



**INDRADHANUSH GAS GRID LIMITED (IGGL)**

(Joint Venture of IOCL, ONGC, GAIL, OIL and NRL)  
GUWAHATI, ASSAM

## **NORTH -EAST GAS GRID PIPELINE PROJECT**

### **BID DOCUMENT FOR**

**HIRING SERVICES FOR OBTAINING PESO APPROVAL,  
CONSENT TO ESTABLISH/ OPERATE & ACQUISITION OF  
PERMANENT LAND ALONG WITH GEOTECHNICAL  
INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR  
DULIAJAN FEEDER LINE**

### **OPEN DOMESTIC COMPETITIVE BIDDING**

**GeM Bid No. GEM/2026/B/7550428**  
**Tender Ref. No.: 05/51/E0085/IGGL/001**

### **VOLUME – I OF I**



**PREPARED AND ISSUED BY**

**MECON LIMITED**

(A Govt. of India Undertaking)

Delhi, India

**[In case of any conflict in terms & conditions given in documents uploaded on GEM portal (Vol. I & Vol. II) and provisions/ conditions available at GeM portal (including General terms and conditions (GTC)), the terms & conditions contained in documents uploaded in GeM portal (Vol. I & Vol. II) shall prevail]**

## MASTER INDEX

**ITEM: TENDER DOCUMENT FOR HIRING SERVICES FOR OBTAINING PESO APPROVAL, CONSENT TO ESTABLISH/ OPERATE & ACQUISITION OF PERMANENT LAND ALONG WITH GEOTECHNICAL INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR DULIAJAN FEEDER LINE PROJECT UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)**

**GeM Bid No. GEM/2026/B/7550428 (Tender Ref. No.: 05/51/E0085/IGGL/001)**

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**SECTION-I**

**INVITATION FOR BID**

**(IFB)**

**SECTION-I**

**"INVITATION FOR BID (IFB)"**

Ref No: 05/51/E0085/IGGL/001

Date: 18.05.2026

To,

***[PROSPECTIVE BIDDERS]***

**SUB: TENDER DOCUMENT FOR HIRING SERVICES FOR OBTAINING PESO APPROVAL, CONSENT TO ESTABLISH/ OPERATE & ACQUISITION OF PERMANENT LAND ALONG WITH GEOTECHNICAL INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR DULIAJAN FEEDER LINE PROJECT UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)**

Dear Sir/Madam,

1.0 INDRADHANUSH GAS GRID LIMITED (IGGL), a Joint Venture (JV) of IOCL, ONGC, GAIL, OIL and NRL, having its registered office at Guwahati in the State of Assam, has appointed MECON Limited (hereinafter referred to as “MECON”) as EPMC for “**NORTH - EAST GAS GRID PIPELINE PROJECT**”. MECON Ltd. on behalf of Indradhanush Gas Grid Limited invites bids from bidders for the subject supply/job, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

<b>(A)</b>	SCOPE OF SUPPLY / PROCUREMENT	HIRING SERVICES FOR OBTAINING PESO APPROVAL, CONSENT TO ESTABLISH/ OPERATE & ACQUISITION OF PERMANENT LAND ALONG WITH GEOTECHNICAL INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR DULIAJAN FEEDER LINE PROJECT UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)
<b>(B)</b>	TENDER NO. & DATE	Tender Ref no.: 05/51/E0085/IGGL/001 This Document shall form integral part of Government e-Marketplace (GeM) Bid No. <b>GeM Bid No. GEM/2026/B/7550428</b>
<b>(C)</b>	TYPE OF BIDDING SYSTEM	Two Bid System
<b>(D)</b>	COMPLETION PERIOD	Refer sl. No. 2 of SCC

(E)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<table border="1" data-bbox="881 220 1425 373"> <tr> <td data-bbox="881 220 1182 296">APPLICABLE</td> <td data-bbox="1182 220 1425 296" style="text-align: center;">√</td> </tr> <tr> <td data-bbox="881 296 1182 373">NOT APPLICABLE</td> <td data-bbox="1182 296 1425 373" style="text-align: center;">X</td> </tr> </table> <p data-bbox="927 380 1260 411"><b>Amount: INR 2,25,600/-</b></p> <p data-bbox="870 457 1463 485">(Refer clause no.16 of ITB &amp; BDS for details)</p>	APPLICABLE	√	NOT APPLICABLE	X
APPLICABLE	√					
NOT APPLICABLE	X					
(E1)	DECLARATION FOR BID SECURITY	Bidders who are allowed for exemption as per clause no. 16.9 are required to submit Declaration for Bid Security in bid as per proforma at Form F-2A				
(F)	DATE, TIME & VENUE OF PRE-BID MEETING	<p data-bbox="870 642 1105 674"><b>Date: 26.05.2026</b></p> <p data-bbox="870 678 1211 709"><b>Time: At 1500 Hrs (IST)</b></p> <p data-bbox="870 730 1479 800"><b>Shall be conducted through Video Conferencing Details of VC as under</b></p> <p data-bbox="870 804 1198 835">Google Meet joining info</p> <p data-bbox="870 840 1479 909">Video call link: <a href="https://meet.google.com/tag-qkaj-ztc">https://meet.google.com/tag-qkaj-ztc</a></p>				
(G)	CONTACT DETAILS OF TENDER DEALING OFFICER	<p data-bbox="870 932 1446 1001">Vaidant Kumar Bairwa, DGMI/c (Contracts) MECON Limited</p> <p data-bbox="870 1005 1479 1075">15<sup>th</sup> Floor, Scope Minor, District Centre, Laxmi Nagar, Delhi – 110092, India</p> <p data-bbox="870 1079 1349 1110">Ph. No. +91-11-22401143/ 22401224</p> <p data-bbox="870 1115 1377 1146">Email : <a href="mailto:cont-delhi@meconlimited.co.in">cont-delhi@meconlimited.co.in</a></p>				
(H)	DEALING IGGL'S OFFICE ADDRESS	<p data-bbox="870 1163 1430 1262">Indradhanush Gas Grid Limited 7<sup>th</sup> Floor, NRL Centre, G S Road, Christian Basti, Guwahati, Assam – 781005</p>				

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III). The IFB is an integral and inseparable part of the Tender Document.
- 4.0 Bid must be submitted only on GeM Portal (<https://gem.gov.in/>). Further, the following documents in addition to uploading in the bid on IGGL's e-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 GeM Portal by the bidder along with e-bid within the Bid Due Date & Time, to the address mentioned in Bidding Data Sheet (BDS) [Annexure-I to Section-III]:-
- i) EMD / Bid Security / Declaration for Bid Security (As applicable)
  - ii) Line of Credit (if applicable)
  - iii) Integrity Pact (if applicable)
  - iv) Power of Attorney

- 5.0 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from GeM Portal and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Bid Due Date & Time.
- 7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from GeM Portal shall be taken into consideration for evaluation & award provided that the Bid is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).
- The Tender Document calls for offers on single point “Sole Bidder” responsibility basis (except where Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Supply /Specification(s) as specified in Tender Document.
- 8.0 Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the GeM Portal only. Bidders are requested to visit the GeM Portal regularly to keep themselves updated.
- 9.0 All the bidders including those who are not willing to submit their bid, are required to submit F-5 (Acknowledgement cum Consent letter) duly filled within 7 days from the date of receipt of tender information.
- 10.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.
- 11.0 **Bidders are required to update their GST registration details on GeM portal to enable evaluation of bids after considering ITC of GST, wherever applicable. However, evaluation bids will be based on the confirmations & documents submitted by the bidder in their bid irrespective of the status/evaluation on GeM portal. IGGL’s decision in this regard shall be final.**
- 12.0 **As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal.**

This is not an Order.

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

Vaidant Kumar Bairwa, DGM I/c (Contracts)  
E-mail ID : [cont-delhi@meconlimited.co.in](mailto:cont-delhi@meconlimited.co.in)  
Contact No. : +91-11-22401143 / 22401224

**CUT-OUT SLIP**

**DO NOT OPEN - THIS IS A QUOTATION**

***Tender Ref. No. : 05/51/E0085/IGGL/001***

***GeM bid no. : GEM/2026/B/7550428***

***Description : TENDER DOCUMENT HIRING SERVICES FOR OBTAINING PESO APPROVAL, CONSENT TO ESTABLISH/ OPERATE & ACQUISITION OF PERMANENT LAND ALONG WITH GEOTECHNICAL INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR DULIAJAN FEEDER LINE PROJECT UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)***

***Bid Due Date & Time: 09.06.2026; 1500 Hrs.***

***From:***

***To:***

..... .....	<b><i>The Deputy General Manager I/c (Contracts) MECON LIMITED 15TH FLOOR, NORTH TOWER, SCOPE MINAR, LAXMI NAGAR, DELHI – 110092 Ph No.: 91-11-22401143/ 22401224 Fax No.: 91-11-22041214 Email : <a href="mailto:cont-delhi@meconlimited.co.in">cont-delhi@meconlimited.co.in</a></i></b>
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***(To be pasted on the envelope containing Physical documents)***

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**SECTION-II**

**BID EVALUATION**  
**CRITERIA &**  
**EVALUATION**  
**METHODOLOGY**

## **BID EVALUATION CRITERIA & EVALUATION METHODOLOGY**

### **BID EVALUATION CRITERIA**

#### **A. TECHNICAL CRITERIA**

A.1 The bidder should have successfully completed “similar work” of value not less than as indicated below in last 07 (Seven) years to be reckoned from the bid due date, as mentioned under

- a) At least One “similar work” contract\* each having minimum value **INR 90 lakhs** in previous 7 (seven) years reckoned from the bid due date  
OR
- b) At least Two “similar work” contract\* each having minimum value **INR 56 lakhs** in previous 7 (seven) years reckoned from the bid due date  
OR
- c) At least Three “similar work” contract\* each having minimum value **INR 45 lakhs** in previous 7 (seven) years reckoned from the bid due date

**Definition of “Similar Work”:** shall mean

Obtaining statutory approval from state pollution control boards/ Petroleum and Explosives Safety Organization (PESO) **and /or** Acquisition of permanent land either through Government procedure or private negotiation **and/or** carrying out Topographical survey & Geotechnical investigation of plots OR in Composite Work Order inclusive of works as mentioned.

(\*) In case more than one contract are emanating against one tender, these contracts are to be considered as single contract for evaluation of credentials of a bidder for meeting their experience criteria.

**Note to Clause A:**

- i) A Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting BEC of this Tender Document. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.
- ii) 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 (for details please refer clause no. “H” below).
- iii) Consortium bids are not acceptable.

## **B. FINANCIAL**

### **B.1 Annual turnover**

The minimum Average Annual Financial Turnover (i.e., Revenue from Operations) of the bidder as per their audited annual financial statements during the three immediate preceding financial years shall be **INR 34 lakhs**.

### **B.2 Net Worth**

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

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

### **B.3 Working Capital**

The minimum working capital of the bidder as per the audited annual financial statement of last financial year shall be **INR 7 lakhs**

#### **Note to clause B:**

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

Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder.

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

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

- (ii) **Average Annual Turnover:** Preceding 3 financial years mentioned in aforesaid BEC refer to immediate 3 preceding financial years wherever the closing date of the bid is after 30th September of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September (or as amended by Government time to time) of the relevant financial year, and audited financial results of the immediate 3 preceding financial years are not available, the audited financial results of the 3 years immediately prior to that will be considered.

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

- (iii) **Net Worth/Working Capital:** Immediate preceding financial year mentioned in aforesaid BEC refer to audited financial results for the immediate preceding financial year wherever the closing date of

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

- C. Exchange rate for Conversion of Currency for evaluation of documents submitted by bidders for BEC which are in other currency than specified in BEC shall be as follows:
- (a) **BEC (Technical Criteria):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of order/contract submitted by bidder.
  - (b) **BEC (Financial Criteria):**
    - (i) **For Annual Turnover:**  
The average of Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the First date and Last date of the respective Financial Year.
    - (ii) **For Net-Worth & Working Capital:**  
The Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the Last date of the respective Financial Year.
  - (c) In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:
    - <https://www.xe.com/currencyconverter>
    - <https://economictimes.indiatimes.com/markets/forex/currency-converter>
    - <https://www.oanda.com/currency/converter>
- D. Only documents (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.
- Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.
- In absence of such documents, IGGL / MECON reserve right to reject the bid without making any reference to the bidder or assigning any reason whatsoever.
- E. **RELAXATION OF PRIOR TURNOVER AND PRIOR EXPERIENCE FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND**

**23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY), AS AMENDMED TIME TO TIME**

Not Applicable

**F. DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC**

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

<b>BEC Cl. No.</b>	<b>Description</b>	<b>Documents required for qualification</b>
<b>Documents Required-Technical Criteria</b>		
A	Experience	(a) Detailed work order along with Schedule of Rates.  (b) Completion certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) only after completion of work in all aspect.  Note: The completion certificates shall have details like work order no. / date, brief scope of work, value of work executed completion date etc.
Note to A (i)	Jobs executed for Subsidiary / Fellow subsidiary / Holding company	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company.
<b>Documents Required-Financial Criteria</b>		
B	BEC (Financial)	A certificate for financial capability of the bidder from Practicing Chartered Accountant in prescribed format [Format F-10] as provided in the Tender Document.
B.1	Average Annual Turn-over	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of three (3) preceding Financial Year(s) along with un-price bid.
B.2	Net Worth	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of last Financial Year along with un-price bid.
B.3	Working Capital	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] alongwith Audit Report for the last audited Financial Year along with un-price bid.  Note: If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth 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

BEC Cl. No.	Description	Documents required for qualification
		<p>herein above.</p> <p>The line of credit letter from bank to be submitted strictly as per format at F-9. Declaration Letter/Certificate for line of credit due to shortfall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder.</p> <p>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.</p> <p><b>The original document for “Line of Credit” should be submitted along with other physical documents required as per terms and conditions of tender.</b></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 (B).**

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

**(i) Financial Criteria of BEC:**

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

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

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

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

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

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

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

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

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

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

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

Note:

1.0 In case Supporting Company fails to submit Bank Guarantee as per (iii) above, invoking action as per declaration of bid security / EMD/SD submitted by the bidder shall be forfeited.

