestones, work-breakdown structure (WBS) etc. **Preparation of all these documents in Primavera / SAP PS module / other software is required.** The consultant shall also prepare the financial month wise cash flow diagram, apart from the monthly apart from the monthly physical progress schedule as per internal and board approved schedule.
- c) Prepare various status reports, e.g. Pre- Order, Post - Order, Material Expediting, Construction etc.
- d) Prepare project close out report, including performance report of vendors/ contractors.
- e) Apart from the above deliverables of the consultant, the consultant will be required to submit other documents in the form of reports, as deemed necessary for successful and timely project implementation.

5.2 Project Management

The PMC will be completely responsible for the entire Project Management wherein they will be required to work in close coordination with IGGL Project team. For efficient and timely completion of the project the PMC will be required to:

- (i) Establish Communication Procedures in Concurrence with IGGL.
- (ii) Attend Monthly Project Review Meetings with IGGL Management.
- (iii) Attend fortnightly Project Review Meeting with Project Manager.
- (iv) Surveillance on all the project related activities.
- (v) Monitor progress of the project and submit periodic status reports to IGGL.
- (vi) Coordination with vendors / contractors relating to execution of the work.
- (vii) Provide timely inputs in terms of materials and drawings to the contractors for carrying out the construction activities.
- (viii) Prepare various reports / draft reply letters as required from time to time for IGGL's management and for onward submission to Government & statutory authorities. Normal time shall be 3 working days at max.
- (ix) Provide information on best international practices being followed across the globe for gas pipeline projects as and when the information is desired by IGGL for effective and timely project completion.
- (x) Based on requirement the PMC shall come for meetings with IGGL within the shortest possible time wherein appropriate level of person shall be deployed.

5.3 Project Monitoring & Control

The PMC shall also provide Project Monitoring Services including the following Scope of Work:

- (i) Preparation of detailed project schedule.
- (ii) Identification of all activities falling on the critical path of the project.
- (iii) Identification of all activities requiring close co-ordination / synchronization.
- (iv) Preparation of a look-ahead model / catch-up plan for the project from time to time.
- (v) Generation of all project monitoring reports for the project drawing attention towards critical jobs, activities and functions.
- (vi) Identification of all activities / steps required for execution of the project within approved cost.
- (vii) Identification of all activities / steps required for execution of the project within stipulated time.

- =====
- (viii) Highlight pitfalls, if any, caused by the Project Consultant / any agency hindering efficient execution of the project.
 - (ix) Generation of MIS reports for the project and identify critical path on fortnightly basis.
 - (x) Providing all inputs / performing all project monitoring activities as desired by the IGGL Management / Project Group from time to time for timely completion of the project.
 - (xi) Carrying out quality audits and Identifying the root causes of the problems encountered in Line pipe manufacturing, Coating plants and Pipeline construction activities.
 - (xii) Mandatory utilization of project monitoring / implementation software such as Primavera for preparation and generation of Daily Progress Reports (DPR)**
 - (xiii) In addition to above, PMC shall do all activities to do Project Monitoring Services efficiently.
 - (xiv) Risk management: The PMC should identify and evaluate the execution risks at different stages, recommend and implement appropriate risk mitigation measures. These are to be reflected in monthly progress report, review meetings and through other appropriate communications.

6.0 (Commissioning, Startup and performance Tests)

6.1 Mechanical Completion

At a date prior to mechanical completion to be agreed with Owner, PMC shall recommend to Owner for approval of the operating manual prepared by PMC.

The consultant shall prepare the overall project schedule as per IGGL's approval and also as per the internal schedule which will be decided during the project kick-off meeting.

PMC shall review and recommend for approval of the program and supervise the mechanical completion work performed by contractors. Upon successful completion of mechanical completion work, PMC shall review and recommend approval of construction completion certificate documentation.

PMC shall approve as required all procedures, plans, schedules and necessary certification for construction completion by the other contractors. The construction completion of individual sections of the Project shall be programmed in accordance with the overall commissioning plan.

=====

PMC shall ensure that all necessary personnel from equipment suppliers are called to attend the pre-commissioning activities as provided for in the equipment purchase orders.

PMC shall prepare for approval by Owner and implement all necessary procedures to ensure safety of personnel working on construction activities at the same time as field inspection, testing and commissioning is in progress.

PMC shall supervise contractor's work such that phase mechanical completion and commissioning takes place as determined by Owner's business needs.

Mechanical Completion shall mean completion of all works related to buried pipeline system, aboveground terminal / station piping works and associated works including EGP, pre-commissioning and making the system ready to start commissioning activities.

Construction completion shall mean completion of all balance associated works related to Civil, Architectural, Structural, Firefighting, Electrical, Instrumentation and telecommunication in all respects.

It shall be obligatory on the part of PMC to issue the "Mechanical Completion Certificate".

6.2 Commissioning and Start-up

Commissioning and start-up are to be carried out with assistance from other contractors.

Upon Owner's approval of the mechanical completion of the work, and when it is deemed suitable by Owner, the commissioning work may commence according to the plans and schedules prepared by PMC.

PMC shall submit commissioning procedure, organize a start-up team to supervise and monitor the commissioning, start-up, performance test and initial operation of the facilities consisting of representative of Owner operating personnel, equipment suppliers, PMC and contractors and shall ensure that the contractors provide sufficient numbers of skilled labour that is needed to complement the Owner start-up personnel and to perform all activities which include the running or operation of all equipments.

PMC shall ensure that the contractor provide sufficient manpower, special tools and spare parts necessary for the commissioning activities will, as a minimum include:

- Operational testing
- Pre-startup inspections
- Filling of lubricants, wherever necessary
- Equipment operation to make vibration and safety device checks, and other required operating tests and adjustments.
- Flushing, blowing and chemical cleaning.
- Installation of temporary screens, strainers, and blinds.
- Necessary purge operations, including installation of temporary purge piping, hoses or equipment connections.

- =====
- Checking of bores of orifice plates and installing these plates after flushing operations.
 - Functional check on all instruments and controllers, instrument calibrations with standard test.
 - Equipment and all required adjustments and control point settings.
 - Check all instrument loops for proper functioning.
 - Checks on pipe supports, and guides for settings hot / cold and necessary adjustments.
 - Checking and recording positions of all valves.
 - Conduct simulation runs to allow run-in operational testing of the equipment.

PMC shall ensure that all defects and deficiencies found during the course of commissioning shall be rectified by the contractors.

PMC shall supervise and monitor all commissioning and start-up activities and all performance test runs which will be carried out by the contractors. All performance test results shall be reviewed and certified by PMC.

PMC shall report to Owner on a weekly basis on the progress and status of commissioning and start-up work.

PMC shall ensure that all commissioning records and log sheets are properly collated and submitted to Owner as part of contractors' mechanical completion certificate approval documents and provisional acceptance documents as relevant.

It shall be obligatory on the part of PMC to issue the "Commissioning Certificate".

6.3 Site Acceptance Tests:

Respective contractors shall carry out the Site Acceptance Tests of Telecom, SCADA & APPS, Instrumentation system, Cathodic Protection system etc. which shall be witnessed & certified by PMC at site.

7.0 (Project Documents / Completion / Close-Out Report)

Consequent upon the successful completion and commissioning of the project the PMC shall be responsible for the following:

- (a) Follow up with vendors and contractors for as-built drawings / documents in required software and hardcopy format, review / approve the same and forward IGGL.
- (b) Submission of all project related documents to IGGL for future reference and records as per standard international practice. Submission of final documents shall be under the following heads:

- =====
- (i) As built drawings
 - (ii) Detail operating manual highlighting recommendations of the EIA, Hazop Study & Risk Analysis etc.
 - (iii) Problems faced during the project execution and mitigation measures taken in future.
- (c) Submission of all evaluation sheets of performance for all vendors, contracts in line with established procedures to whom orders were placed.
- (d) Hard & Soft Copies of Project Closeout Report incorporating the following:
- Project brief
 - Pipeline Line Diagram
 - Chronology of Approvals
 - PMC Head Office & Site Office Organogram
 - Names of PMC Personnel working for the project along with all contact details.
 - Pipeline configuration and Spread details
 - Details of various types of Crossings
 - Names of Standards referred and used in design and Engineering for various items, Construction, Inspection
 - WBS element wise "S" Curve and Overall physical progress curve
 - List of key milestones and date of actual achievement.
 - List of POs / WOs including vendor name and contact details.
 - Experience gained during Project Execution and improvements for future projects.
 - Construction Photographs

8.0 (Consultant's Manpower)

8.1 The CONSULTANT shall deploy required number of manpower, qualified and experienced personnel e.g. professional engineers, subordinate engineering personnel, construction supervisors, inspectors and other specialists of appropriate levels to ensure:

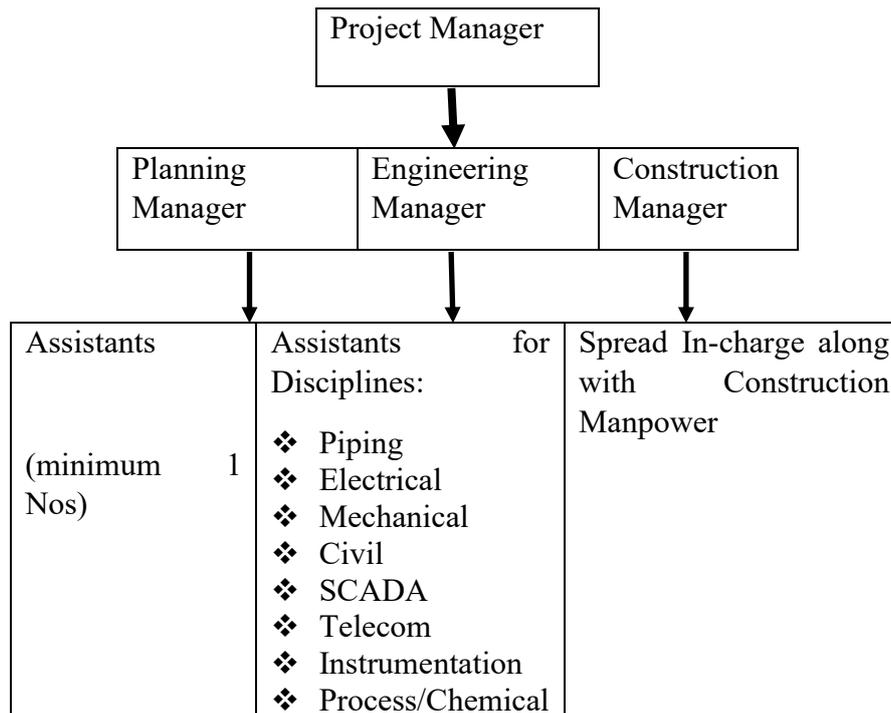
- ❖ Quality in all stages and aspects as per requirement of codes, standards, specifications and best international practices.
- ❖ Timely & expeditious completion of the project.
- ❖ Economize project expenses.

- =====
- 8.2** Qualification and experience requirement of the consultant personnel are given here under Clause 8.4.
- 8.3** The consultant shall submit the following for approval of the owner after award of agreement
- ❖ Organogram at Project HO & Site
 - ❖ Manning schedule
- 8.4** The PMC will be required to depute qualified, experienced manpower for the execution of the project. The consultant will ensure that the complete manpower whose names have been proposed to be deployed for the project execution at the time of submission of the bids are not changed during project execution. In case of change in proposed personnel, the PMC will submit bio data of the substitute manpower proposed and take IGGL's approval. PMC shall ensure that manpower deployed for site supervision be on **permanent payroll of the consultant for the roles of Construction Manager and Spread In-charge**. The various categories of manpower required to be deployed for the project are detailed under:

Sl. No.	Type	Qualification & Knowledge	Experience
1.	Project Manager	<p>Degree in Engineering in any Discipline.</p> <p>Knowledge of Project Management, Contracts Management, Codes and Standards pertaining to gas pipelines, Industry accepted Best Practices in executing pipeline projects, Government Guidelines.</p> <p>Project Manager should be of GM / DGM level, having previous experience in Pipeline Projects.</p>	<p><u>Overall Experience:</u> At least 15 years of experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc.</p> <p><u>Mandatory Experience:</u> Out of the 15 years of experience, at least 8-year experience must be in senior position in execution of hydrocarbon pipeline projects.</p>
2.	Planning Manager	<p>Degree / Diploma in Engineering / Project Management.</p> <p>Knowledge of Planning & Scheduling for projects related to hydrocarbon industry, pipelines.</p> <p>Knowledge of various activities related to execution of pipeline projects.</p>	<p><u>Overall Experience:</u> At least 10 years of experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc.</p> <p><u>Mandatory Experience:</u> Out of the 10 years of experience, at least 5-year experience must be in senior position in execution of hydrocarbon gas pipeline projects.</p>

Sl. No.	Type	Qualification & Knowledge	Experience
3.	Engineering Manager	<p>Degree / Diploma in any discipline of Engineering.</p> <p>Knowledge of all standards, codes required for the design and engineering of pipeline projects.</p> <p>Knowledge of materials and metallurgical properties for materials used in pipeline projects.</p> <p>Knowledge of Industry accepted Best Practices in designing & engineering pipeline projects.</p> <p>Knowledge of working in software tools related to system sizing, system optimization, simulation, engineering etc.</p>	<p><u>Overall Experience:</u> At least 10 years of experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc.</p> <p><u>Mandatory Experience:</u> Out of the 10 years of experience, at least 8 years of experience must be in senior position in design & engineering of Hydrocarbon pipeline projects.</p>
4.	Construction Manager / Resident Construction Manager	<p>Degree in Engineering in any Discipline / Diploma in Project Management.</p> <p>Knowledge of Project Management, Construction Management, handling of contracts, Codes and Standards pertaining to construction of gas pipelines, Industry accepted Best Practices in executing pipeline projects.</p>	<p><u>Overall Experience:</u> At least 10 years of experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc.</p> <p><u>Mandatory Experience:</u> Out of the 10 years of experience, at least 8 years of experience must be in senior position in works related to construction of hydrocarbon pipeline projects.</p>

The supporting staff / manpower submitted for Quality parameter, indicated in evaluation methodology of BEC, shall be deployed for Construction activities under each type must have the working experience of at least 5 years in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc. out of which at least 2 year experience must be in the relevant working area. Site Construction Engineer must have at least 3-year experience in the pipeline project/construction on regular payroll/contractual basis. An ideal structure for manpower deployment is as under:



However, considering the tender is focused on Construction Management, the indicative structure of manpower to be deployed by the PMC for optimal work output is as under:

(i) Pipeline Laying and Terminal Works

Pipeline Laying is a Specialized Job wherein lot of resource including manpower and equipment has to be mobilized before the actual front-end activities starts. The following activities are involved in laying works:

1. ROU Acquisition
2. ROU Opening
3. Stringing
4. Trenching
5. Welding
6. Joint Coating
7. Lowering & Backfilling
8. Tie In
9. Hydrotesting
10. Drying, Pigging, Gas-In
11. Attending and liquidating check list points

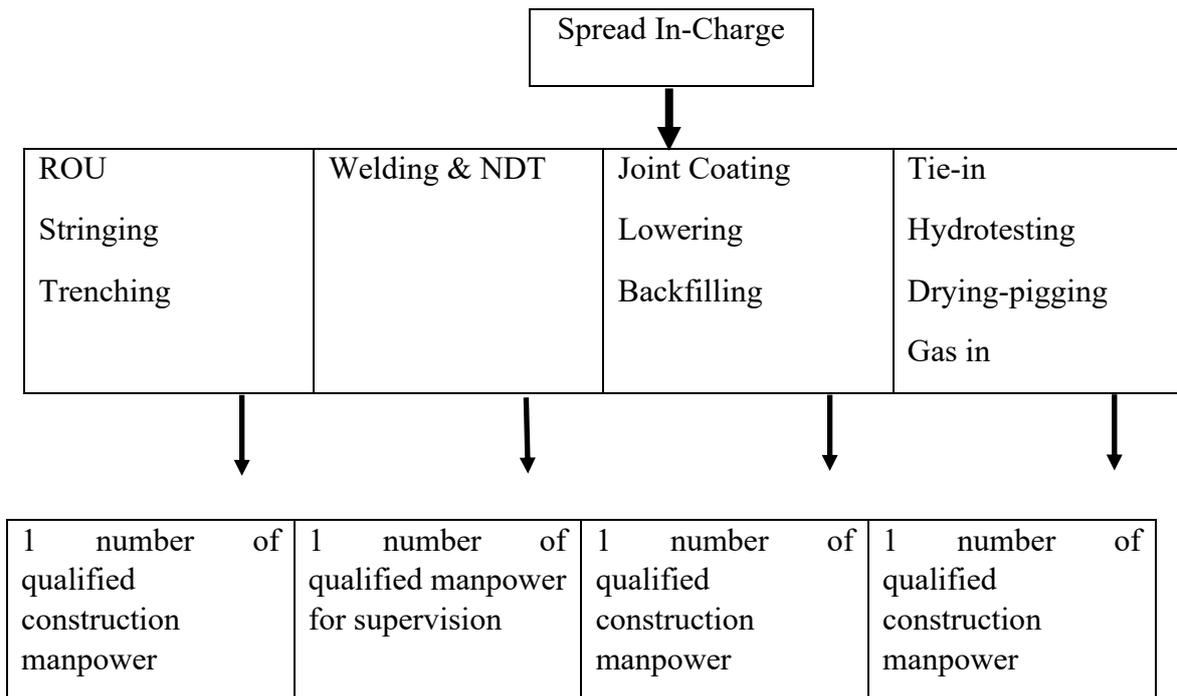
For Terminal Works following activities are normally carried out, but not limited to following:

1. Site Grading
2. Civil Works and Construction Activities
3. Installation of Gas Metering System, PCVs, SDVs, Filtration System, Gas Chromatograph
4. Works pertaining to installation of Mechanical Equipments / Telecom / SCADA system
5. Works pertaining to Electrical and Instrumentation
6. Testing & commissioning.