2.0 The Financial BEC of tender is to be met by bidder on their own.

3.0 The Supporting Company shall meet conditions of ‘Eligible Bidder’, as per clause no. 2 of Section-III (ITB).

4.0 The clause J as below shall be applicable to above supporting company also.

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

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

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

1. 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 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.

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

[Note: Procurement of raw material, components, etc. does not constitute sub contracting]

## **K. EVALUATION METHODOLOGY**

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

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

Note:

- a) In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST&SGST/UTGST or IGST). Further, such bidder should mention “Cover under composition system” in column for GST (CGST&SGST/UTGST or IGST) of price schedule.
  - b) In case any unregistered bidder is submitting their bid, Bids will be evaluated as per quoted prices without loading of GST (CGST & SGST/UTGST or IGST), if not quoted.
  - c) In case any cess on GST is applicable, same shall also be considered in evaluation.
- 1.4 Important provisions relating to price bid submission on GeM portal and placement of order thereof:-
- a) Bidder to quote lumpsum price on GeM portal, which shall be total price including GST. Schedule of Rates (SOR) in excel format is available on GeM portal. Bidder is to also upload duly filled SOR on GeM portal as price break-up in PDF format-legible copy (‘break up sheet’). Tenderer shall strictly ensure that Techno-Commercial part of Tender does not contain any Price at all, as price are to be quoted in Price Part only.
  - b) Bidders must ensure that total price (‘total price incl. GST’) in ‘Price break-up’ sheet uploaded on GeM portal is exactly same as total price quoted on GeM portal (web page) for the respective item. For evaluation of price bids and arriving on inter-se ranking of bidders, total price quoted on GeM portal shall only be considered. However, in case of any discrepancy in the total price quoted by L-1 bidder on GeM portal and price as per ‘Price break-up’ sheet uploaded, order placement shall be done on lower of the two prices.

To deal with the situation, following methodology (item wise) shall be adopted: -

Case I: - L1 bidder’s quoted price on GeM portal is less than the price quoted in ‘Price break-up’ sheet uploaded.

The total price given in ‘Price break-up’ sheet shall be reduced, by way of applying uniform percentage reduction on all the line items, to match the total price as quoted on GeM portal for issuance of SAP Order/ Fax of acceptance (to be issued out of GeM).

Order on GeM portal shall be placed on total price quoted by bidder on GeM portal.

Case II: - L1 bidder's quoted price on GeM portal is more than the price quoted in 'Price break-up' sheet uploaded.

SAP Order/ Fax of acceptance shall be issued on price as quoted in 'Price break-up' sheet uploaded on GeM.

Order on GeM portal shall be placed on whatever total price quoted by bidder therein.

For all contract execution purposes, price as per SAP Order/ Fax of acceptance shall be considered sacrosanct and order value in GeM order shall stand superseded with the value in SAP Order/ Fax of acceptance (issued out of GeM).

Any implications (financial or otherwise) due to discrepancy in the price as per 'Price break-up' sheet uploaded by bidder vis-à-vis total price quoted on 'GeM portal' shall be solely on bidder's account.

#### **L. RESTRICTING PARTICIPATION OF NCLT REFERRED BIDDERS**

- i. Offer from the following type of bidders / members of consortium will not be considered:
  - a) Bidders who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).
  - b) Bidders whose resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage of evaluation of bid.
- ii. It will be responsibility of the bidder/contractor/vendor to inform IGGL/PMC within 15 (Fifteen) days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code.
- iii. If bidder fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any latter stage, their offer is liable to be rejected by IGGL/PMC.
- iv. IGGL/PMC reserve the right to cancel / terminate the contract without any liability on the part of IGGL/PMC immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.

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

**Form-I-A to Section II**

**UNDERTAKING ON LETTERHEAD**

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

**SUB: TENDER DOCUMENT FOR HIRING SERVICES FOR OBTAINING PESO APPROVAL, CONSENT TO ESTABLISH/ OPERATE & ACQUISITION OF PERMANENT LAND ALONG WITH GEOTECHNICAL INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR DULIAJAN FEEDER LINE PROJECT UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)  
GeM Bid No. GEM/2026/B/7550428 (Tender Ref. No.: 05/51/E0085/IGGL/001)**

REF: OM No. 7/10/2021-PPD(l) dated 23.02.2023 of Dept of Expenditure, Ministry of Finance, Government of India (<https://doe.gov.in/procurement-policy-divisions>)

Dear Sir,

We, M/s \_\_\_\_\_ (*Name of Bidder*), have read the clause regarding restrictions on Procurement from a Bidder of a country which shares a land border with India as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that

- (i) Bidder is not from such a country [     ] ]
- (ii) If the Bidder is from such a country [     ] ]  
which shares a land border with India, has been registered  
with the Competent Authority.  
(Evidence of valid registration by the  
Competent Authority to be attached by the bidder)

***(Bidder is to tick appropriate option (✓ or X) above).***

We hereby certify that we fulfill all requirements in this regard and is eligible to be considered against the subject tender.

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

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

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

**SUB: TENDER DOCUMENT FOR HIRING SERVICES FOR OBTAINING PESO APPROVAL, CONSENT TO ESTABLISH/ OPERATE & ACQUISITION OF PERMANENT LAND ALONG WITH GEOTECHNICAL INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR DULIAJAN FEEDER LINE PROJECT UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)  
GeM Bid No. GEM/2026/B/7550428 (Tender Ref. No.: 05/51/E0085/IGGL/001)**

REF: OM No. 7/10/2021-PPD(1) dated 23.02.2023 of Dept of Expenditure, Ministry of Finance, Government of India (<https://doe.gov.in/procurement-policy-divisions>)

Dear Sir

We, M/s.....(*Name of Bidder*), have read the clause regarding restrictions on Procurement from a Bidder of a Country having Transfer of Technology (ToT) arrangement as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that

- (i) The Bidder does not have ToT with such a country [     ] ]
- (ii) If the Bidder is having ToT from such a country [     ] ]  
which share a land border with India, has been registered  
with the Competent Authority.  
(Evidence of valid registration by the  
Competent Authority to be attached by the bidder)

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

We hereby certify that we fulfill all requirements in this regard and is eligible to be considered against the subject tender.

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

Seal:

**Schedule I**

List of Category-I Sensitive sectors:

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

**Schedule II**

List of Category-II Sensitive sectors:

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

**Schedule III**List of Sensitive Technologies:

<b>Sr. No.</b>	<b>Sensitive Technologies</b>
(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

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

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

**SUB: TENDER DOCUMENT FOR HIRING SERVICES FOR OBTAINING PESO APPROVAL, CONSENT TO ESTABLISH/ OPERATE & ACQUISITION OF PERMANENT LAND ALONG WITH GEOTECHNICAL INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR DULIAJAN FEEDER LINE PROJECT UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)  
GeM Bid No. GEM/2026/B/7550428 (Tender Ref. No.: 05/51/E0085/IGGL/001)**

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:

## Appendix-A1 to Section-II

### **FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN 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**

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 (IGGL), 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-781005, Assam, 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, 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/contractor. The Guarantor hereby expressly agrees that if in the opinion of IGGL, the Bidder / Contractor 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 / contractor 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/contractor. The Guarantor hereby expressly agrees that if in the opinion of IGGL, the Bidder / Contractor 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 / contractor 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 BY  
FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY  
CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT  
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

To,

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

**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 \_\_\_\_\_ (herein after called CONTRACT/ ORDER) for Indradhanush Gas Grid Limited (IGGL) having registered office at 7<sup>th</sup> Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam (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 CONTRACTOR/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 CONTRACTOR/SUPPLIER for successful completion of the contract/order as mentioned above, entered between IGGL and the CONTRACTOR/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 CONTRACTOR/SUPPLIER for successful completion of the contract/order 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/ORDER or to extend time of performance by the said CONTRACTOR/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 CONTRACTOR/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 CONTRACTOR/SUPPLIER or for any forbearance, act or omission on the part of IGGL or any indulgence by IGGL to the said CONTRACTOR(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/ORDER and all dues of IGGL under or by virtue of this CONTRACT/ORDER 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/ORDER has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_)

\_\_\_\_\_ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) \_\_\_\_\_.

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

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

Name .....

Designation .....

Yours faithfully,

\_\_\_\_\_  
Bank by its Constituted Attorney

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

E-mail :

Telephone/Mobile No. :

**INSTRUCTIONS FOR FURNISHING**  
**"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, Assam
2. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser as per format appended below.
3. The Bank Guarantee shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India.

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

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

**SECTION-III**

**INSTRUCTION TO**

**BIDDERS**

**(SERVICES)**

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

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

**[A] – GENERAL**

**1 SCOPE OF BID**

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

**2 ELIGIBLE BIDDERS:**

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by IGGL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of IGGL or the Ministry of Petroleum and Natural Gas.

If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to IGGL by the bidder.

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

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

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

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

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

2.7 Power of Attorney:

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

(I) In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:

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

(II) In case of a Consortium, Power of Attorney shall be issued both by Leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium.

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

2.8 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to IGGL promptly. Failure to same shall be considered as misrepresentation by the bidder.

3. **BIDS FROM "JOINT VENTURE"/"CONSORTIUM": NOT APPLICABLE**

4. **ONE BID PER BIDDER:**

4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

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

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

Bidders are required to submit a confirmation for no conflict of interest with other bidders as per the available format (Forms & Format Section) in tender.

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

4.3 Alternative Bids shall not be considered.

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

5. **COST OF BIDDING:**

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

6. **SITE VISIT:**

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

**[B] – BIDDING DOCUMENTS**

7 **CONTENTS OF BIDDING DOCUMENTS**

- 7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-8 & 9":
- Section-I: Invitation for Bid [IFB]
  - Section-II: Bid Evaluation Criteria [BEC] & Bid Evaluation Methodology
  - Section-III: Instructions to Bidders [ITB], Annexures
  - Section-IV: General Conditions of Contract [GCC]
  - Section-V: Forms & Format
  - Section-VI: Special Conditions of Contract [SCC],
  - Section-VII: Scope of Work
  - Section-VIII: Price breakup Sheet

GeM bid document generated or available on GeM portal shall also be part of Bidding Document / Tender Document.

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

his Bid.

**8. CLARIFICATION OF BIDDING DOCUMENTS:**

- 8.1 A prospective bidder requiring any clarification(s) of the Bidding Documents may notify IGGL in writing or email at IGGL's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not held. IGGL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. IGGL may respond in writing to the request for clarification. IGGL's response including an explanation of the query, but without identifying the source of the query will be uploaded on GeM portal / communicated to prospective bidders by e-mail.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

**9. AMENDMENT OF BIDDING DOCUMENTS:**

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

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**[C] – PREPARATION OF BIDS**

**10 LANGUAGES OF BID:**

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

**11. DOCUMENTS COMPRISING THE BID:**

- 11.1 All pages of the Bid must be signed by the "authorized signatory" of the Bidder holding Power of Attorney. The Bid must be submitted on GeM-portal (<https://gem.gov.in>) as follows:-

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

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.

- (b) 'Bidder's General Information' as per format enclosed.
- (c) Copy of EMD/Bid Bond/Bid Security/Declaration of Bid Security
- (d) Copy of Power of Attorney
- (e) Copies of documents, as specified in tender document.
- (f) Void
- (g) 'Agreed Terms and Conditions', as per format enclosed.
- (h) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (i) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB.
- (j) Copy of EMD. Declaration for Bid Security as per provision of ITB.
- (k) Void.
- (l) 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-3 (Wherever applicable) to Annexure-III to Section-III.
- (m) Undertaking as per *Form-I to Section-II* regarding Provisions for Procurement from a Bidder which shares a land border with India
- (n) All forms and Formats including Annexures.
- (o) 'Integrity Pact' as per format available in tender.
- (p) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed/digitally signed on each page by the Authorized Signatory holding POA.
- (q) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document.
- (r) Any other information/details required as per Bidding Document

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

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

#### 11.1.2 **PRICE BID:**

- (a) The Prices are to be submitted strictly as per the Price Bid / Schedule of Rate on GeM portal. IGGL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- (b) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.

11.1.3 Bidder shall download the BoQ / Price bid which is uploaded on GeM portal as an excel attachment and submit the prices as per format without altering the content of

it. The duly filled Price bids/BoQ shall be uploaded by bidder on web site as per e-tendering procedure.

## **12 SCHEDULE OF RATES / BID PRICES**

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes including **GST (CGST & SGST/UTGST or IGST)**.
- 12.2 Prices must be filled in the prescribed BoQ format uploaded in portal as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed the bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause including final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account, unless any price escalation/variation is allowed elsewhere in the Tender Document

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

- 13.1 Bidders are required to mention the GST Registration No. in bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, including **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Service Provider only. Service Provider providing taxable service shall issue an e-Invoice/Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filed 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 quoted **GST (CGST & SGST/UTGST or IGST)**.

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

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

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

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

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

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

13.10 **Anti-profiteering clause:**

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

13.11 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by IGGL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then IGGL

shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by IGGL.

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

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

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

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

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

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

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

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

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

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

- 13.15 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt.

of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Service Provider on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining its 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 GeM bid 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 on GeM portal. The request and the responses thereto shall be made in writing or by email (outside GeM, if required) will be regularized through GeM with L-1 bidder. A Bidder may refuse the request without forfeiture of his EMD (if applicable). A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD (if applicable) for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

**16. EARNEST MONEY DEPOSIT:**

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

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

16.2 IGGL shall not be liable to pay any documentation charges, Bank charges, commission interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial

Bank either in the 'Bank Guarantee' itself or separately on its letterhead. Purchaser will verify the BG from issuing bank.

- 16.3 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.2" may be rejected by IGGL as non-responsive.
- 16.4 Unsuccessful Bidder's EMD will be discharged/ returned 30 (Thirty) days after finalization of tendering process.
- 16.5 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' signing the 'Contract Agreement' and furnishing 'Contract. Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.6 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
  - (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
  - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
  - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and time for Bid Submission)
  - (d) Violates any other condition, mentioned elsewhere in the Tender Document.
  - (e) In the case of a successful Bidder, if the Bidder fails to:
    - (i) to acknowledge receipt of the "Notification of Award" / Fax of Acceptance [FOA]",
    - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38",
    - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.7 In case EMD is in the form of 'Bank Guarantee'(including e-Bank Guarantee), the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.8 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders /Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.

**The Government Departments/PSUs are not also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD subject to submission of Start-up Certificate duly attested by Chartered Accountant & Notary public.**

In addition to above, following categories of Sellers/Service Providers are also exempted from furnishing Earnest Money / Bid Bond:

- a) Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration (shall **be duly certified by Chartered Accountant mentioning UDIN No.**) and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and

validated by the Buyer. State Government Buyers may, however, choose to exempt only MSEs from the State of Bid Inviting Authority by specifying the same in ATC of the Bid. In case no such ATC is included, eligible MSEs of all states are exempted.

- b) Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.
- c) KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar
- d) Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited.
- e) Sellers / Service Providers holding BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.
- f) Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant registration document in place of Bid Security document while bidding.

**Bidders are required to submit relevant document for exemption from furnishing Earnest Money.**

- 16.9 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee (including e-Bank Guarantee) mentioned in tender documents for submission of EMD/Bid Bond, the bidder can also submit the EMD through online banking transaction i.e., IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD.

In absence of submitting/ uploading the remittance details, the bids are likely to be considered as bid not accompanied with EMD. Further, in case of the above online transaction, submission of EMD in original is not applicable.

- 16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by IGGL. The forfeiture amount will be subject to final decision of IGGL based on other terms and conditions of order/contract.”

- 16.11 EMD / Bid Bond will not be accepted in case the same has reference of ‘remitter’ /‘financer’ other than bidder on the aforementioned financial instrument of EMD / Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

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

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

Name of Bank: Axis

Bank Branch: Guwahati

Branch Address: Chhibber House, Ground Floor, G.S Road, Guwahati -  
781005 IFSC: UTIB0000140

SWIFT Code: AXISINBB140

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

Field Number	Particulars
7037	IGGL938956645

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

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

#### 16.12 DECLARATION FOR BID SECURITY

MSEs, Start-Ups (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per format available in the tender document.

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

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

[Cont-delhi@meconlimited.co.in](mailto:Cont-delhi@meconlimited.co.in)

- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.
- 17.3 Text of the questions raised, and the responses given, together with any responses prepared after the meeting, will be uploaded on GeM portal 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 Complete tender document, GCC, Corrigendum/ Addendum (If any) along with all other documents as mentioned in the tender to be digitally/ physically signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA).

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

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

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

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

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

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Security/ Bid Security Declaration (As applicable)
- (c) Specifications & Scope of Work
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule

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

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

**20. E-PAYMENT**

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

**[D] – SUBMISSION OF BIDS**

**21. SUBMISSION, SEALING AND MARKING OF BIDS**

- 21.1 Bids shall be submitted through GeM portal only in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB.
- 21.2 EMD /Physical documents shall be addressed to the owner at address specified in IFB.
- 21.3 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

**22. DEADLINE FOR SUBMISSION OF BIDS:**

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

**23. LATE BIDS:**

- 23.1 GeM portal shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.

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

**24. MODIFICATION AND WITHDRAWAL OF BIDS**

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

## **[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.

25.2 In GeM, there is a provision for representation against disqualification of bidder within the specified period after disqualifying the bidder against GeM Bid. Disqualified bidders should not upload new/additional documents against representation on GeM as the same shall not be evaluated.

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 specified bid due date & time specified in the tender.

#### **26.2 *Priced Bid Opening:***

26.2.1 IGGL will open the price bids online through GeM portal only of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive. Techno-commercial bid evaluation status will be uploaded in E-tender portal for information to all bidders (including techno-commercially not qualified Bidders).

### **27. CONFIDENTIALITY:**

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

### **28. CONTACTING THE EMPLOYER:**

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

28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation',

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

**29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:**

29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid: -

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

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

- a) "Deviation" is departure from the requirement specified in the tender documents.
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

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

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

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

29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive {both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System) and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non- conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are:

- i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
- ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
- iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria
- iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or
- v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the IGGL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment)

If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

**30. EVALUATION AND COMPARISON OF BIDS**

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

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

**32. PURCHASE PREFERENCE:**

Purchase preference to Micro & Small Enterprises (MSEs), 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.

**As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in the their bid irrespective of selection/option made on GeM portal.**

**Bidders are advised to update their status on GeM Portal to avoid any complexity in evaluation.**

## [F] – AWARD OF CONTRACT

### **33. AWARD:**

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

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

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

### **34. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE:**

- 34.1 Prior to the expiry of ‘Period of Bid Validity’, Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by IGGL either by E - mail /Letter or like means defined as the “Fax of Acceptance (FOA)”. The Contract shall enter into force on the date of FOA/LOA/PO/WO and the same shall be binding on IGGL and successful Bidder (i.e., Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any.
- 34.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-35".
- 34.3 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-36", IGGL will promptly discharge his 'Earnest Money / Bid Security (if applicable)', pursuant to "ITB: Clause-16"
- 34.4 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- 34.5 In addition to GeM Contract(s), IGGL will place SAP generated Order(s) / Contract(s) outside GeM portal for execution of Order(s) / Contract(s) and payment to suppliers outside GeM portal. SAP Order(s)/Contract(s) will be generated by mentioning unit price excluding GST, quantity and percentage of GST. Thus, break-up of quoted prices (such as Ex-works price, freight charges & GST) shall be provided by bidders post price bid opening, based on request from IGGL, who within 03 (Three) days of receipt of the same, shall sign and return the acknowledged copy to IGGL.

### **35 SIGNING OF AGREEMENT**

- 35.1 The successful Bidder/Service Provider shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of

appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Service Provider] and of 'State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Service Provider failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Action as per Bid Security declaration.

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

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

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

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

36.3 Bank Guarantee (including e-Bank Guarantee) towards CPS shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an international bank situated in India and registered with Reserve bank of India as scheduled foreign bank. This bank guarantee shall be valid for a period as three months beyond the DLP specified in Bid Data Sheet.

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

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

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

36.7 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee (including e-Bank Guarantee)/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of IGGL's Bank Account is mentioned in BDS. Further, in case a

successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.

While remitting such online transaction, the bidder must indicate “**Security Deposit/ Contract Performance Security against FOA/LOA/PO/WO no. \_\_\_\_\_ (service provider to specify the FOA/LOA/PO/WO No.)**” under remarks column of such transaction of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.”

- 36.8 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by IGGL. The forfeiture amount will be subject to final decision of IGGL based on other terms and conditions of order/ contract.
- 36.9 The Service Provider will also submit covering letter along with CPS as per format available in the tender (Forms & Format Section).
- 36.10 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).
- 36.11 CPBG/Security Deposit will not be accepted in case the same has reference of ‘remitter’/’financer’ other than bidder on the afore mentioned financial instrument of CPBG/ Security Deposit submitted by the Service Provider.

**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

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

36.13 Void

36.14 **Non submission of Security Deposit (SD) on Time:** In case, IGGL allows additional time for submission of CPBG/SD beyond 30 days, a penal interest of Marginal Cost of Fund based Lending Rate (MCLR) for one year charged by SBI (applicable on due date of submission of CPBG/SD i.e., 30th day after issuance of LOA/FOA/Notification of award) plus 4.0% P.A. (on CPBG/SD amount) shall be charged for delay beyond 30 days i.e. from 31st days after issuance of FOA/LOA.

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

37.1 Shall be as stipulated at Appendix-1 to General Conditions of Contract.

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

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

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

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

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

**38 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES:**

38.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost
- ii) Exemption to MSEs from payment of EMD/Bid Security.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 38.4 If against an order placed by IGGL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.
- 38.5 The benefit of policy are not extended to the traders/dealers/Distributors/Stockiest/Wholesalers.
- 38.6 NSIC has initiated a scheme of Consortia and Tender Marketing Scheme” under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia. Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation. Further, in such cases a declaration is to be submitted by MSE/consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

### **39 AHR ITEMS**

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

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

### **40 VENDOR PERFORMANCE EVALUATION:**

Shall be as stipulated at Appendix-2 to General Conditions of Contract.

### **41 INCOME TAX & CORPORATE TAX**

- 41.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 41.2 Corporate Tax liability, if any, shall be to the contractor’s account.
- 41.3 TDS

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

As per Section 206AB of Income Tax Act, 1961, in case of any vendor/customer who does not 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%

#### 41.4 **MENTIONING OF PAN NO. IN INVOICE/BILL:**

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

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

## 42 **DISPUTE RESOLUTION MECHANISM**

### 42.1 **QUARTERLY CLOSURE OF THE CONTRACT**

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

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

### 42.2 **CONCILIATION AND ARBITRATION**

#### 1.0 **CONCILIATION**

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

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

exhausted, even in case of rejection of ‘Conciliation’ by any of the Parties.

## 2.0 ARBITRATION

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

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

OR

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

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

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

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

2.6 List of Excepted matters:

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

been made final and binding in terms of the Contract.

2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 10 crores: - Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 10 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at **Guwahati, Assam, India**.

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

**43 DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS**

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

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

The above provisions mentioned at clause no. 42.2. 42.3 & 43 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.