The manpower requirement for consultant per spread is indicated below (However, the spread wise manpower deployment will be as per IGGL during actual execution):

Pipeline Laying Works

Indicative Site Organization Chart for PMC manpower:



=====

PMC manpower estimates:

Sl.	Type	Activity	Consultant
1.	Front End Activities	ROU Opening	01
2.		Stringing	
3.		Trenching	
4.		Welding	01
5.	Back End Activities	Joint Coating	01
6.		Lowering & Backfilling	
7.		Tie-In	01 *
8.		Hydrotesting	
9.		Drying, Pigging, Gas In	
10.		SCADA/TELECOM	
11.		CATHODIC PROTECTION	
12.	Sub Total		04
13.	Opening / Spread In-charge		01**
14.	Total		04

Note:

* - Front end persons to be redeployed, if activities are not simultaneous.

** - Spread In-charge to be appointed amongst the already deployed manpower, no additional manpower required

This is the indicative optimal manpower requirement for Consultant for a spread with one opening for pipeline laying works. For more than one opening say "X" number of openings, then the manpower requirement for Consultant is as follows. Here, one Construction In-charge on permanent payroll of the Consultant shall be considered who will be coordinating all the activities.

At any given point of time during the construction phase or closure, Construction Manager and the Spread-in charge(s) deployed needs to be mandatorily employee on permanent payroll of the consultant:

Number of Spreads	Consultant Manpower
X	04*X+1

=====

Terminal Works

Sl. No.	Activity	Consultant Manpower
1	Civil Works and Construction Activities	02
2	Installation of Gas Metering System, PCVs, SDVs, Filtration System, Gas Chromatograph, etc.	01*
TOTAL		02

Note:

* - Front end persons to be redeployed, if activities are not simultaneous.

For more than one opening say "X" number of openings, then the manpower requirement for consultant is as follows:

Number of Spreads	Consultant Manpower
X	02

Terminals In charge and his subordinate shall be of different disciplines.

Based on the above the minimum Construction Manpower required to be deployed by the PMC is:

$$(04*X+1) + (02*X)$$

Based on the above the minimum Construction Manpower required to be deployed by the PMC is:

$$((04*X) + 01) + (02*X) = (06*X) + 01$$

❖ The consultant shall mandatorily submit the following along with the bid document:

Bio-Data of the Key personnel viz: Project Manager, Engineering Manager, Construction Manager, Planning Manager, as per format enclosed at Part-6, Annexure-3.

❖ Construction Manager and Spread In-charges deployed for site supervision shall mandatorily be manpower in permanent payroll of the consultant.

❖ For intents and purposes of the contract, 01 Man-Month translates to 26 days (Man-Days) i.e. 01 Man-month = 26 Man-days. In case of the number of working days of the manpower is less than 26 days in a month, then, payment shall be made on pro-rata basis.

- =====
- ❖ Consultant Manpower deployed at site shall mandatorily avail weekly off on rotational basis in a planned manner and in coordination with all the available manpower at site so as to avoid any delay or hamper to any work in-progress.
 - ❖ Manpower of consultant deployed at site shall be entitled to single occupancy accommodation.

The 'Project Manager', 'Planning Manager', 'Engineering Manager' and 'Construction Manager' are required to be deployed throughout the PMC contract period.

Substituting PMC personnel with other PMC personnel will be done with either same level & experience or higher level & experience personnel.

In order to expedite progress, within same scope of work, PMC may be required to augment with more manpower without any additional financial implications to IGGL.

PMC shall submit the Bio-data of the Construction Manpower for approval of IGGL, before deployment at construction site. No. of Construction manpower to be deployed at site shall be decided jointly between IGGL & PMC.

9.0 Project Execution Methodology

9.1 The PMC will be required to prepare an execution Methodology for executing the pipeline project with the aim to execute the project in schedule time, economize the project cost and execute the project in the most effective way. The Methodology will be prepared within the framework of the IGGL's procedures in Vogue. The following sections outline the area which needs to be covered in Execution Methodology:

Sl. No.	Item	Description
a.	Detail Engineering	This will cover the details for engineering to be done under various disciplines, listing of requirements, Process Design Basis, etc. Listing of standards based on which engineering has been done item wise.
b.	Construction Management	Construction Strategy and Schedule. Certification of Contractors Bills.
e.	Inspection Plan	Detailed Plan and Methodology for inspection for various categories of materials and construction including: <ul style="list-style-type: none"> • Construction • SAT (for SCADA, Telecom and other Pkgs.) Methodology for Release of Materials after inspection. Deployment schedule of manpower for Inspection.

c.	Project Commissioning & Startup	Methodology for Commissioning & Startup. Preparation of Operation and Maintenance Manuals, Disaster Management Plan, Emergency Action Plan.
d.	HSE Plan	Health & Safety guidelines required to be followed in construction, commissioning & startup.
e.	Project Planning & Scheduling	Detailed plans and schedule for various elements of WBS. Overall Project Schedule & Plan. Financial Commitment Schedule and Cash flow Plan for various orders.
f.	Resource Requirement	Schedule for Deployment of Manpower for Project Office and Construction Site. Organogram for Project Office & Construction Site. Details of resources other than manpower to be used for project execution like PCs, Names of Software's to be used, Availability of communication facilities like vehicles, phones, faxes, video conferencing etc.
i.	Project Closeout	The PMC will devise and suggest the methodology for project closeout, deliverables required to be submitted during closeout, schedule for close out.

The methodology described under this section is broad guidance. The project is proposed to be executed based on the following tentative packages. The list of packages would be approved by IGGL. The list of packages mentioned here is not exclusive and there may be increase or decrease in no. of packages at the time of execution.

PMC shall be responsible for any dispute with the vendor. Final payment shall be released after settlement of the dispute if any with the vendor and the settlement duly certified by PMC.

9.2 Works Packages

Following is the tentative list of packages. The list is based on the broad approach for execution. Inspection of all the major items mentioned below is to be carried out by the PMC. The list below is indicative. There may be some items which can be directly procured through tendering instead of through composite construction contract. The list will be finalized at appropriate time, preferably during kick-off meeting.

Sl. No.	Package
1	Composite construction package including following works:

	<ul style="list-style-type: none"> • Laying of pipeline and associated facilities • Construction and erection of terminal facilities including installation of all equipments • All Civil, mechanical, electrical, instrumentation works • Cathodic protection works • QRA, EMP and HAZOP Closure Report • Commissioning • Providing Technical assistance in obtaining Statutory Crossing Permissions and Services for Right of Use opening.
--	---

9.3 Execution Plan

Project execution methodology to complete the project within the given schedule shall be submitted by the PMC immediately after award of the contract. Such execution of methodology will be discussed and in case any amendment/ modifications in the methodology are required to achieve the target completion of project, then same will be revised. The description shall cover all aspects of the Project from award of Contract, through and including aspects of the Basic Design and the Detailed Engineering, construction, completion, commissioning and handover of the Project.

9.4 Quality Assurance

Bidder shall provide details of its intended compliance with Project Quality Assurance requirements. This compliance shall be supported by quality statements and quality manuals of the Bidder and all major subcontractors.

9.5 Design Standards

The following design standards shall be used as a minimum in the Scope of work:

- (i) Published Standards
- (ii) Indian Standards
- (iii) Oil industry Safety Directorate (OISD)
(In case of conflict among Indian Standards or with International Standards, owner should be consulted for deviations which in Consultant's opinion have cost impact)
- (iv) International Standards: ANSI, ASME, ASTM, API, SA, NACE, ISO, DIN, EN etc.
- (v) PNGRB (Petroleum and Natural Gas regulatory Board)

10.0 Exclusion from Consultant's Scope

The following are specifically excluded from scope; however, all technical assistance will be provided by consultant.

- (i) Cost towards Acquisition of ROU for pipeline laying including various Surveys, Statutory permissions, Permanent land acquisition and service.
- (ii) RoU Opening through third party agency.
- (iii) Insurance policies shall be taken either by IGGL or by Vendor / Contractor. However, Assistance for lodging of insurance claims and realization of the same shall be done by the consultant.
- (iv) Payment of Customs duty amount and transportation charges of imported materials.
- (v) Warehouse facility cost / Stores Infrastructure facilities.
- (vi) PMC's office accommodation, camp facilities with boarding/lodging & fooding facility for their employees / staffs deployed at Head Office and site camps including official conveyance.

11.0 Addition, Reduction in Scope & Re-Tendering

- 11.1** Addition/ reduction of PMC fees would be considered in case of addition or deletion in the scope of the project.
- 11.2** Change in drawings / documents in case of site decisions is to be carried out by the PMC without extra cost, in case the reason for same are solely attributable to PMC.
- 11.3** Re-working / Re-tendering / re-designing etc. if any, shall be done without extra cost to IGGL, in case the reason for same are solely attributable to PMC.
- 11.4** In case Consultant is required to execute certain extra activities not envisaged in the scope of work or not included in the schedule of rates (SOR), then Consultant shall submit to Engineer-in-Charge of IGGL, the detailed scope of work along with estimated Man-hours. The same shall be reviewed by IGGL and upon approval, IGGL shall convey the approval of mutually agreed man-hours for the said extra work & accordingly Consultant shall proceed for the work.