**44 PROMOTIONS OF PAYMENT THROUGH CARDS AND DIGITAL MEANS:**

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

**45 CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY:**

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

**46 PROVISIONS FOR START-UP's (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME):**

Not Applicable

**47 PROVISIONS REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS**

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

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

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

**48 UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS**

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document. However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

**49 DOCUMENTS FOR PAYMENT:**

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

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

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

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

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

**50 ASSIGNMENT/SUBLET**

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

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

**VOID**

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**Annexure-II to Section-III**

**BIDDING DATA SHEET (BDS)**

**ITB TO BE READ IN CONJUNCTION WITH THE  
FOLLOWING:**

<b>A. GENERAL</b>	
<b>ITB clause</b>	<b>Description</b>
<b>1.1</b>	The Employer/Owner is: Indradhanush Gas Grid Limited (IGGL)
	The Invitation for Bids/Tender no is: <b>GeM Bid No. GEM/2026/B/7550428</b> <b>(Tender Ref. No.: 05/51/E0085/IGGL/001)</b>
<b>2.1</b>	The name of the Services to be performed is: <b>HIRING SERVICES FOR OBTAINING PESO APPROVAL, CONSENT TO ESTABLISH/ OPERATE &amp; ACQUISITION OF PERMANENT LAND ALONG WITH GEOTECHNICAL INVESTIGATION AND TOPOGRAPHICAL SURVEY</b>
<b>B. BIDDING DOCUMENT</b>	
<b>ITB clause</b>	<b>Description</b>
<b>8.1</b>	For <b>clarification purposes</b> only, the communication address is: Attention: <u>Vaidant Kumar Bairwa, DGM I/c (Contracts)</u> Street Address: <u>MECON LIMITED</u> Floor/Room number: <u>15<sup>th</sup> Floor, Scope Minor, District Centre, Laxmi Nagar</u> City: <u>Delhi</u> ZIP Code: <u>110092</u> Country: <u>India</u> E-mail: <a href="mailto:cont-delhi@meconlimited.co.in">cont-delhi@meconlimited.co.in</a>
<b>C. PREPARATION OF BIDS</b>	
<b>ITB clause</b>	<b>Description</b>
<b>11.1.1</b>	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid): SCC/Scope of Work refers. - As per Bid Evaluation Criteria (BEC) section-II of this tender.
<b>12</b>	Additional Provision for Schedule of Rate/ Bid Price are as under: - <u>NIL</u>

<p><b>12 &amp; 13</b></p>	<p>Whether IGGL will be able to avail input tax credit in the instant tender:  <b>YES/ NO</b></p> <p>Details of Buyer:</p> <table border="1" data-bbox="440 352 1383 940"> <tr> <td data-bbox="440 352 678 390">PAN No.</td> <td data-bbox="685 352 1383 390">AAECI9589F</td> </tr> <tr> <td data-bbox="440 390 678 701">GST no.</td> <td data-bbox="685 390 1383 701">           18AAECI9589F1ZZ (Assam)            16AAECI9589F1Z3 (Tripura)            17AAECI9589F1Z1 (Meghalaya)            15AAECI9589F1Z5 (Mizoram)            14AAECI9589F1Z7 (Manipur)            13AAECI9589F1Z9 (Nagaland)            12AAECI9589F1ZB (Arunachal Pradesh)            19AAECI9589F1ZX (West Bengal)            11AAECI9589F1ZD (Sikkim)         </td> </tr> <tr> <td data-bbox="440 701 678 940">IGGL Bank details</td> <td data-bbox="685 701 1383 940"> <b>Account holder's name:</b> INDRADHANUSH GAS GRID LIMITED  <b>Bank Name:</b> State Bank of India  <b>Account No.:</b> Current A/C No. 37967639273  <b>IFSC Code:</b> SBIN0003030  <b>BRANCH:</b> Dispur Branch, Guwahati, ASSAM-781006         </td> </tr> </table>	PAN No.	AAECI9589F	GST no.	18AAECI9589F1ZZ (Assam) 16AAECI9589F1Z3 (Tripura) 17AAECI9589F1Z1 (Meghalaya) 15AAECI9589F1Z5 (Mizoram) 14AAECI9589F1Z7 (Manipur) 13AAECI9589F1Z9 (Nagaland) 12AAECI9589F1ZB (Arunachal Pradesh) 19AAECI9589F1ZX (West Bengal) 11AAECI9589F1ZD (Sikkim)	IGGL Bank details	<b>Account holder's name:</b> INDRADHANUSH GAS GRID LIMITED <b>Bank Name:</b> State Bank of India <b>Account No.:</b> Current A/C No. 37967639273 <b>IFSC Code:</b> SBIN0003030 <b>BRANCH:</b> Dispur Branch, Guwahati, ASSAM-781006
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<p><b>14</b></p>	<p>The currency of the Bid shall be <b>INR</b></p>						
<p><b>15</b></p>	<p>The bid validity period shall be <b>03 (Three) Months</b> from final 'Bid Due Date'.</p>						
<p><b>16.1, 16.10 and 36.6</b></p>	<p>In case '<b>Earnest Money / Bid Security</b>' (if applicable) is in the form of '<b>Demand Draft</b>' or '<b>Banker's Cheque</b>', the same should be favor of <b>Indradhanush Gas Grid Limited</b> payable at <b>GUWAHATI</b>.</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><b>Account Holder's Name:</b> INDRADHANUSH GAS GRID LIMITED  <b>Account Number:</b> Current A/C No. 37967639273  <b>IFSC Code:</b> SBIN0003030  <b>BRANCH:</b> Dispur Branch, Guwahati, ASSAM-781006</p> <p><u><a href="#">Bidder to mention reference no. "EMD/....." in narration while remitting the EMD / Bid Security amount and to mention reference no. "CPS/....." in narration while remitting the CPS amount in IGGL's Bank Account</a></u></p>						
<p><b>D. SUBMISSION AND OPENING OF BIDS</b></p>							
<p><b>ITB clause</b></p>	<p><b>Description</b></p>						

<b>4.0 of IFB</b>	<p>For submission of physical document as per clause no. 4.0 of IFB, the Owner's address is:</p> <p>Attention: Vaidant Kumar Bairwa, DGM I/c (Contracts)  Street Address: MECON LIMITED  Floor/Room number: 15th Floor, Scope Minor, District Centre, Laxmi Nagar  City: Delhi  ZIP Code: 110092  Country: India</p>
<b>E. EVALUATION, AND COMPARISON OF BIDS</b>	
<b>ITB clause</b>	<b>Description</b>
<b>32</b>	Evaluation Methodology is mentioned in Section-II. Tie-breaker methodology of GeM shall be followed.
<b>F. AWARD OF CONTRACT</b>	
<b>ITB clause</b>	<b>Description</b>
<b>35</b>	State of INDIA which stamp paper is required for Contract Agreement: <b>ASSAM</b>
<b>36</b>	<p><b>Contract Performance Security/Security Deposit:</b>  <u>APPLICABLE /NOT APPLICABLE</u>  The value/ amount of Contract Performance Security/ Security Deposit:  CPS/SD @ 5% of Total Order / Contract value excluding GST in case contract period is less than one year or 5% of Annualized Order / Contract value excluding GST in case contract period is more than one year.</p> <p style="text-align: center;">OR,</p> <p>Initial security deposit (ISD) @ 2.5% of Total Order / Contract value in case contract period is less than one year or 2.5% of Annualized Order / Contract value in case contract period is more than one year within 30 days of FOA / notification of award and deduction @ 2.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 5% of Total Order / Contract value in case contract period is less than one year or 5% of Annualized Order / Contract value in case contract period is more than one year.</p>
<b>37.3</b>	Name and contact details of nodal officer are as under: <b>Shri Kulajit Talukdar, General Manager (C&amp;P) &amp; HoD</b> Tel: 91-361-280-1400 Email: <a href="mailto:kulajit.talukdar@iggl.co.in">kulajit.talukdar@iggl.co.in</a>
<b>38</b>	Whether tendered item is non-split able or not-divisible: <u>YES /NO</u>
<b>39</b>	Provision of AHR Item: <u>APPLICABLE / NOT APPLICABLE</u>

42.1	Quarterly Closure of Contract:  <del>APPLICABLE</del> / NOT APPLICABLE
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### ANNEXURE-III TO SECTION-III

#### **POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017:**

1.0 Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part (4) (E-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 ‘turnkey works’

### **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/TURNKEY 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. 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	"Non-MSE but Class-I local supplier"

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 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 DOCUMENT FOR HIRING SERVICES FOR OBTAINING PESO APPROVAL, CONSENT TO ESTABLISH/ OPERATE & ACQUISITION OF PERMANENT LAND ALONG WITH GEOTECHNICAL INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR DULIAJAN FEEDER LINE PROJECT UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)**

**GeM Bid No. GEM/2026/B/7550428 (Tender Ref. No.: 05/51/E0085/IGGL/001)**

Dear Sir,

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

Class-I Local supplier [        ]

Class-II Local Supplier        [        ]

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

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

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

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

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

Place:  
Date:

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



---

**FORM-2 TO ANNEXURE-III TO SECTION-III**  
**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)**

VOID

## **SECTION-IV**

# **GENERAL CONDITION OF CONTRACT- SERVICES**



**GENERAL CONDITIONS OF  
CONTRACT  
FOR  
PROCUREMENT OF SERVICES  
IGGL**

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## SECTION– I DEFINITIONS & INTERPRETATIONS

### 1.1 Definition of Terms:

In this Contract (as defined here-in-after), save where the context otherwise requires, the following words and expressions shall have the meanings respectively assigned to them:

"Approved" means approval in writing including subsequent written confirmation of previous verbal approval(s).

The "Bid /Tender/Offer" means the proposal along with required supporting documents submitted by the Bidder/Service Provider for consideration by the Employer.

The 'Bidder/Tenderer" means the person(s)/ Firm / company /Corporation /Organization/entity, who participated in the Tender.

"Completion Certificate" means the certificate to be issued by the Engineer In-charge (EIC) when the Services have been completed entirely in accordance with the Contract.

"Completion Date" means the date of actual completion of the services by the Service Provider as certified by the Employer.

"Contract" means an agreement between Employer and the Service Provider/Supplier for execution of the Service(s) as per Contract Documents and its subsequent amendment(s), if any in writing thereto.

"Contract Documents" means collectively the Tender Documents, Designs, Drawings, Scope of Services, Specifications, Schedule of Rates (SOR), Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.

"Day" means a calendar day of 24 hours from midnight to midnight irrespective of the number of hours serviced on that day.

"Demobilization" means removal of all equipment, machinery, manpower from the site after completion of the services with the due permission of EIC.

"Drawings" means and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, etc. related to the Contract together with modification and revision thereto.

The "Employer/Service Receiver/ Company/Owner" means INDRADHANUSH GAS GRID LIMITED(IGGL), a public limited company, incorporated under the Company's Act 2013 and having its Registered office at Indradhanush Gas Grid Limited, 7<sup>th</sup> floor, NRL Centre, 122A GS road Cristian Basti and includes its successors, assigns and Site(s)/ work center(s).

The "Engineer-In-Charge" (EIC) means the person designated from time to time by Employer and shall include those who are expressly authorized by him to act for and on his behalf for operation/execution of this Contract for Services.

"Equipment/Materials/Goods" means and include all equipment, machinery, stores, goods which are required under the Contract for satisfactory performance of Services by the Service Provider.

"Fax of Acceptance" means intimation regarding notification of award by the Employer to the successful Bidder/Service Provider through a Fax/ Letter conveying that the Tender/Bid/Offer has been accepted in accordance with the provisions contained therein.

"Guarantee/Warranty/ Defect Liability Period (DLP)" means the period and other conditions governing the warranty/guarantee/defect liability period of the services as provided in the Contract.

"Metric System": All technical documents are given in the metric system and all service should be carried out according to the metric system. All documents concerning the service shall also be maintained in the metric system.

"Mobilization" means stabilizing adequate infrastructure at designated Site comprising of Equipment, aids, tools, tackles, instruments, Goods & Materials, experienced manpower, supported with supervising personal in order to provide services as per the provision of Contract document.

"Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or an entity which was intended to cause, or which was reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, negligence shall not include any action taken in good faith for the safeguard of life or property.

The "Service(s)" means and include all services and activities/jobs to be performed by the Service Provider in pursuant to and in accordance with Contract or part thereof as the case may be and shall include all extra, additional, altered or substituted services and approvals from any agency/third party & license(s)/permissions from statutory authorities (if any), as required for purpose of the Contract.

The "Service Provider" means Bidder/Tenderer whose tender has been accepted by the Employer and includes the Service Provider's legal representative(s), his successor(s) and permitted assign(s).

"Service Provider's/ Bidder's Representative" means such person(s) duly authorized by the Bidder/Service Provider in writing to the Employer as having authority to act for and on behalf the Bidder /Service Provider in matters affecting the Services and to provide the requisite services to Employer.

“Site” means the place(s) provided by the Employer where the Services are to be carried out/executed and any other place(s) as may be specifically designated in the Contract as forming part of the site.

“Specifications” means and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract.

The "Sub-Service Provider" means any person / firm / Organization / company /entity (other than the Service Provider) and its legal representatives, successors and permitted assigns named in the Contract as a Sub-Service Provider for a part of the Services or to whom a part of the Services has been sub-Contracted with the written prior consent of the Employer.

"Value of Contract" or "Total Contract Price" means the sum accepted or the sum calculated in accordance with the prices accepted in the Contract as payable to the Service Provider for the entire execution and full completion of the service, including Amendment(s) to Contract, if any.

"Week" means a period of any consecutive seven Days.

“Willful Misconduct” means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or loss or damage of property.

“Working Day” means any Day which is not declared by the Employer to be holiday or off-day.

### 1.2 INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS

1.2.1 The documents forming the Contract are to be read together and interpreted as mutually explanatory of one another. If there is a direct inconsistency in specific obligation(s), then for the purposes of interpretation, and unless otherwise provided in the Contract, the priority of the Contract Documents shall be in accordance with following sequence:

- i) The Contract Agreement
- ii) Detailed Letter of Acceptance along with its enclosures
- ii) Fax of Acceptance
- iv) Scope of Works/ Job Specifications (specific to particular job only, wherever provided)
- v) Drawings
- vi) Special Conditions of Contract (SCC)
- vi) Technical Specifications (wherever applicable)
- vii) Instructions to Bidders (ITB)
- ix) General Conditions of Contract (GCC)
- x) Other Documents

Works shown in the Drawing but not mentioned in the Specifications or described in the Specifications without being shown in the Drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the Drawings and described in the Specifications.