12.0 Other Conditions / Inclusions in Consultant's Scope

- (i) The CONSULTANT shall perform the work under this CONTRACT with diligence and conforming to the best international practices available in this area.
- (ii) The CONSULTANT shall perform their obligations conforming to rules, regulations and procedures prescribed by law.
- (iii) The consultant shall take approval / concurrence from IGGL on major and critical issues e.g. Design Basis, P&IDS etc.
- (iv) There may be minor changes in scopes during the implementation of the project. The consultant shall not be entitled for extra payment for the same. All deviations or changes arising due to change in the site condition, however, is required to be executed to complete the work defined in the broad scope of work of the tender, shall be considered as Minor Work.
- (v) The CONSULTANT shall suggest measures to cut-down cost and time over run without compromising the quality of work required in implementing the project.
- (vi) Industrial relation functions and implementation of labour laws at work sites.
- (vii) The Consultant should intimate in advance any client's obligations for timely completion of activities (e.g) requirements of statutory norms, regulatory authorities, etc.
- (viii) The CONSULTANT shall provide approved drawings etc. well in time to the contractor for commencing and proceeding with the work as per agreed schedule.
- (ix) Approvals from IGGL: Approvals will be given by IGGL for Design basis and all major documents, Fund earmarked for each activity, execute agreement with vendors/ contractors, releasing of payments as per PO / WO terms, opening of Letter of Credits in favour of vendors, spread wise requisite manpower deployment, completion certificates etc. for all cases etc.
- (x) Any activity required to be carried out for completion of the project though not specifically mentioned in the tender document shall be carried out at no extra cost to IGGL.
- (xi) All assistance required by IGGL (viz: but not limited to preparation of drawings, documents, reports etc.) for obtaining permissions and clearances from statutory authorities shall be performed by the consultant at no extra cost to IGGL.
- (xii) The consultant shall be responsible to prepare daily, weekly, fortnightly & monthly progress reports of the Project in approved formats within the quoted lumpsum price only.

- =====
- (xiii) The consultant shall attend (& contribute) to Project & Construction Review meetings taken by IGGL management at Project/ Corporate/ Site offices of IGGL and also at Vendor's/ Contractor's offices from time to time for expeditious completion of the project within the quoted lumpsum price only, which shall be participated at appropriate level by PMC.
 - (xiv) PMC and Contractor shall jointly sign the agreed value of invoices along with supporting documents to IGGL for consideration of payment.
 - (xv) The consultant shall put in requisite efforts to achieve accelerated time schedules for project completion, if so required, at no extra cost to IGGL.
 - (xvi) PMC's primary responsibilities, however, not limited to, for arbitration cases till the final award of arbitration:
 - a. Examining & providing reply of claims etc.
 - b. Participation in arbitration proceedings
 - (xvii) The consultant will be notified about their performance on periodic basis.
 - (xviii) One senior level PMC personnel should be stationed at IGGL project office (Guwahati) for day-to-day coordination activities between IGGL & PMC.
 - (xix) Capitalization of the pipeline or a section of the pipeline:

PMC to bifurcate the cost as per attached formats attached in Part-6 for the purposes of the capitalization of the assets. At the time of capitalization consultant may be required to depute their representatives in IGGL office.
 - (xx) Consultant will ensure the availability of all contractual management documents at sites.
 - (xxi) ME Model for Project Execution: Monthly Milestones to be formulated for the entire Project and the project monitoring will be based on Milestone achievement. Exceptions pertaining to Milestones not achieved to be discussed at IGGL & PMC Management level every fortnight for prompt resolution.
 - (xxii) Health Monitoring of Contracts: In order to ensure that the Contracts are managed properly, Project Manager / RCM of PMC shall monitor all the contracts on monthly basis and ensure that pending claims of Contractors pertaining to Extra Works / Deviations / Time extensions etc. are appropriately settled.
 - (xxiii) Quarterly Closure of Contracts: In order to ensure that execution related issues not develop into larger legal disputes at a later date, all the Contracts above INR 2.0 Crores are to be closed on quarterly basis and the accountability for the delays to be appropriately apportioned.

- =====
- (xxiv) Project review Team: Project Review Team (PRT), headed by CEO, has been constituted in IGGL for Critical Projects to periodically interact with the Contractors / Vendors for reviewing the progress against the targets set, setting the targets for next month and resolving issues / constraints of Contractors / Vendors, if any. Project & Construction team of PMC to ensure compliance with the decisions of the PRT.
 - (xxv) Documentation: PMC is required to submit all the documents required for HOTO with IGGL O&M, custom reconciliation etc. immediately after completion/ commissioning of the project.
 - (xxvi) Project Manager should be of GM / DGM level, having previous experience in Pipeline Projects.
 - (xxvii) Structured Progress Review Meeting to be done at different levels of PMC and with IGGL on regular basis.
 - (xxviii) Time-bound Drawings & document approval and adherence to Tendering & Ordering Cycle of IGGL.
 - (xxix) PMC to keep realistic provisions of Mandays for Supervision / Erection, Testing & Commissioning, wherever required.

13.0 Key Result Areas & Recoveries

It is the prime responsibility of the PMC to complete the project in scheduled time. The consultant would schedule and execute project activities such as to complete the entire project within the schedule. Recoveries would be affected for the delays attributable to the PMC. The PMC shall be periodically intimated about their performance.

Key result areas of the performance of the PMC along with the indicated recoveries are mentioned in the following table. This is in addition to Price Reducing Schedule as per article 3.12 of the GCC. Recoveries under this clause and PRS are subject to article 3.15 of GCC on limitation of liabilities.

Table 1

Sl. No.	Activity	Recovery
1	Deficiency in design*	₹ 50,000.00 in each case subject to a maximum of 3% of total contract value.
2	Deficiency in services**	₹ 50,000.00 in each case subject to a maximum of 3% of total contract value.

3	Incorrect measurements found to be certified in RA Bill / Final Bill	₹ 75,000.00 in each case (each RA / final bill with any incorrect measurement) subject to a maximum of 3% of total contract value. ***
4	Variation in qualification / experience of manpower deployed for site supervision from the defined requirements of the contract	₹ 75,000.00 in each case and in pro-rata basis part thereof to a maximum of 3% of total contract value. ****
<p>* Deficiency in design shall be considered any erroneous work (such as design of erroneous drawings / procedures, etc.) that would cause delay or bring-forth uncalled for financial implication to the project.</p> <p>**The PMC is required to prepare a schedule for all services such as submission of all final P&IDs, etc. for the project in consultation with IGGL at the beginning / during kick-off meeting. Upon failure to adhere to the agreed schedule, recoveries as per clause 2.0 mentioned above shall be levied.</p> <p>***Any instance of incorrect measurement found to be certified in any running bill / final will be exempted only once with a warning. For any further incorrect measurements in any or all RA / final bills, recovery as mentioned clause 3.0 shall be applicable.</p> <p>****Any variation in required manpower highlighted to the consultant shall have to be replaced with the required qualified personnel within 15 days. For, failure to provide the qualified manpower even beyond 15 days, recovery as per clause 4.0 shall be applicable i.e. ₹75,000.00 shall be deducted monthly until the issue is resolved.</p>		

Notes:

- (i) In all the above, calendar days are to be considered. Calendar days shall be considered as all days without considering any holidays.
- (ii) PMC shall mobilize and deploy the required manpower and the complete equipments so as to commence the services at the specified site (s) within a maximum of **two weeks** from the date of FOA / NOA.
- (iii) If the PMC shall fail to mobilize and deploy the required manpower/ equipment and / or fails to commence the services within the period specified in sub-clause (ii) above, IGGL shall, without prejudice to any other right or remedy in law or contract including sub clause (iv) below, the right to terminate the contract.
- (iv) If the PMC is unable to mobilize / deploy and commence the services within the period specified in sub clause (ii) above, it may request IGGL for extension, of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, IGGL may at the discretion extend the period of mobilization and shall recover from the contractor, as an ascertained and agreed Liquidated damages, a sum equivalent to $\frac{1}{2}$ % of the contract value,

=====

for each week of delay or part thereof, subject to a maximum of 10% of the contract value.

- (v) The Parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss damage which will be suffered by IGGL on account of delay on the part of the PMC and the said amount will be payable without proof of actual loss or damage caused by such delay.
- (vi) LD will be calculated on the basis of contract value excluding duties and taxes, where such duties/ taxes have been shown separately in the contract.
- (vii) The applicable GST on the LD shall have to be borne by the PMC. Accordingly, the liquidated damages shall be recovered from the contractor along with applicable GST.
- (viii) No time extension will be granted to PMC on account of Engineering, approval of drawing / QAP / procedure / documents (if any) etc., inspection of materials and any other engineering related activity. These activities are invariably to be carried out in the stipulated contract period and the penalties shall apply in such cases.
- (ix) Further no compensation in terms of Man-hour efforts beyond contract period will be given to PMC on these heads.
- (x) PMC to carry out quarterly closure of contracts including time extension, extra items, AHR items, deviations and delay analysis and fixing accountability etc. to be settled on quarterly basis.
- (xi) Further, in case final time extension is granted without PRS, no recovery against key result areas mentioned in clause 13.0 (Table -1-point no. 1 & 2) will be made. For all other points (3 & 4) in the table, recovery will be made irrespective of time extension granted with or without PRS.

14.0 IGGL's Obligation's:

- (i) To furnish route map, alignment sheet, soil resistivity data, soil investigation, Population Density Index and other survey reports.
- (ii) Furnish all information relevant to existing installations required by PMC from time to time for carrying out activities under its scope of work.
- (iii) Arrangement of necessary work permits & license etc. and payment of all fees / duties / taxes etc.
- (iv) Information sharing with PMC on latest labour laws etc. as applicable at sites,
- (v) Provide site office space & facilities (including co-ordination office at Guwahati/Site), stores infrastructure along with security and watch & ward personnel for these facilities.

- =====
- (vi) Reimbursement towards all tours & travels (including foreign) at actuals (for IGGL approved tours and travels only), wherever applicable.
 - (vii) Reimbursement towards charges for highly specialized studies / activities (such as river morphology studies, socio-economic studies, geo-hazard analysis etc.) at actuals.

15.0 Change in Law

- 15.1** In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the tender closing date for this CONTRACT and which results in increase in rate of taxes and duties on the supply of services to IGGL under the CONTRACT (other than personnel and Corporate taxes), the PMC shall be indemnified for any such increased taxes and duties by the IGGL subject to the production of documentary proof to the satisfaction of the IGGL to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by IGGL.
- 15.2** Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government or India or State Government(s) or Public Body which becomes effective after the tender closing date for this CONTRACT and which result in any decrease in the rate of taxes and duties on the supply of services to IGGL, (other than personnel and Corporate taxes), the PMC shall pass on the benefits of such reduced cost, taxes or duties to the IGGL, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.
- 15.3** All taxes & duties (except where otherwise expressly provided in the Contract) as may be levied/ imposed in consequences of execution of the Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the tender closing date, for the this CONTRACT shall be to PMC's account. Any increase/decrease in the rate of such duties, taxes after the tender closing date, but within the contractual completion/ mobilization date as stipulated in the CONTRACT will be to the account of IGGL.
- 15.4** Any increase in the rate of taxes & duties after the contractual completion / mobilization date during the extended period will be to the contractor's account, where delay in completion / mobilization period is attributable to the PMC. However, any decrease in the rate of taxes and duties after the contractual completion/mobilization date will be to IGGL's account.

- =====
- 15.5** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the PMC in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, IGGL will have no liability to reimburse/pay to the PMC the excess duties, taxes, fees, any finally levied/ imposed by the concerned authorities.
- 15.6** Notwithstanding the provision contained in clause 15.1 to 15.4 above, the IGGL shall not bear any liability in respect of:
- (i) Personal taxes on the personnel deployed by PMC, his sub-contractor/sub-contractors and Agents etc.
 - (ii) Corporate taxes and Fringe benefit taxes in respect of contractors and all of their sub-contractors, agents etc.
 - (iii) Other taxes & duties including Customs Duty, and GST in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the PMC.
- 15.7** The above provisions would be applicable only in case of variation in rate or taxes and duties on supply of service to IGGL and not applicable on taxes and duties on input (goods and services).
- 15.8** Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

=====

PART:3 (Health, Safety & Environment Policy)

It is IGGL's objective policy to ensure that potential health and safety factors and environmental effects are assessed for all products, projects and activities and acquisitions. For projects this is implemented by staged audits of health, safety and environmental aspects from concept stage to post commissioning in order to determine any shortcomings or non-compliance.

The specific requirement includes the following:

a) Project Safety Review

A formal project safety review is to be carried out by owner and integrated across the various contracts. The Owners review team will require data, input from key personnel from other contractors and access to all locations being used by contractors, subcontractors and suppliers. PMC shall make all necessary arrangements for such reviews as required by owner and shall ensure that contractors make available such data, personnel and locations as required. PMCs shall ensure that all recommendations and findings from safety reviews are implemented by contractors in a timely manner.

b) Environmental Impact Assessment (EIA) / Quality Risk Assessment (QRA)

PMC shall ensure that all recommendations resulting from the EIA / QRA studies, on approval by owner, are incorporated in the tender documents for implementation by contractors.

c) HAZOP

PMC shall provide a team, with IGGL's approval, for carrying out HAZOP study during design stage, construction stage, commissioning stage and shall ensure that all recommendations and findings are implemented by contractors in a timely manner. Non-Compliance of the HAZOP recommendations by Contractor shall be the responsibility of PMC.

d) Health, Site Safety and Security

PMC shall be responsible, on behalf of Owner for ensuring a high standard of occupational health and site safety management and for ensuring the requirements for health, safety and security to be maintained by contractors, subcontractors and other personnel working at site. PMCs shall compile the safety requirement on contractors.

The purpose of these safety requirements shall be to prevent any accidents, incidents or events that could result in injury or fatality to personnel from contractors, subcontractors or PMC, Owner or third parties and/or damage or destruction to contractor's or Owner's property, equipment and materials. The requirements shall be intended to supplement any Governing Authority of India, state, municipal, local or other regulations applicable at the site which PMC shall be obliged to enforce on behalf of owner. PMC shall agree with Owner's representative at site for any variations

=====

between these requirements. PMC shall monitor report and ensure that the above requirements are fully adhered to.

e) Site Safety Organization

PMC is to appoint a safety - officer with appropriate staff support whose responsibility is to monitor all safety activities on the job and report his findings to PMC. The safety officer shall make periodic safety inspections of the job site on a schedule that will provide ongoing coverage. The inspections should be made jointly with the superintendents of the contractors responsible for ongoing work in the areas to be inspected. Any infractions or poor safety practices uncovered by these inspections shall be promptly corrected. Safety requirements shall be enforced on the entire supervisory organization of the contractor and subcontractors. Each location shall require enforcement of approved safety rules and procedures by contractors and subcontractors.

Safety Officer is to be nominated amongst the deployed manpower at site with additional responsibilities of monitoring all safety activities on the job and report his / her findings to PMC.

f) Site Safety Planning

Prior to award of construction contracts or start of site work, PMC shall plan job safety requirement in conjunction with contractors giving due consideration to:

- (i) IGGL's / PMC's Safety requirement
- (ii) Location of job site(s)
- (iii) Type, background and quality of labor resources and anticipated training programme.
- (iv) Nature of construction work, types of hazards anticipated and hazard prevention methods.
- (v) Inspection, testing and commissioning activities overlapping with construction including training and implementation of permit to work system.
- (vi) Construction equipment and materials to be used.
- (vii) Minimizing the number of contractors / subcontractors working in any area at the same time.
- (viii) Personal protective clothing and equipment requirements must be established, and orders placed for timely delivery to job site of such equipment. PMC will ensure that contractors execute obligations in this area.

=====

g) Site Safety Manual

Prior to start of work at each job site, PMC shall publish and distribute a safety manual, safety bulletin, Dos & Don'ts about Safety approved by owner to cover safety activities. The manual shall be published both in English and Hindi and in other suiting workers' linguistic requirements.

The design of the manual shall permit easy communication of its contents to all personnel, recognizing languages and literacy conditions at the job site.

All IGGL's, PMC's and contractor's supervisory personnel will be issued a copy of the manual. Further distribution of the manual, or specific sections, shall be determined dependent upon the needs of the adopted construction strategy and organization. Copy of the manual will strictly be distributed to all statutory authorities.

The contents of the manual shall include, as a minimum, the following:

- (i) Owner's & PMC's safety organization, philosophy and responsibilities
- (ii) Owner's & PMC's safety requirement
- (iii) The general safety rules applicable to the job site
- (iv) Near miss accident report
- (v) Monthly safety audit report in line with OISD guidelines / checklist
- (vi) The requirements, availability and provision of personal protective clothing and equipment for specific activities that will take place at job site
- (vii) Traffic regulations at the work sites
- (viii) Requirements and standards for use of scaffolding/ladders
- (ix) Requirements for grounding electrical construction equipment and tools
- (x) Type, availability and responsibility for use of firefighting equipment
- (xi) Work permit procedures
- (xii) Procedures to be followed when an accident, injury or fire occurs
- (xiii) Simple procedures to be followed by entire contractor's organization should major accident occur
- (xiv) Control or access to site

PMC will issue update and revise booklets prior to commencing commissioning activities as new hazards arise and new working procedures are required.

h) Preparation of Emergency Action Plan

The PMC shall prepare the Onsite & Offsite Emergency Action Plan for Site apart from QRA Study, preparing Emergency Response and Disaster Management Plan in line with the requirements of IGGL's ISO procedures and OISD norms, PNGRB reg. etc. The same will be handed over to IGGL for approval and subsequent circulation.

=====

i) Safety Activities

PMC shall ensure that contractors / subcontractors carry out their activities in accordance with the safety plan throughout the course of the construction of the project to inculcate and maintain safety awareness among their employees.

Each employee, prior to beginning work, shall be given a safety orientation course. PMC shall be responsible for arranging, providing and ensuring such consistency of knowledge and understanding across all work groups. All personnel must be fully knowledgeable of the potential hazards involved in the work they supervise and the safe practices to be followed in their work.

j) Accident Investigation and Reporting

Any accident or incident resulting in a lost time injury, death, or damage to property or equipment is to be investigated by PMC. Every incident shall be documented promptly after the incident including the results of investigation and recommendations for preventive action. PMC shall also ensure that all necessary publicity is given, within the site, to ensure further incidents do not occur. This investigation and report shall not preclude any similar investigations and reports required by governmental regulation but may be handled concurrently with them.