Any amendment/change order issued by Employer upon signing of formal Contract shall take precedence over respective clauses of the formal Contract and its annexures.

The higher priority interpretation shall be adopted only to the extent required to deal with an inconsistency. Specific term(s) agreed take priority over general statement(s) and terms in Contract Document created at a later date govern over terms in earlier Contract Document. Subject to foregoing, the terms of the groups of documents set out above have equal importance within their group.

- 1.2.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the Specifications or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation thereof the Contract.
- 1.2.3 Singular and Plural: In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- 1.2.4 Gender: Where the context so requires, words imparting the masculine gender shall also include the feminine gender and the neuter gender and vice versa.
- 1.2.5 Severability: Should any provision of this Contract be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provision(s)/clause(s) hereto and they shall remain binding on the parties hereto.

### **1.3 SPECIAL CONDITIONS OF CONTRACT:**

- 1.3.1 Special Conditions of Contract consisting of scope of services, specification of Services & items etc. shall be read in conjunction with the General Conditions of Contract, and any other documents forming part of this Contract wherever the context so requires.
- 1.3.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each section/volume shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

- 1.3.4 Wherever it is mentioned in the Specifications that the Service Provider shall perform certain Service or provide certain facilities, it is understood that the Service Provider shall do so at his cost and the Value of Contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.3.5 The materials, design and services shall satisfy the relevant Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

### **2.0 GENERAL INSTRUCTIONS & OBLIGATIONS**

#### **2.1 FORMATION OF CONTRACT:**

- 2.1.1 Employer will be the sole judge in the matter of award of Contract and the decision of Employer shall be final and binding.
- 2.1.2 The acceptance of tender will be intimated to the successful Bidder by the Employer either by Fax / E - mail /Letter or like means defined as Fax of Acceptance (FOA).
- 2.1.3 The Contract shall come into force on the date of FOA and the same shall be binding on Employer and Service Provider.

#### **2.2 SIGNING OF AGREEMENT:**

- 2.2.1 The successful Tenderer/Service Provider shall be required to execute an Agreement within 15 days of the placement of order in the format attached/enclosed with Tender Document. In the event of failure on the part of the Service Provider to sign the Agreement within the aforesaid stipulated period, the Earnest Money Deposit or initial Security Deposit/Performance Security Deposit (as available, preferably the later) will be forfeited, and Employer may consider the Contract as terminated.

#### **2.3 ADDENDA/CORRIGENDA:**

- 2.3.1 Addenda/ Corrigenda to the Tender Documents incorporating modification(s) and clarification(s) to the Tender Document issued prior to the due date of bid submission shall become integral part of the Contract.

#### **2.4 LIABILITY OF GOVERNMENT OF INDIA:**

- 2.4.1 It is expressly understood and agreed by and between Bidder /Service Provider and Employer that Employer is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that Employer is an independent legal entity with power and authority to enter into Contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Service Provider expressly agrees, acknowledges and understands that Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, Bidder/Service Provider hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement/Contract.

### 2.5 SITE VISIT:

- 2.5.1 The Bidder/Service Provider shall be deemed to have visited the Site(s)/work centre(s) and familiarized itself while submitting the Tender. Non-familiarity with the Site conditions by the Bidder/ Service Provider will not be considered a reason either for extraclaim(s) or for any delay in performance or any other claim in this regard.

### 2.6 ACTION IN CASE OF CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES AND POOR PERFORMANCE:

The Bidder(s)/Service Provider(s) are required to abide by the following documents:

- (i) The procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices containing provisions for putting a Bidder/Service Provider on suspension and/or banning list (as the case may be) if such an agency has indulged in Corrupt/ Fraudulent/ Collusive/ Coercive Practices.

The Procedure is enclosed as Appendix 1 to this GCC.

Further, Bidder(s)/Service Provider(s) accepts and certifies that they would adhere to the Fraud Prevention Policy of IGGL and shall not indulge themselves or allow others(working in IGGL) to indulge in fraudulent activities and that they would immediately apprise the Owner/IGGL/Organization(s) of the fraud/ suspected fraud as soon as it comes to their notice. The Fraud Prevention Policy document is available on IGGL's website ([www.iggl.co.in](http://www.iggl.co.in))

- (ii) The procedure for evaluation of performance of Service Provider containing provisions for putting a Service Provider on suspension and/or holiday list (as the case may be).

The Procedure is enclosed as Appendix 2 to this GCC.

### 2.7 RETIRED GOVERNMENT OR EMPLOYER'S OFFICERS:

- 2.7.1 No Employee/Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the Employer is allowed to service as a Service Provider for a period of one year after his retirement /resignation /severance from Government Service or from the employment of the Employer without the previous permission of the Employer. The Contract, if awarded, is liable to be terminated if either the Service Provider or any of his employees is found at any time to be such a person, who has not obtained the permission of the State/Central Government or of the Employer as aforesaid before submission of tender, or engagement in the Service Provider's service as the case may be.

### **2.8 CONFLICT OF INTEREST:**

- 2.8.1 During the currency of Contract and after its termination, the Service Provider and its affiliates, shall be disqualified from providing any goods, works or services for any project resulting from or closely related to the Services.

### **2.9 ABNORMAL RATES:**

- 2.9.1 The Tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and Conditions of Contract. In case, it is noticed that the rates quoted by the Tenderer for any item are unusually higher or unusually lower, it will be sufficient cause for the rejection of the tender/bid unless the Employer is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the Tenderer (on demand).
- 2.9.2 In case of Abnormally High Rated (AHR) item(s), the same shall be dealt as per AHR clause in the SCC (as applicable).

### **2.10 GENERAL OBLIGATIONS OF SERVICE PROVIDER:**

Service Provider shall, in accordance with and subject to the terms and conditions of this Contract:

- 2.10.1 perform the services in accordance with the Scope of Services /Specifications and Activity Schedule of the Tender Document and carry out its obligations with all due diligence and efficiency, in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe methods. When completed, the job/services shall be fit for the purpose for which the services are intended as specifically defined in the Contract.
- 2.10.2 provide all labour as required to provide the Service unless otherwise provided in the Scope of Services or Special Conditions of the Contract.
- 2.10.3 perform all other obligations, jobs / services which are required by the terms of this Contract, or which reasonably can be implied from such terms as being necessary for providing necessary service as per the Contract.
- 2.10.4 be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.

- 2.10.5 give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period/DLP as Employer may consider necessary for the proper fulfilling of Service Provider's obligations under the Contract.
- 2.10.6 not disrupt the Services of the Employer being carried out by the Service Provider / and shall provide access for carrying out job/services to:
- Employer's personnel(s), and/or
  - any other Contractor(s) / Service Provider(s) employed by Employer, and/or
  - personnel of public authority(ies)/third party(ies)

Further, the Service Provider shall execute the job carefully without causing damage to the existing facility(ies) and facility(ies) of third party(ies) and in case of such happening shall immediately bring to the notice of EIC.

Further, the coordination and inspection of the day-to-day job under the Contract shall be the responsibility of the Engineer-in-Charge (EIC). The EIC or his authorized representative including any statutory authority shall at all reasonable times, have full power and authority to access and inspect the Services wherever in progress either on the Site or at the Service Provider's premises/workshops and the Service Provider shall afford or procure every facility and assistance to carry out such inspection. Such an Inspection shall not release the Service Provider from any obligation under the Contract.

### **2.11 SERVICE PROVIDER'S REPRESENTATIVE & PERSONNEL:**

- 2.11.1 Service Provider shall appoint a person ("*Service Provider's Representative*") who shall be responsible for and authorized to represent it at all times during the progress of the Service and to receive and to act on any request made by Employer in the performance of the Service pursuant to the terms of this Contract.
- 2.11.2 Service Provider's Representative shall have full authority to represent and bind the Service Provider in relation to any matter concerning the Service Provider's performance of the services under the Contract and Employer shall be entitled to rely on all the decisions of the Service Provider's Representative as if they were the decisions of the Service Provider.
- 2.11.3 Service Provider's Representative shall supervise, coordinate and ensure the quality of all aspects of his obligations under this Contract. Service Provider shall not change its Representative without the prior approval of Employer.
- 2.11.4 Service Provider's Representative shall liaise with Employer for the proper coordination and timely completion of the Services and on any matter pertaining to the same.
- 2.11.5 Service Provider's Representative shall extend full cooperation to Employer's representatives/inspector in the manner required by them for supervision /inspection/observation of equipment, material, procedures, performance, reports and records pertaining to Services.
- 2.11.6 Service Provider's Representative shall have complete charge of his personnel engaged in the performance of the Service and to ensure compliance of rules and regulations and safety practice.

2.11.7 If the Service Provider's Representative is found not acceptable to the EIC, the Service Provider shall, as soon as practicable, having regard to the requirement of replacing him, after receiving notice of such withdrawal, remove the representative and shall not thereafter employ him again on the Services in any capacity and shall replace him by another representative acceptable to the EIC.

### **2.12 SERVICE PROVIDER'S EMPLOYEES /PERSONNEL:**

The Service Provider in connection with performing the Services and remedying of any defects, shall provide:

- (a) only such skilled and experienced personnel(s) in their respective areas; and
- (b) such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely fulfilling of the Service Provider's obligations under the Contract.

The Service Provider shall provide skilled / qualified /experienced personnel, if specified in the SCC /Scope of Work.

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

### **2.13 CONTRACT PERFORMANCE SECURITY (CPS):**

2.13.1 The Service Provider shall provide Contract Performance Security (CPS) to the Employer, within **30 (Thirty)** days from the date of notification of award (i.e. FOA/PO/WO/Letter of Acceptance) or the date specified in the notification of award whichever is earlier, for an amount mentioned therein. The CPS shall be returned/refunded three months after Contract completion period and Defects Liability Period (DLP), if any. All costs associated with CPS shall be borne by the Service Provider. No charges or interest shall be payable by the Employer even if the CPS is in the form of a Demand Draft.

2.13.1 The Service Provider shall furnish the CPS in the form of a Demand Draft, Banker's Cheque, Insurance Security Bond, Fixed Deposit Receipt or a Bank Guarantee or an irrevocable Letter of Credit from any Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, for 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 bank guarantee or the Letter of Credit shall be submitted in the prescribed format.

2.13.3 If the Service Provider or their employees /agents / representatives or Sub-Service Provider (if authorized by Employer) shall damage, break, deface or destroy any property/equipment belonging to the Employer or third party(ies) during the execution of this Contract, the same shall be made good by the Service Provider at his own expenses and in default thereof, the EIC may cause the same to be made good by other agencies and recover expenses plus 15% overhead from the Service Provider. The decision of EIC in this matter shall be final and binding on the Service Provider.

- 2.13.4 All compensation, claim or other sums of money payable by the Service Provider to the Employer under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Service Provider by the Employer on any account whatsoever and in the event of his CPS being reduced by reasons of any such deductions or sale of aforesaid, the Service Provider shall within ten days thereafter make good in form of bank draft(s)/BG/LC (as the case may be) as aforesaid any sum or sums which may have been deducted from or realised by encashment of his CPS, or any part thereof. The Service Provider shall pay to the Employer on demand without protest any balance remaining due. In this regard no interest shall be payable by the Employer to Service Provider for such sum deposited as CPS.
- 2.13.5 The CPS deposit shall cover the entire Contract value including extra jobs/ services. As long as the CPS submitted at the time of award take cares the extra jobs/ 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 exceed the ceiling of awarded Contract Value, the Service Provider should furnish additional CPS through DD or submit amendment to existing BG/LC to effect the enhancement of CPS.
- 2.13.6 Failure of the successful bidder to comply with the requirements of Clause 2.13 shall constitute sufficient grounds for the annulment of the award, the forfeiture of CPS and any other actions or remedies available to the Employer.

### **2.14 FAILURE BY THE SERVICE PROVIDER TO COMPLY WITH THE PROVISIONS OF THE CONTRACT:**

- 2.14.1 If the Service Provider refuses or fails to provide the Service or any part thereof with such diligence as will ensure its performance within the time specified in the Contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the Contract it shall be open to the Employer at its option by written notice to the Service Provider:
- a) TO DETERMINE THE CONTRACT in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Employer on that behalf, whereupon the Service Provider shall stop forthwith any of the Service then in progress, except such Service as the Employer may, in writing, require to be done to safeguard any property or work or installations from damage, and the Employer, for its part, may take over the Service remaining unfinished by the Service Provider and complete the same through another service provider or by other means, at the risk and cost of the Service Provider, and any of his sureties if any, shall be liable to the Employer for any excess cost occasioned by such service having to be so taken over and obtained by the Employer over and above the cost at the rates specified in the schedule of quantities and rate/prices.
  - b) WITHOUT DETERMINING THE Contract to take over the Service of the Service Provider or any part thereof and complete the same through other service provider or by other means at the risk and cost of the Service Provider. The Service Provider and any of his sureties are liable to the Employer for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such services having been taken over and completed by the Employer.