PMC shall maintain safety performance and accident statistics records for the whole site in conformance to an agreed international standard or system to be approved by Owner. Updated safety performance and accident statistics shall be included in PMC's every monthly report.

k) Health Program

The PMC is to appoint an occupational health manager with appropriate staff whose responsibility will be to monitor all occupational health activities on the work site and his findings to the PMC. This role could be coupled with that of the safety manager. The occupational health manager will be responsible for:

- ❖ formation of health organization;
- ❖ preparation and submission to Owner of a health program;
- ❖ promotion of health education at the work site and analysis;
- ❖ investigation and reporting of hazards and incidents on the site.

Additionally, the occupational health manager shall make periodic inspections of the Site, with specific reference to:

- ❖ layout of temporary and permanent installations;
- ❖ provision of adequate medical personnel, facilities, equipment and supplies;
- ❖ implementation of measures for dealing with injuries/ illness.

Bidder shall provide details of its compliance with the Project health, safety and environmental requirements included with this Tender Document. This commitment shall be supported by HSE statements and manuals / procedures for Bidder and all major subcontractors.

=====

PART:4 (PMC Deliverables)

The PMC is required to submit all deliverables as below included but are not limited to within the schedule in line with the requirement mentioned in various sections of this document. The deliverables include all documents, drawings, Plan, Best Practices, Replies etc. mentioned under various disciplines of the WBS elements. The deliverables are summarized as under but not limited to:

- ❖ All Periodic Reports, Daily Progress Reports during construction, Customized Reports, monthly reports on activity wise value of work done, presentations, best practices/ international practices required for submission to Management / External Agencies.
- ❖ All documents related to engineering, construction, commissioning.
- ❖ Design basis, Data sheets, P&IDs, Engineering Drawings
- ❖ Project Cost reports
- ❖ Various types of Plans, Manuals including Disaster Management Plan
- ❖ Documentation for CCOE, Nagpur compliance
- ❖ Performance Evaluation Reports of vendors / contractors
- ❖ Lesson Leant and Project Close out reports
- ❖ Statutory documents
- ❖ Any other deliverable not mentioned here but required elsewhere in tender.
- ❖ Both hard and editable soft copies to be provided.
- ❖ Notwithstanding the scope mentioned in other parts of this document, the Consultant will put special emphasis on followings:
 - Logistic Management
 - Health Monitoring of contracts (Periodic Report)
 - Hindrance Register

PART:5 (Time Schedule)

Contractual schedule time for the PMC contract shall be **21 Months (including 03 months for Closure) from the date of Kick off Meeting**. The Kick of Meeting is tentatively to be scheduled within 01 month from date of issue of FOA.

The pipeline project is required to be commissioned as per approved schedule of the project. Therefore, The PMC would prepare detailed activity schedule for the project in consultation with IGGL at the beginning / during kick-off meeting. All efforts should be made to meet all the intermediate schedule and milestones. PMC is required to plan and put manpower and resources accordingly. PMC is required to work simultaneously on various procurement & works packages and accordingly, make strong efforts to complete the project on or before this date.

=====

PART:6 (Annexures)

Annexure-1 (Format for Details of Capitalization – Line wise & Terminal Wise)

Name of Project :

Actual Length of Pipeline :

DFR Estimate :

Scheduled Date of Completion :

Actual Date of commissioning :

Break-Up summary of the actual cost of completion

1. Survey Cost :

2. RoU

a) Crop Compensation :

b) RoU Compensation :

c) Permanent Land Acquired :

3. Line Pipe :

4. Other Materials :

5. PMC :

6. Laying Cost :

7. Owner's Expenses :

8. Commissioning Cost :

9. Other Expenses :

Enclosed:

- Statement showing variation of actual with DFR cost along with reasons / remarks.
- Commissioning certificate

Date:

Signature of EIC / Project-In-Charge

=====

Guidelines on Details of Capitalization (Line wise & Terminal Wise)

Sl. No.	Break up Summary of the actual cost of completion	
1	Survey Cost	Line wise, State wise Survey costs along with liability if any. In case of bifurcation of common costs amongst different sizes of the pipelines, the basis of allocation along with allocated costs may also be given.
2	RoU	
	a) Crop Compensation	Line wise, State wise village wise Crop compensation awarded, disbursed, compensation still to be decided, reconciliation of the amount given to CA, disbursed, yet to be disbursed, balance available along with bank certificate for balance to be enclosed and reconciliation with amount appearing in system / SAP to be enclosed.
	b) RoU Compensation	Line wise, State wise village wise ROU compensation awarded, disbursed, compensation still to be decided, reconciliation of the amount given to CA, disbursed, yet to be disbursed, balance available along with bank certificate for balance to be enclosed and reconciliation with amount appearing in system / SAP to be enclosed.
	c) Permanent Land Acquired	Line wise, State wise village wise Land acquired, Area of the land, whether freehold or leasehold, term of the lease, amount paid, balance yet to be paid with details of one-time payment and / or periodic payments made / to be made is to be enclosed and reconciliation with amount appearing in system / SAP to be enclosed.
3	Line Pipe	size wise, spread wise line pipe including coating cost information (Quantitative as well as Amount) paid, liability provided with material reconciliation including pipes issued, consumed, balance surplus, transferred from / to other sites, damaged (if any), allowable wastage, recovery to be made from contractor, retention made may be given. Reconciliation with system / SAP to be enclosed.
4	Other Materials	With reference of system / SAP document nos, reconciliation showing material transferred from/to other sites, consumed, balance with contractors or in IGGL / PMC custody, returned to stores, damaged / lost if any.
5	PMC	Details of PMC cost including liabilities as on date of closing of account reconciled with system / SAP figures, separately for each size of the pipeline. Bifurcation of PMC cost for different size wise pipelines, Terminals, Telecoms, Scada, Cathodic Protection, the basis of allocation and amount allocated may be given.
6	Laying Cost	Laying cost reconciled with system / SAP, Spread wise including extra works, AHR Items, Substituted Items, PRS and other costs, bifurcated size wise pipeline and other costs for Terminals, Telecom, Scada & Cathodic

		Protection along with basis of allocation, if divided common costs, may be given.
7	Owner's Expenses	Details of Owners Expenses including liabilities on the date of closing of accounts reconciling with system / SAP figures separately for each size of pipeline should be given. Further bifurcation into pipeline, terminals, Telecom, Scada, CP may be given along with basis of allocation.
8	Commissioning Cost	Quantity and Value of Gas vented and other costs, if any, during commissioning along with details of working should be given.
9	Other Expenses	Other expenses not included above along with nature of expenses, details and bifurcation with basis if any.
10	Taxes and Duties included in the above costs may be separately indicated.	
11	Statement showing variation of actual with DFR cost along with reasons / remarks may be given.	
12	A copy of the commissioning certificate in the format enclosed to be enclosed.	

Format for Capitalization Certificate

IGGL, Project Department

Guwahati

Ref. No.:

Date:

CERTIFICATE FOR DATE OF COMMERCIAL USE

(For the purpose of capitalization of the pipeline)

This is to certify that __inch x __ km long pipeline from _____ to _____ for supplying Natural Gas to M/s _____ has been laid and mechanically tested. The pipeline has been commissioned on _____ and is ready for commercial use.

The above declaration is however, without prejudice to any of the rights of the contractors/ suppliers concerned as stipulated in the various contracts/ purchase orders.

(Construction Manger/RCM)

=====

Annexure-2 (Format for Bio Data)

Paste Photograph Here

1	Name																			
2	DOB																			
3	Place of Birth																			
4	Nationality																			
5	Contact Details, Phone No., Email																			
6	Languages Know (Read, Write, Speak)																			
7	Educational Qualifications																			
8	Professional Qualifications																			
9	Affiliations to Professional Bodies																			
10	Professional Experience																			
	<table border="1"> <thead> <tr> <th>Organization</th> <th>From</th> <th>To</th> <th>Years</th> <th>Position</th> <th>Responsibilities in the Specific project</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Organization	From	To	Years	Position	Responsibilities in the Specific project													
Organization	From	To	Years	Position	Responsibilities in the Specific project															
11	Computer & Software's Proficiency																			
12	Any Other Information:																			

=====

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Definitions

In addition to meaning ascribed to certain capitalized terms in Section IV "GCC" of IGGL, following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in Section IV "GCC", the meaning ascribed to such term hereunder shall prevail:

- Definitions
 - (i) "Bid / Tender Documents" shall mean documents issued to the bidder pursuant to IFB and listed in ITB.
 - (ii) "Effective Date" shall mean the date on which Contractor's obligations will commence and that will be date of Fax of Acceptance (FOA).
- Interpretations / Amendments from GCC
 - (i) Where any portion of the GCC is repugnant to or at variance with any provisions of SCC, then, unless a different intention appears, the provisions of the SCC shall be deemed to govern the provisions of the GCC and provisions specified in SCC shall prevail to the extent of such repugnancy, or variations exist.
 - (ii) In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
 - (iii) Notwithstanding the sub-division of the Contract Documents into 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 Agreement so far as it may be practicable to do so.
 - (iv) All headings, subtitles and marginal notes to the clauses of the GCC, SCC or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
 - (v) Contract Performance Bank Guarantee (CPBG) shall be valid for 27 Months after the completion of the contract. Completion certificate will be issued by Engineer-in-Charge of Owner on the acceptance of close out report as submitted by Consultant.
 - (vi) Refer Article 3.8 of 'GCC': Prices shall be as per the SOR. Statutory variation in GST, if any, within the contractual completion period shall be borne by IGGL. However, any increase in GST beyond the contractual completion period shall be borne by the consultant. Any decrease in the rate of taxes and duties shall be passed on to the employer. No variation in taxes duties or levies other than GST shall be payable.