2.14.2 In such events of Clause 2.14.1(a) or (b) above, the following shall be applicable: -

- c) The whole or part of the Contract Performance Security furnished by the Service Provider is liable to be forfeited without prejudice to the right of the Employer to recover from the Service Provider the excess cost referred to in the sub-clause aforesaid. The Employer shall also have the right of taking possession and utilizing in completing the services or any part thereof, such as materials, equipment and plants available at service site belonging to the Service Provider as may be necessary and the Service Provider shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- d) The amount that may have become due to the Service Provider on account of service already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of Contract or from the taking over of the Service or part thereof by the Employer as the case may be, during which period the responsibility for faulty material or workmanship in respect of such service shall, under the Contract, rest exclusively with the Service Provider. This amount shall be subject to deduction of any amounts due from the Contract to the Employer under the terms of the Contract authorized or required to be reserved or retained by the Employer.

2.14.3 Before taking any action as per Clause 2.14.1(a) or (b) if in the judgment of the Employer, the default or defaults committed by the Service Provider is/are curable and can be cured by the Service Provider if an opportunity given to him, then the Employer may issue Notice in writing calling the Service Provider to cure the default within such time specified in the Notice.

2.14.4 The Employer shall also have the right to proceed or take action as per 2.14.1(a) or (b) above, in the event that the Service Provider becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favour of his creditors or any other person(s) or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the Employer to give any prior notice to the Service Provider.

2.14.5 Termination of the Contract as provided for in sub-clause 2.14.1(a) above shall not prejudice or affect their rights of the Employer which may have accrued upto the date of such termination.

### **2.15 SERVICE PROVIDER REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 2.14**

2.15.1 If in any case in which any of the powers conferred upon the Employer by clause 2.14 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Service Provider for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the Service Provider for past and future compensation shall remain unaffected.

In the event of the Employer putting in force the power under above sub-clause 2.14 (a) or 2.14 (b) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools and plants, materials and stores at the site thereof belonging to the Service Provider or procured by him and intended to be used for the execution of the Service or any part thereof paying or allowing for the same in account at the Contract rates or in case of these not being applicable, at current market rates to be certified by the EIC whose certificate thereof shall be final, otherwise the EIC may give notice in writing to the Service Provider or Service Provider's Representatives requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice).

Failure of any action by the Service Provider for removal of material/tools/plant/store etc. within the period mentioned in notice of EIC, the Employer shall also be entitled to recover handling and storage charges @5% of the estimated value of material tools/plant/store for each month or part of a month without relieving the Service Provider from any other related liability. In the event of the Service Provider's failure to remove the same within a period of 6 months or as decided by the EIC, the EIC may take action for removal through auction or private sale on behalf of the Service Provider and at his risk in all respects. The Service Provider shall be liable to pay the Employer the handling & storage charges per month or a part of the month from the date of serving the notice by the EIC to the date of removal of the materials by the Employer plus overhead charges @ 15% of sale value of such materials. In case of negative or zero sale value, the overhead charges shall be applicable on the handling & storage charges. The decision of EIC w.r.t. such removal and the amount of the proceeds shall be final and binding on the Service Provider.

### **2.16 CHANGE IN CONSTITUTION:**

2.16.1 Where the Service Provider is a partnership firm, the prior approval of the Employer shall be obtained in writing, before any change is made in the constitution of the firm. Where the Service Provider is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such Service Provider enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the service hereby undertaken by the Service Provider. In either case if prior approval as aforesaid is not obtained, the Contract shall be deemed to have been allotted in contravention of clause 2.23 hereof.

### **2.17 TERMINATION OF CONTRACT:**

#### **2.17.1 TERMINATION OF CONTRACT FOR DEATH**

If the Service Provider is an individual or a proprietary concern and the individual or the proprietor dies or if the Service Provider is a partnership concern and one of the partner dies then unless, the Employer is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the Employer is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased Service Provider and/or to the surviving partners of the Service Provider's firm on account of the cancellation of Contract. The decision of the Employer/EIC in such an assessment shall be

final & binding on the parties. In the event of such cancellation, the Employer shall not hold the estate of the deceased Service Provider and/or the surviving partners of the Service Provider's firm liable for any damages for non-completion of the Contract.

### **2.17.2 TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY, ETC.**

If the Service Provider shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, Employer shall be at liberty to terminate the Contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Service Provider or to give the Receiver or Liquidator or other person, the option of carrying out the Contract subject to his providing a guarantee up to an amount to be agreed upon by the Employer for due and faithful performance of the Contract.

### **2.17.3 TERMINATION OF CONTRACT FOR CORRUPT / FRAUDULENT / COLLUSIVE / COERCIVE PRACTICES AND NON-PERFORMANCE**

If the Bidder/Service Provider is found to have indulged in Corrupt/ Fraudulent /Collusive/Coercive practices, the Contract shall be terminated and the Bidder/ Service Provider shall be banned for future business with IGGL. The detailed procedure for banning including suspension in this regard may be referred as enclosed as Appendix 1.

Due to non-performance of the Service Provider leading to termination of the Contract, the Service Provider initially shall be put on suspension list and thereafter on holiday list of Employer for a period mentioned in the detailed procedure, to be reckoned from the date of communication by Owner/Employer. The detailed procedure for evaluation of performance in this regard may be referred as enclosed as Appendix 2.

### **2.17.4 TERMINATION FOR CONVENIENCE**

Notwithstanding anything contained in the Contract, the Employer may, by 30 (Thirty) days written notice, terminate the Contract in whole or in part. In addition to the payment mentioned at clause 2.18, the Service Provider shall be compensated for de-mobilization and other costs incurred at mutually negotiated terms.

In case of such termination, the obligation of the Employer to pay, shall be limited to the extent of work/job completed by the Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract.

Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

### **2.18 AMOUNT PAYABLE IN CASE OF TERMINATION:**

2.18.1 In all cases of termination herein set forth, the obligation of the Employer to pay, shall be limited to the extent of service rendered by Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

### **2.19 MEMBERS OF THE EMPLOYER NOT INDIVIDUALLY LIABLE:**

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

### **2.20 EMPLOYER NOT BOUND BY PERSONAL REPRESENTATIONS:**

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

### **2.21 FORCE MAJURE:**

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

The term "Force Majeure" as employed herein shall include:

- (a) Act of terrorism;
- (b) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
- (c) Ionizing radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactivity toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- (d) epidemics, earthquake, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- (e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works/Services are performed, and which affect an essential portion of the Works/Services but excluding any industrial dispute which is specific to the performance of the Works/Services or the contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporter strike) or commercial hardship shall not constitute a Force Majeure event.

### 2.21.2 Notification of Force Majeure

The affected party shall notify within 10 (Ten) days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the affected party from or delaying the affected party in performing its obligations under the contract.

### 2.21.3 Right of either party to terminate.

If an event of Force Majeure occurs and its effect continues for a period of 180 (One Hundred Eighty) days or more in a continuous period of 365 (Three Hundred Sixty-Five) days after notice has been given under this clause, either party may terminate the contract by issuing a written notice of 30 (Thirty) days to the other party.

Further, the service provider shall with all reasonable diligence remove from the site all the Service Provider's equipment and shall give similar facilities to his Sub services Provider to do so.

### 2.21.4 Payment in case of termination due to Force Majeure

The Contract Price attributable to the Works/Services performed till the date of the commencement of the relevant event of Force Majeure with effective recovery/retention shall be payable to Service Provider.

The Service Provider has no entitlement and Employer has no liability for:

- a) Any costs, losses, expenses, damages or the payment of any of the Total Contract Price during an event of Force Majeure; and
- b) Any delay costs in any way incurred by the Service Provider due to an event of Force Majeure.

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

### 2.21.6 Outbreak of War:

If during the currency of the contract there shall be an out break of war whether declared or not, in the part of the World which whether financially or otherwise materially affect the execution of the Work, the Service Provider shall unless and until the Contract is terminated under the provisions in this clause continue to use his best endeavour to complete the execution of the Work/Services, provided always that the Employer shall be entitled, at any

time after such out break of war to terminate or re-negotiate the Contract by giving notice in writing to the Service Provider and upon such notice being given the Contract shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of the either party in respect of any antecedent breach thereof.

### **2.22 PRICE REDUCTION SCHEDULE:**

2.22.1 Time is the essence of the Contract. In case the Service Provider fails to mobilize / deploy the required manpower and the complete equipment's so as to commence the Services within Mobilization Period and complete the Services within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 2.21 herein above or due to Employer's defaults, the total executed value of Contract shall be reduced by ½ (half) % of the total executed value of Contract per complete week of delay or part thereof subject to a maximum of 5 (five) % of the total executed value of Contract, by way of reduction in price for delay and not as penalty.

The Employer shall be at liberty to adjust or deduct the said amount from amount due to the Service Provider / it's Contract Performance Security payable on demand.

The decision of the EIC with respect to applicability of Price Reduction Schedule shall be final and binding on the Service Provider.

2.22.2 The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered by the Employer on account of delay on the part of the Service Provider and the said amount will be adjusted for the amount payable to the Service Provider, without there being any proof of the actual loss or damages having been caused by such delay/breach.

2.22.3 The Price Reduction will be calculated on the basis of total executed value of contract excluding taxes and duties where such taxes and duties have been shown separately in the Contract.

2.22.4 As mentioned above, in case of delay in execution of Contract, Service Provider will raise invoice for reduced value as per Price Reduction Clause. If Service Provider has raised the invoice for full value, then Service Provider will issue Credit Note towards the applicable Price Reduction Schedule amount.

In case Service Provider fails to submit the invoice for reduced value or does not issue credit note as mentioned above, IGGL will release the payment to Service Provider after effecting the Price Reduction Schedule clause.

In the event 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.

### 2.23 ASSIGNMENT/SUBLET:

- 2.23.1 The Service Provider shall not, save with previous written consent of the Engineer-in-charge, sublet, transfer or assign the Contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Contract.
- 2.23.2 The basic scope of Services cannot be sublet. However, on specific request of the Service Provider and subject to written consent of Employer, the Service Provider may sublet allied/incidental jobs related to the Services. Such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Contract and Service Provider shall be fully responsible for the Services hereunder and the execution and performance of the Contract.
- 2.23.3 Sub-letting of whole Contract is prohibited. An undertaking to this effect will be given by Service Provider along with each invoice/ bill.

### 2.24 LIENS:

- 2.24.1 If, at any time there should be evidence of any lien or claim for which the Employer might have become liable and which is chargeable to the Service Provider, the Employer shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Employer against such lien or claim and if such lien or claim be valid, the Employer may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Service Provider. If any lien or claim remain unsettled after all payments are made, the Service Provider shall refund or pay to the Employer all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.
- 2.24.2 The Employer shall have lien on all materials, equipments including those brought by the Service Provider for the purpose of providing service.
- 2.24.3 The final payment shall not become due until the Service Provider delivers to the EIC a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the Service Provider in a form approved by EIC that all invoices for labour, materials, services have been paid in lien thereof and if required by the EIC in any case an affidavit that so far as the Service Provider has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.
- 2.24.4 Service Provider will indemnify and hold the Employer harmless, for a period of two years after the issue of Completion/Execution Certificate, from all liens and other encumbrances against the Employer on account of debts or claims alleged to be due from the Service Provider or his Sub-Service Provider to any person and on behalf of Employer, the Service Provider will defend at his own expense, any claim or litigation brought against the

Employer or the Service Provider including Sub-Service Provider in connection therewith. Service Provider shall defend or contest at his own expense, any fresh claim or litigation against the Employer by any person including his Sub-Service Provider, till its satisfactory settlement even after the expiry of two years from the date of issue of Completion/Execution Certificate.

### **2.25 DELAYS BY EMPLOYER OR HIS AUTHORISED REPRESENTATIVE:**

2.25.1 In case the Service Provider's performance is delayed due to any act or omission on the part of the Employer or his authorized Representative, then the Service Provider shall be given due extension of time for the completion of the Service, to the extent such omission on the part of the Employer has caused delay in the Service Provider's performance of his Services.

2.25.2 No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document, where the Employer reserves the right to seek indulgence of Service Provider to maintain the agreed Time Schedule of Completion. In such an event the Service Provider shall be obliged to provide Service for additional time beyond stipulated time including Off-days / Holidays or by enhancing resources to achieve the completion date/interim targets.

### **2.26 NO WAIVER OF RIGHTS:**

2.26.1 None of the terms and conditions of this Contract shall be deemed waived by either party unless such waiver is executed in writing by the duly authorized representative of both the parties.