2. Terms & Mode of Payment

The terms and mode of payment shall be as per details given below:

- a) All the relevant clauses of GCC, ITB & SCC shall be applicable.
- b) Payment shall start only after signing of Contact Agreement & Receipt of Contract –cum-Performance Bank Guarantee as per Tender document.
- c) MILESTONE PAYMENT FORMULA (as per weightage defined below and SOR).

Payment Milestones for PMC as part of SOW for PMC of Phase-III (Construction Management)

Sl. No.	Description	% Payment	% Cumulative Payment
A	Engineering		3.45
A.1	HAZOP Closure Report along with Submission of Final P&IDs		
A.1.1	Section-10 A (DIM-KOH)	1.30	1.30
A.1.2	Section-10 B (KOH-IMP)	1.30	2.59
A.1.3	Section-11 (SIL-GAN)	0.85	3.45
B	Planning & Scheduling		3.45
B.1	Finalization of Project Execution Plan/ Methodology		
B.1.1	Section-10 A (DIM-KOH)	0.43	3.88
B.1.2	Section-10 B (KOH-IMP)	0.43	4.31

Sl. No.	Description	% Payment	% Cumulative Payment
B.1.3	Section-11 (SIL-GAN)	0.29	4.60
B.2	Finalization of WBS structure		
B.2.1	Section-10 A (DIM-KOH)	0.43	5.03
B.2.2	Section-10 B (KOH-IMP)	0.43	5.46
B.2.3	Section-11 (SIL-GAN)	0.29	5.75
B.3	Submission of Organogram for Project Office & Construction site along with deployment of manpower		
B.3.1	Section-10 A (DIM-KOH)	0.43	6.18
B.3.2	Section-10 B (KOH-IMP)	0.43	6.61
B.3.3	Section-11 (SIL-GAN)	0.29	6.90
C	Detailed Engineering (D.E.) and expediting from HO during Construction (excluding approval of drawings / procedures)		11.49
C.1	D.E. and expediting from HO for Cumulative Construction - 25%		
C.1.1	Section-10 A (DIM-KOH)	0.43	7.33
C.1.2	Section-10 B (KOH-IMP)	0.43	7.76
C.1.3	Section-11 (SIL-GAN)	0.29	8.05
C.2	D.E. and expediting from HO for Cumulative Construction - 50%		

Sl. No.	Description	% Payment	% Cumulative Payment
C.2.1	Section-10 A (DIM-KOH)	0.86	8.91
C.2.2	Section-10 B (KOH-IMP)	0.86	9.77
C.2.3	Section-11 (SIL-GAN)	0.57	10.34
C.3	D.E. and expediting from HO for Cumulative Construction - 75%		
C.3.1	Section-10 A (DIM-KOH)	1.30	11.64
C.3.2	Section-10 B (KOH-IMP)	1.30	12.93
C.3.3	Section-11 (SIL-GAN)	0.86	13.79
C.4	D.E. and expediting from HO for Cumulative Construction - 100%		
C.4.1	Section-10 A (DIM-KOH)	1.73	15.52
C.4.2	Section-10 B (KOH-IMP)	1.73	17.25
C.4.3	Section-11 (SIL-GAN)	1.13	18.39
D	Commissioning		58.62
D.1	Complete Mobilisation of Consultant Manpower at Site as per requirement & Submission of Organogram		
D.1.1	Section-10 A (DIM-KOH)	4.32	22.71
D.1.2	Section-10 B (KOH-IMP)	4.32	27.02

Sl. No.	Description	% Payment	% Cumulative Payment
D.1.3	Section-11 (SIL-GAN)	2.86	29.89
D.2	Submission of Mechanical Completion certificate		
D.2.1	Section-10 A (DIM-KOH)	2.59	32.48
D.2.2	Section-10 B (KOH-IMP)	2.59	35.07
D.2.3	Section-11 (SIL-GAN)	1.72	36.78
D.3	Commissioning & Gas In for Pipeline System and submission of Commissioning certificate		
D.3.1	Section-10 A (DIM-KOH)	2.59	39.37
D.3.2	Section-10 B (KOH-IMP)	2.59	41.96
D.3.3	Section-11 (SIL-GAN)	1.72	43.68
D.4	Commissioning & Gas In for all Stations & Terminals		
D.4.1	Section-10 A (DIM-KOH)	2.59	46.27
D.4.2	Section-10 B (KOH-IMP)	2.59	48.86
D.4.3	Section-11 (SIL-GAN)	1.72	50.57
D.5	Submission of all WO closure statements		
D.5.1	Section-10 A (DIM-KOH)	2.16	52.73

SI. No.	Description	% Payment	% Cumulative Payment
D.5.2	Section-10 B (KOH-IMP)	2.16	54.89
D.5.3	Section-11 (SIL-GAN)	1.43	56.32
D.6	Acceptance of all WO Closure Statements prepared by Consultant		
D.6.1	Section-10 A (DIM-KOH)	2.59	58.91
D.6.2	Section-10 B (KOH-IMP)	2.59	61.50
D.6.3	Section-11 (SIL-GAN)	1.72	63.22
D.7	Submission of Performance Cards of all contractors		
D.7.1	Section-10 A (DIM-KOH)	1.73	64.95
D.7.2	Section-10 B (KOH-IMP)	1.73	66.67
D.7.3	Section-11 (SIL-GAN)	1.14	67.82
D.8	Handover of complete Material Reconciliation in SAP or in IGGL's system		
D.8.1	Section-10 A (DIM-KOH)	3.45	71.27
D.8.2	Section-10 B (KOH-IMP)	3.45	74.72
D.8.3	Section-11 (SIL-GAN)	2.27	77.01
E	Project Close Out		22.99

Sl. No.	Description	% Payment	% Cumulative Payment
D.1	Project Closeout and submission of project Closure Report		
D.1.1	Section-10 A (DIM-KOH)	8.63	85.65
D.1.2	Section-10 B (KOH-IMP)	8.63	94.28
D.1.3	Section-11 (SIL-GAN)	5.73	100.00
TOTAL (Engineering from Home Office)		100%	

Sl. No.	Description	Total Qty. in Man-Hour
H	Extra Work (from Home Office) (to be executed with approval from IGGL)	
1	Finalization of any other package / system / facility (including design, detailed Engineering, tender document etc.) not covered above under ' Engineering '.	1000
2	Any other planning, scheduling, monitoring, reporting etc. not covered above under ' Planning & Scheduling ' but required during execution of the Project.	
3	Detailed engineering & Approval of drawings and procedures during Construction & Commissioning etc. not covered above.	

Notes:

- The price break-up as given above shall form the basis of payment of progressive bills on pro-rata basis to the contractor.
- The payment towards any other items not covered above, as mentioned in the respective heads, shall be made on completion of all Project activities as per Scope of work in all respects.

- =====
- (c) IGGL shall have the right to alter and finalize the proposed schedule if in their opinion the break-up as submitted by the contractor is not considered proportionate with the cost of individual items.
 - (d) The Contractor shall raise monthly invoices for the man months during the project management period with required documents including time sheets of the man months/ man-power deployment details etc. Payment shall be limited to the ceiling as quoted in Sl. No. 2 of Price Schedule (SOR) of the bid document. IGGL may audit or cause to be audited the invoices, man months booking and related accounting and other records, before or after release of payments.
 - (e) The consultant shall submit GST invoice, including breakup of GST to enable IGGL to avail ITC, if any.
 - (f) The PMC shall be responsible to submit the invoices through IGGL Bill Tracking System (BTS) or such system if any and retain a receipt on submission. Owner shall Endeavour to release payments within 30 days for the bills raised by the PMC through e-banking.
 - (g) Paying Authority: The Paying Authority will be CFO, IGGL or IGGL authorized representative, Guwahati, Assam.
 - (h) Deduction at Source:
 - Owner will release the payment to the Consultant after effecting deductions as per applicable law in force.
 - Owner will release payments to the Consultant after offsetting all dues to the Owner payable by the Consultant under the Contract.
 - (i) Invoice with original supporting documents duly countersigned by Consultant's representative / engineers wherever applicable will be submitted once in a month by the contractor (between 1st to 15th of the month for the work done in preceding month) and payment shall be made within 30 (thirty) calendar days from the date receipt of invoice at the IGGL office, Guwahati.

The original invoice should also accompany the following document/details:

I. Along with first invoice

Following documents/details should be invariably furnished along with the first invoice:

- Copy of valid GST registration certificate.
- Particulars required for making payments through Electronic Payment Mechanism'.
- Mobile no. (Optional)
- E-mail ID

II. Periodical / Monthly Payment

- Tax invoice as per relevant GST rules, in original and duplicate.
- Insurance policies (As applicable)
- Details of statutory payment like PF, ESI, and EPF etc. (as applicable).
- Undertaking by the Contractor regarding compliance of all statutes.
- Certification by the contractor stating that labour has not been paid less than minimum wages. (As applicable).
- Copy of Time Sheet/ DPRs with summary showing non-operating period, operational period, idle period, breakdown of equipment, non-deployment, short deployment etc. (if any) any reasons thereof. (As applicable).
- Attendance Sheet (How many person on board) Manpower deployment sheet showing non deployment /short deployment etc. (if any) and reasons thereof. (As applicable)
- Any other documents specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the Contract.
- NEFT payments, insurance scheme.