### **2.27 CERTIFICATE NOT TO AFFECT RIGHT OF EMPLOYER AND LIABILITY OF SERVICE PROVIDER:**

2.27.1 No interim payment certificate(s) issued by the EIC of the Employer, nor any sum paid on account by the Employer, nor any extension of time for execution of the service granted by Employer shall affect or prejudice the rights of the Employer against the Service Provider or relieve the Service Provider of his obligations for the due performance of the Contract, or be interpreted as approval of the Service done and no certificate shall create liability for the Employer to pay for alterations, amendments, variations or additional services not ordered, in writing, by Employer or discharge the liability of the Service Provider for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Employer.

### **2.28 LANGUAGE AND MEASURES:**

2.28.1 All documents pertaining to the Contract including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions or any other writing shall be written in English/Hindi language. The Metric System of measurement shall be used in the Contract unless otherwise specified.

### **2.29 RELEASE OF INFORMATION:**

2.29.1 The Service Provider shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Service under this Contract or description of the site dimensions, quantity, quality or other information concerning the Service unless prior written permission has been obtained from the Employer.

### **2.30 COMPLETION PERIOD, CONTRACT PERIOD AND COMPLETION OF CONTRACT:**

2.30.1 The Completion Period of Service and Contract Period shall be as mentioned in Special Conditions of Contract.

2.30.2 Unless terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed at the expiration of the Defect Liability Period as provided for under the Contract.

### **2.31 INDEPENDENT CAPACITY**

2.31.1 The parties intend that an independent Service Provider relationship will be created by this Contract. The Service Provider and his/her employees or agents performing under this Contract are not employees or agents of the Employer. The Service Provider will neither hold himself/herself out as nor claim to be an officer or employee of the Employer by reasons hereof, nor will the Service Provider make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of work will be solely with the Service Provider.

### **2.32 NOTICE**

2.32.1 **TO THE SERVICE PROVIDER:** Any notice to be given to the Service Provider or his duly authorised representative at the job Site under the terms of the Contract may be served by the Employer by facsimile / e-mail or through registered post/Courier at the address/contact information furnished by the Service Provider. Proof of issue of any such notice could be conclusive of the Service Provider having been duly informed of all contents therein.

2.32.2 **TO THE EMPLOYER:** Any notice to be given to the EIC of the Employer under the terms of the Contract may be served by the Service Provider, by facsimile / e-mail or delivering the same through registered post /Courier at the concerned site office.

2.32.3 Either party may change a nominated address to another address in the country where the Services are being provided by prior notice to the other party, with a copy to EIC and the EIC may do so by prior notice to both the parties. The decision of EIC in this regard shall be final and binding on the parties.

### **2.33 CONFIDENTIALITY:**

The Service Provider, its Sub-Service Provider and their personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information related to Service/project, this Contract, or Employer's business or operations without the prior written consent of the Employer.

### **2.34 INTELLECTUAL PROPERTY RIGHT:**

The Service Provider shall retain the copy right and other intellectual property rights in the Service Provider's document and other design documents made by (or on behalf of) the Service Provider.

Subject to the confidentiality obligations, by signing the Contract, within the Contract Price, the Service Provider shall be deemed to give to the Employer a non-terminable, transferable, non-exclusive and royalty-free right to copy, use and communicate the Service Provider's documents for the operation, maintenance, repair of the Service and Statutory purposes, but not for any other purpose. Such documents of the Service Provider shall not be used, copied or communicated to a third party by or on behalf of the Employer for the purposes other than those permitted, without the Service Provider's Consent.

### 3.0 PERFORMANCE OF SERVICE

#### 3.1 EXECUTION OF SERVICES:

3.1.1 All Services shall be provided in strict conformity with the provisions of the Contract Documents and with such explanatory detailed specification and instruction as may be furnished from time to time to the Service Provider by EIC. The Service Provider shall undertake to perform all Services under this Contract with all reasonable skill, diligence and care in accordance with sound industry practice or international / national standards, wherever applicable (as the case may be) to the satisfaction of the Employer and accept full responsibility for the satisfactory quality of such services as performed by them.

#### 3.2 CHANGES IN SERVICES:

3.2.1 During the performance of the Services, EIC / Employer may make a change in the Services within the general scope of this Contract including, but not limited to, changes in methodology and minor additions to or deletions from the Services and Service Provider shall render the service as changed. Changes of this nature will be affected by a written order (i.e. Amendment) by the Employer. The time of completion of the said job may be extended for the part of the particular job at the discretion of Engineer-In-Charge, for only such alterations or substitutions of the Services, as he may consider just and reasonable.

3.2.2 If any change result in an increase in compensation payable to Service Provider or in terms of a credit to be passed on to Employer, Service Provider shall submit to EIC an estimate of the amount of such compensation or credit in a form prescribed by Employer. Such estimates shall be based on the rates shown in the Schedule of Rates. Upon review of Service Provider's estimate, Employer shall establish and set forth in the written order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change.

#### 3.3 ACTION AND COMPENSATION IN CASE OF POOR SERVICE:

3.3.1 If it shall appear to the EIC that any service has been rendered with unsound, imperfect or unskilled way, or with materials /manpower of any inferior description, or that any materials / manpower provided by the Service Provider for the execution of the Service are unsound, or of a quality inferior to that Contracted for, or otherwise not in accordance with the Contract, the Service Provider shall on demand in writing from the EIC or his authorized representative specifying the Service, materials or manpower complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify the service so specified and at his own cost and in the event of failure to do so within the period specified by the EIC in his demand aforesaid, the Service Provider shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole Service, for every week limited to a maximum of 10% (ten percent) of the value of the whole Service, in event of his failure to do so the EIC may on

expiry of notice period rectify/re-execute the Service as the case may be at the risk and expense in all respects of the Service Provider or may terminate the contract due to non-performance. The decision of the EIC as to any question arising under this clause shall be final and conclusive.

### **3.4 SUSPENSION OF SERVICES:**

- 3.4.1 Subject to the provisions of sub-para 3.4.2 of this clause, the Service Provider shall, if ordered in writing by the EIC, temporarily suspend the Services or any part thereof for such written order and not proceed with the Service therein ordered to be suspended until, he shall have received a written order to proceed therewith. The Service Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Services aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the Services as aforesaid will be granted to the Service Provider should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the Service Provider.
- 3.4.2 In case of suspensions of entire Service, ordered in writing by EIC, for a period of more than two months, the Service Provider shall have the option to terminate the Contract.

### **3.5 DEFECTS LIABILITY PERIOD:**

- 3.5.1 The Service Provider unless otherwise specified elsewhere in the tender document shall guarantee the installation/Service for a period of 12 months from the date of completion of Service mentioned in the Completion Certificate issued by the EIC. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the Service Provider at his own expense as deemed necessary by the EIC. In case of default, the EIC may carry out such services by other service provider(s) and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 15% towards overheads from any sums that may then be or at any time thereafter, become due to the Service Provider or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof. The decision of EIC in this regard shall be final and binding.
- 3.5.2 If the Service Provider feels that any variation in Service or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall bring this to the notice of the EIC in writing. If during the period of liability any portion of the Service/Equipment, is found defective and is rectified/ replaced, the period of liability of 12 months for such equipment/ portion of Service shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of Service/ Equipment only. However, in no such case extension will exceed 24 months from the date of initial DLP. Notwithstanding the above provisions the supplier's, guarantees/warranties for the replaced/rectified Equipment/Service shall also be passed on to the Employer.

### 3.6 COMPLETION CERTIFICATE:

3.6.1 APPLICATION FOR COMPLETION CERTIFICATE: When the Service Provider fulfills his obligation under the Contract, he shall be eligible to apply for Completion Certificate. The EIC shall normally issue to the Service Provider the Completion Certificate within one month after receiving any application thereof from the Service Provider after verifying from the completion documents and satisfying himself that the Service has been rendered in accordance with and as set out in the Contract Documents. The Service Provider, after obtaining the Completion Certificate, is eligible to present the final bill for the Service executed by him under the terms of Contract.

Completion of jobs/services for issuance of completion certificate shall constitute completion of jobs/ services as per provisions of LOA/Contract duly accepted and certified by EIC.

3.6.2 COMPLETION CERTIFICATE: Within one month from receipt of application from Service Provider after the completion of the Service in all respects as specified above at clause no. 3.6.1, the Service Provider shall be furnished with a certificate by the EIC of such completion, but no certificate shall be given nor shall the Service be deemed to have been rendered until all scaffolding, Equipment(s) & machine(s), surplus materials and rubbish brought for/ generated during execution of service is cleared off the Site completely. EIC's certification about completion of service in all aspects shall be binding and conclusive.

3.6.3 COMPLETION CERTIFICATE DOCUMENTS: For the purpose of Completion, the following documents will be deemed to form the completion documents:

- i) The technical documents according to which the Service was carried out.
- ii) Material appropriation, Statement for the materials issued by the Employer for the Service and list of surplus materials returned to the Employer's store duly supported by necessary documents.

3.6.4 EXECUTION CERTIFICATE:  
Execution Certificate against Rate/ Maintenance contract shall be issued by EIC against written request from Service Provider.

### 3.7 FINAL DECISION & FINAL CERTIFICATE:

3.7.1 Upon expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the Service Provider has in all respect duly made-up any shortfall and performed all his obligations under the Contract, the Engineer-in- Charge shall (without prejudice to the rights of the Employer to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the Final Certificate to that effect. The Service Provider shall not be considered to have fulfilled the whole of his obligations under Contract until Final Certificate shall have been given by the Engineer-In- Charge.

### 3.8 LIMITATION OF LIABILITY

- 3.8.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Service Provider to Employer under the Contract shall not exceed the Total Contract Value, except that this clause shall not limit the liability of the Service Provider for following:
- (a) In the event of breach of any Applicable Law;
  - (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross Negligence of the Service Provider or any person acting on behalf of the Service Provider; or
  - (c) In the event of acts or omissions of the Service Provider which are contrary to the most elementary rules of diligence which a conscientious Service Provider would have followed in similar circumstances; or
  - (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
  - (e) For any damage to any third party, including death or injury of any third party caused by the Service Provider or any person or firm acting on behalf of the Service Provider in executing the Works/Services.

However, neither party shall be liable to the other Party for any indirect nor consequential loss or damage like loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

### 3.9 INDEMNITY:

- 3.9.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the Employer, for the failure, omission or neglect on the part of the Service Provider to perform any acts, matters, covenants or things under the Contract, or damage or injury caused by the alleged omission or negligence on the part of the Service Provider, his agents, representatives or his Sub- Service Provider's, or in connection with any claim based on lawful demands of Sub-Service Provider's servicemen suppliers or employees, the Service Provider, shall in such cases indemnify and keep the Employer and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

### 4.0 PAYMENT, INSURANCE AND TAXES

#### 4.1 DEDUCTION FROM THE CONTRACT PRICE:

- 4.1.1 All costs, damages or expenses which Employer may have paid or incurred, which under the provisions of the Contract, the Service Provider is liable to pay to the Employer. All such claims shall be claimed by the Employer from the Service Provider regularly as and when they fall due. Such claims shall be paid by the Service Provider within 15 (fifteen) days of the receipt of the corresponding bills/ claims and if not paid by the Service Provider within the said period, the Employer may, then, deduct the amount from any immediate moneys due to the Service Provider like R.A Bills, Final Bills, Contract Performance Security or any payment becoming due to the Service Provider under the Contract or may be recovered by actions of law or otherwise, if the Service Provider fails to satisfy the Employer of such claims.

#### 4.2 SCHEDULE OF RATES AND PAYMENTS:

##### 4.2.1 SERVICE PROVIDER'S REMUNERATION:

The price to be paid by the Employer to Service Provider for the whole of the Service to be done and for the performance of all the obligations undertaken by the Service Provider under the Contract Documents shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the Services actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (except only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the Service Provider under the Contract and no further or other payment whatsoever shall be or become due or payable to the Service Provider under the Contract.

##### 4.2.2 SCHEDULE OF RATES TO BE INCLUSIVE:

The prices/rates quoted by the Service Provider shall remain firm till the issue of Final Certificate and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in rendering the services to the Employer by the Service Provider. The Service Provider shall be deemed to have known the nature, scope, magnitude and the extent of the service though the Contract Document may not fully and precisely furnish/specify them. The Tenderer shall be deemed to include the requisite services as may be required to complete the Services properly including remedying of any defect therein.

### **4.2.3 SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.:**

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary work (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores & appliances and such other items / equipments / materials as required for carrying out the services by the Service Provider and all other matters in connection with each item in the Schedule of Rates and the execution of the Service or any portion thereof finished, complete in every respect and maintained as shown or described in the Contract Documents or as may be ordered in writing during the continuance of the Contract.

### **4.2.4 SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS:**

The Schedule of Rates (i.e., Value of Contract) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the Service, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the Service and shall include an indemnity to the Employer which the Service Provider hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use in the Service of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use for Services shall be borne by the Service Provider.