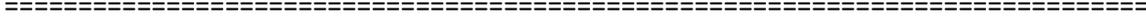
3. Performance Evaluation

The performance of consultant to whom the award is placed shall be evaluated right from submission of bid till the final completion, as per format of IGGL.

4. Order of Precedence

In case of an irreconcilable conflict amongst General Conditions of Contract, and other conditions mentioned in Scope of services, Specifications or Price Schedule / Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- (i) Letter of Acceptance / Contract Agreement
- (ii) Fax of Acceptance
- (iii) Special conditions of contract
- (iv) Scope of Consultants Services
- (v) Instructions to Bidders
- (vi) General Conditions of Contract



SECTION-VII

PRICE SCHEDULE / SCHEDULE OF RATES

SCHEDULE OF RATES (SOR)

SUB: HIRING OF PROJECT MANAGEMENT CONSULTANT (PMC) FOR CONSTRUCTION MANAGEMENT OF PHASE-III

Tender No.: IGGL/GHY/C&P/PMC_III(C)/02-26 (E –TENDER NO. IGGL-100105)

Name of Bidder: M/s _____

CONSTRUCTION MANAGEMENT (Home Office & Site Office)					
SOR Sl. No.	Description	UoM	Quantity	Unit Price excl. GST (in INR)	Total Price excl. GST (in INR)
1.0	Total Fees for Project Management Consultancy Services for Parent office works, Home office, Construction & Field Works as described in Scope of Work and other sections of tender document				
1.1	Total fees for Construction Management Services of Pipeline Projects of IGGL Ph-III (as defined in SOW & SCC) <u>Engineering at home office:</u> Assistance for Engineering, Finalization of P&IDs and HAZOP Closure	Lumpsum	1		
1.2	Charges for <u>Extra Work in Home Office</u> , if any, with prior approval from IGGL	Man-Hour	1000		
2.0	<u>Construction Management:</u> Site Supervision / Base Support	Man-Month	300		
Total Amount excluding GST (in INR)					
Rate of GST (in percentage)			GST Amount (in INR)		
Total Amount including GST (in INR)					

NOTE TO BIDDERS:

1. The total lump-sum cost indicated at Cost at Sl. No. 1.1 above of SOR shall be considered as the total lump-sum cost for the given scope of work/services.

- =====
2. The payment for 1) Engineering component shall be made on completion of respective activities given. The weightages for these envisaged components for engineering part is as per clause 2.0 of SCC.
 3. The payment for 2) Project management component shall be made for actual man months worked / spent. The man months considered are not inclusive travel time. Man-day shall not be payable for travel time.
 4. The man month includes requirement of individual discipline engineers as well as safety officer/ engineer.
 5. Due to extension in project schedule, if required, man-month for only project management activities (Sl. No.2 above) can be extended after mutual agreement. In such eventuality, PMC shall submit the proposal in advance and obtain approval from IGGL for additional man-months
 6. Bidders are requested to submit the blank SOR with "QUOTED/NOT QUOTED" remarks along with the un-priced bid without mentioning any price/rate.
 7. PRICE / RATES TO BE ENTERED ONLY IN THE PRICED BID FORMAT/BOQ AVAILABLE IN THE CPP PORTAL. MENTIONING THE PRICES IN TECHNICAL BID WILL RESULT IN DISQUALIFICATION OF THE BIDDER.

SECTION-VIII

ATTACHMENTS

Attachment-I: Proforma for Contract Agreement

Attachment-II: Issuing Bank Confirmation Letter for FDR

Attachment-III: Integrity Pact

PROFORMA FOR CONTRACT AGREEMENT

LOA No. /FOA No. / LOA No.:

Agreement for " -----"(hereinafter called the "Job") made on _____ day of _____ between M/s _____, hereinafter called the "CONSULTANT" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and Indradhanush Gas Grid Limited hereinafter called "IGGL" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

IGGL being desirous of having provided for execution of certain work mentioned, enumerated or referred to in the FOA / LOA including Completion Schedule of job has called for proposal.

- A. The CONSULTANT has examined the Job specified in TENDER of IGGL and has satisfied himself by careful examination before submitting his proposal as to the nature of the Job and local conditions, the nature and magnitude of the Job, the availability of manpower and materials necessary for the execution of Job and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in FOA / LOA or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference's to or with the execution and completion of the Job to be carried out under the Agreement, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the completion of the Job and which might have included him in making his proposal.
- B. The FOA / LOA including Completion Schedule of Job and Letter of Acceptance of proposal form part of this Agreement though separately set out herein and are included in the expression Agreement wherever herein used.

AND WHEREAS

IGGL accepted the bid of the CONSULTANT for the provision and the execution of the said Job at the values stated in bid and finally approved by IGGL upon the terms and subject to the conditions of Agreement.

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



- =====
1. In consideration of the payment to be made to the CONSULTANT for the JOB to be executed by him, the CONSULTANT hereby covenants with IGGL that the CONSULTANT shall and will duly provide, execute and complete the said job and shall do and perform all other acts and things in the AGREEMENT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said JOB and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the AGREEMENT.
 2. In consideration of the due provision execution and completion of the said JOB, IGGL does hereby agree with the AGREEMENT that IGGL will pay to the CONSULTANT the respective amounts for the JOB actually done by him and approved by IGGL at the Schedule of Rates specified in the FOA / LOA, such payment to be made at such time in such manner as provided for in the AGREEMENT and FOA / LOA.

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

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

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

Date: _____

Date: _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

=====

ATTACHMENT- II

THIRD PARTY DEPOSIT CONFIRMATION LETTER (Only in case of FDR)

(The original FDR shall be accompanied with this confirmation letter in original on letter head from the issuing bank)

Date:

To,
Indradhanush Gas Grid Limited

Dear Sir / Madam,

Subject: Issuance of Cumulative FDR _____ amounting to Rs. _____ valid till _____

It is hereby certified that Cumulative Fixed Deposit Receipt (FDR) bearing number.....dated.....amounting to ₹..... (Amount in figure and words) has been issued by (Name of the Bank) branch address..... The maturity value is ₹..... on dated.....

This FDR has been issued on the request of M/s (Name of the contractor) under the PO no. / W.O. No/Tender no.. ..

This FDR can be encashed/ redeemed without any consent/ letter from the contractor M/s.....(Name of the contractor) on the demand by M/s Indradhanush Gas Grid Limited and the payment will be made to M/s Indradhanush Gas Grid Limited excluding the interest earned thereon. The Contractor cannot encash/ premature above FDR unless above original FDR is accompanied by the discharge letter/NOC/approval of IGGL.

If the FDR is not withdrawn, till date of maturity, it may be renewed or treated as instructed by the Contractor & IGGL for renewal.

This FDR has been issued by authorized signatory of the Bank.

For or on behalf of[Name of the Bank & Branch details (Including IFS Code)]

Signature.....

Name:.....

Designation:.....

Contact no.

Email Id.

Stamp of Bank.....

Note:

- (i) This letter forms an integrated part of FDR.
- (ii) In case confirmation is required, the communication can be sent to the following:
Details for confirmations (including Address, Email Id, IFS Code and contact no.)

ATTACHMENT-III

INTEGRITY PACT

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



INTEGRITY PACT

INTRODUCTION:

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

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

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



ANNEXURE-1

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

I COMMITMENTS AND OBLIGATIONS OF THE "COUNTER PARTY"

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

II VIOLATIONS & CONSEQUENCES:

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

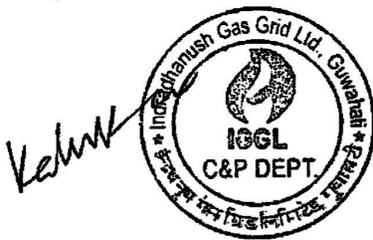


INDEPENDENT EXTERNAL MONITORS (IEMS)

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

- (i) **Smt. Madhu Sharma, IFOS (Retd.)**
(E-mail Id: madhu1sharma@yahoo.com)
- (ii) **Shri Shyam Nandan Prasad, Director-Marketing, Coal India Ltd. (Retd.)**
(E-mail: shyamnandanprasad@yahoo.com)

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



INTEGRITY PACT

(To be executed on plain paper)

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

AND

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

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

PREAMBLE

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

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

Section 1 –Commitments of the Principal

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



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

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

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



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

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

Section 4 –Compensation for Damages

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

Section 5–Previous transgression

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

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

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



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

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

Section 8—Independent External Monitor/Monitors

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



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

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

Section 9-Pact Duration

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

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

Section 10-Miscellaneous provisions

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



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

(For & on Behalf of Principal)

(Office Seal)

(For & on Behalf of Bidder/ Contractor)

(Office Seal)

Place

Date

Witness1:
(Name & Address)

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

Witness2:
(Name & Address)

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