### **4.2.5 SCHEDULE OF RATES TO COVER TAXES AND DUTIES:**

No exemption or reduction of Customs Duties, GST, Works Contract Tax or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), entry tax, whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates, unless mentioned specifically elsewhere in the Tender Document. The Service Provider shall also obtain and pay for all permits/licenses or other privileges necessary to complete the Service.

### **4.2.6 SCHEDULE OF RATES TO COVER RISKS OF DELAY:**

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

### **4.2.7 SCHEDULE OF RATES CANNOT BE ALTERED:**

For Service under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of services or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed

by the Service Provider and agreed to by the Employer and cannot be altered. For lumpsum Contracts, the payment will be made according to the Service actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of Service provided and preparing running account bill. Payment for any additional Service which is not covered in the Schedule of Rates shall only be released on issuance of Amendment to LOA/Contract by the Employer.

### **4.3 PROCEDURE FOR BILLING OF SERVICES:**

#### **4.3.1 BILLING PROCEDURE:**

The following procedures shall be adopted for billing of services executed by the Service Provider.

4.3.1.1 The Bill(s) complete in all respect with details and enclosure(s) is to be submitted by Service Provider in line with terms of the Contract. Employer shall make all endeavor to release payments of undisputed amount of the bills submitted within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.

4.3.1.2 **COMPUTERISED BILLING SYSTEM:** IGGL has introduced Computerized Billing System whereby whenever the Bill(s) are submitted in IGGL by a Service Provider, a receipt number is usually generated. The Service Provider may also know the status of the Bill through IGGL's website.

#### **4.3.2 MODE OF MEASUREMENT:**

The payment shall be made based on the mode of measurement as specified in the Contract. Otherwise, the mode of measurement shall be adopted as per latest Indian Standard Specifications.

### **4.4 NOTICE OF CLAIMS FOR ADDITIONAL PAYMENTS:**

4.4.1 Should the Service Provider consider that he is entitled to any extra payment for any extra/additional Job(s)/Service(s) or material change in original Specifications carried out by him in respect of job, he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment. Such notice shall be given to the Engineer-in-Charge upon which the Service Provider bases such claims, and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the Contract to the contrary, the Service Provider must intimate his intention to lodge claim on the Employer within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the Service Provider will lose his right to claim any compensation/reimbursement/damages etc. Failure on the part of Service Provider to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by Employer to reject any such claim and no delay in dealing therewith shall be waiver by Employer of any of these rights in respect thereof.

4.4.2 Engineer-in-Charge shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, Service Provider shall be obliged to carry on with the Jobs/services during the period in which his claims are under consideration by the Employer, irrespective of the outcome of such claims, where additional payments for Services considered extra are justifiable in accordance with the Contract provisions, Employer shall arrange to release the same in the same manner as for normal job payments. Such of the extra services so admitted by Employer shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the Contract. The rates for extra services shall generally be the unit rates provided for in the Contract. In the event unit rates for extra services so executed are not available as per Contract, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for Services executed shall be derived by interpolation/extrapolation of unit rates already existing in the Contract. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra service claim(s) of Service Provider, the decision of Engineer-in-Charge shall be final and binding on the Service Provider.

### 4.5 INSURANCE:

4.5.1 Service Provider shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the Service Provider under this Contract in respect of its personnel deputed under this Contract as well as Service Provider's equipment, tools and any other belongings of the Service Provider or their personnel during the entire period of their engagement in connection with this Contract. Employers will have no liability on this account. The Personnel covered must be covered to meet the liability under Employee Compensation Act.

4.5.2 The provisions of this Clause shall in no way limit the liability of the Service Provider under the Contract.

4.5.3 If the Service Provider neglects, fails, or refuses to obtain or maintain insurances required to be effected, or fails to provide certification etc., the Employer has the right to procure and maintain policies at Service Provider's expense plus administrative cost of 10% of the amount of Insurance premium.

### 4.5.4 INSURANCE TYPES:

Service Provider shall at all time during the currency of the Contract provide, pay for and maintain the following insurance amongst others:

- a Employee Compensation and Employer's common law liability insurance covering liability to employees of the Service Provider under the laws of their place or employment or place or injury, arising out of injury sustained in connection with any of the services. This insurance will be extended where submitted by law, to indemnify the Employer against any statutory liability which it may incur towards injured employees of the Service Provider. A proof of the same should be submitted to EIC for liability in line with Employees Compensation Act.

- b. General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Service Provider required to fulfill the provisions under this Contract.
  - c. Service Provider's Equipment/Materials/Goods used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
  - d. Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
  - e. Public Liability Insurance as required under the Public Liability Insurance Act 1991.
- 4.5.5 Service Provider shall obtain additional insurance or revise the limits of existing insurance as per Employer's request in which case additional cost shall be to Service Provider's account.
- Further, the Service Provider shall ensure the adequacy of Insurance at all time in accordance with the nature of the Service(s), terms of the Contract and Statutory requirements.
- 4.5.6 **CERTIFICATE OF INSURANCE:**
- Before commencing performance of the services, Service Provider shall on request furnish EIC/Employer with certificates of insurance indicating:
- i) type and amounts of insurance as required herein;
  - ii) insurance company or companies carrying the aforesaid coverage;
  - iii) effective and expiry dates of policies;
  - iv) that the Employer may give advance notice for any material change in the policy. waiver of subrogation endorsement has been attached to all policies; and
  - v) the territorial limits of all policies.
- 4.5.7 If any of the above policies expire or are cancelled during the terms of the service, and Service Provider fails for any reason to renew such policies, the Employer may replace same and recover the charges towards premium plus administrative charges from Service Provider. Should there be a lapse in any insurance required to be carried out by the Service Provider hereunder for any reason, losses & penalty, if any resulting there from shall be to the sole account of the Service Provider.
- 4.5.8 Service Provider shall require all its Sub-Service Providers to provide such foregoing insurance cover as the Service Provider is obligated to provide under the Contract.
- 4.5.9 **WAIVER OF SUBROGATION:** All insurance policies of the Service Provider with respect to the operations conducted hereunder, shall be endorsed by the underwriter in

accordance with the following policy wording:“ The insurers hereby waive their rights of subrogation against any individual, Employer, affiliates or assignees for whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the Service Provider”.

- 4.5.10 Deductible: That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the Service Provider.

### **4.6 TAXES AND DUTIES:**

- 4.6.1 The Service Provider, unless specified otherwise elsewhere in the Contract agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including GST now or hereafter imposed, increased, modified from time to time in respect of Services and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Service Provider and the Service Provider shall be responsible for the compliance of all Sub-Service Providers, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. Service Provider further agrees to defend, indemnify and hold Employer harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Service Provider or Sub- Sub-Service Provider of such laws, suits or proceedings that may be brought against the Employer arising under, growing out of, or by reason of the service provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub- division thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

- 4.6.2 Service Provider shall ensure timely submission of correct invoice(s) with all required supporting document(s) as per Contract within a period specified in Contracts to enable Employer to avail Input Tax Credit.

If Input Tax credit with respect to GST is not available to Employer for any reason which is not attributable to Employer, then Employer shall not be obligated or liable to pay or reimburse GST charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such GST together with all penalties and interest if any, against any amounts paid or payable by Employer to Service Provider.

- 4.6.3 Where Employer has the obligation to discharge tax liability under reverse charge mechanism and Employer has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per rules (as amended from time to time) for any reason which is not attributable to Employer or Input Tax credit with respect to such payments is not available to Employer for any reason which is not attributable to Employer, then Employer shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by Employer to Service Provider.

### 4.7 INCOME TAX:

- 4.7.1 Income Tax deduction shall be made from all payments of the Service Provider as per rules and regulation in force in accordance with the Income Tax Act prevailing from time to time. As per the provisions of the income Tax Act, 1961, Permanent Account No. (PAN) is compulsorily required to be mentioned in Tax Deduction at Source (TDS) certificate issued to the payee. Therefore, the bidder must submit the details of PAN / the copy of application filed for allotment of PAN (if PAN no. not available) to EIC immediately on receipt of FOA/Contract Document, failing which, TDS will be applied as per applicable law and TDS certificate will not be issued. Therefore, in case the Service Provider does not furnish PAN, EMPLOYER shall deduct at source as provided in the Income Tax Act 1961, or in the relevant Finance Act, or as directed in the orders u/s 195(3) or 197 or 195(2), as the case may be, or at such higher rate as may be required by Section 206AA of Income Tax Act 1961, from time to time.
- 4.7.2 In case of foreign bidder, the Service Provider must apply through the local embassy / consulate of India for obtaining PAN card. In case, foreign Service Provider don't have the PAN, then amount will be deducted and deposited as per law and TDS certificate will also not be provided. Further, such Service Provider shall comply all other provisions mentioned elsewhere in the Tender Document related to making remittances to non-residents including Permanent Establishment, Tax Residency Certificate (TRC) if non-resident desire to avail benefits available under Double Tax Avoidance Agreement (DTAA), Withholding Tax etc., as per Income Tax Act, 1961 (as amended from time to time).

### 4.8 STATUTORY VARIATIONS:

- 4.8.1 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Jobs/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the due date of submission of Bid for this Contract shall be to Service Provider's account. Any increase / decrease in such duties, taxes after the due date of submission of bid but within the Contractual completion date as stipulated in the Contract will be to the account of Employer subject to submission of documentary proof to the satisfaction of Employer.
- 4.8.2 Any increase in the duties and taxes after the Contractual completion period will be to the Service Provider's account, where delay in completion /mobilization period is attributable to the Service Provider and the taxes & duties are not cenvatable (i.e. Input Tax Credit (ITC) not available). In case of applicability of ITC cenvatable taxes & duties, payment shall be made as per the prevailing rates during the currency of the Contract. However, any benefit of decrease in duties and taxes after the Contractual completion will be passed on to the Employer.
- 4.8.3 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 due date of submission

of Bid for this Contract but within the Contractual completion period (including extended period allowed due to reasons attributed to Employer) and which results in increased cost of the jobs/services under the Contract through increased liability of taxes, (other than personnel and Corporate taxes), duties, the Service Provider shall be indemnified for any such increased cost by the Employer subject to the production of documentary proof to the satisfaction of the Employer 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 Employer.

- 4.8.4 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 of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract and which results in any decrease in the cost of the services/ jobs through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the Service Provider shall pass on the benefits of such reduced cost, taxes or duties to the Employer, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

### **4.9 DAMAGES TO PROPERTY, ANY PERSON AND THIRD PARTY**

- i) Service Provider shall be responsible for making good to the satisfaction of the Employer any loss or any damage to structures and properties belonging to the Employer or being executed or procured or being procured by the Employer or of other agencies within in the premises of the Employer, if such loss or damage is due to fault and/or the Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representatives or Sub-Service Providers.
- ii) The Service Provider shall take sufficient care in moving his equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the Employer or any third party including overhead and underground cables and in the event of any damage resulting to the property of the Employer or of a third party during the movement of the aforesaid equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the Employer or ascertained or demanded by the third party shall be borne by the Service Provider. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.
- iii) The Service Provider shall indemnify and keep the Employer harmless of all claims for damages to property other than Employer's property arising under or by reason of this agreement, if such claims result from the fault and/or Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representative of Sub-Service Provider.

### 5.0 LAWS, HEALTH, SAFETY & ENVIRONMENT

#### 5.1 LABOUR LAWS:

- i) No labour below the age of 18 (eighteen) years shall be employed on the Job.
- ii) The Service Provider shall not pay less than what is provided under law to labourers engaged by him on the Job.
- iii) The Service Provider shall at his expense comply with all labour laws and keep the Employer indemnified in respect thereof.
- iv) The Service Provider shall pay equal wages for men and women in accordance with applicable labour laws.
- v) If the Service Provider is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Job under the Contract. Such fee/deposit shall be borne by the Service Provider.
- vi) The Service Provider shall employ labour in sufficient numbers either directly or through Sub- Service Provider's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract while also ensuring that workman is not stressed due to long hour of working and to the satisfaction of the EIC.
- vii) The Service Provider shall furnish to the EIC the distribution return of the number and description, by trades of the service people employed on the services. The Service Provider shall also submit on the 4th and 19th of every month to the EIC a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.
- viii) The Service Provider shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948, Employers Liability Act 1938, Servicemen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

- ix) The EIC shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the Service Provider any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- x) The Service Provider shall indemnify the Employer against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his Sub-Service Provider's. In the event of the Service Provider committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the Service Provider shall without prejudice to any other liability pay to the Employer a sum not exceeding Rs.10000.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the EIC and in the event of the Service Provider's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.5000.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the Services put to the Contract. The EIC shall deduct such amount from bills or Contract Performance Security of the Service Provider and credit the same to the Welfare Fund constitute under these acts. The decision of the EIC in this respect shall be final and binding.

### 5.2 SAFETY REGULATIONS:

- i) In respect of all labour, directly employed in the Service for the performance of Service Provider's part of this agreement, the Service Provider shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.
- ii) The Service Provider shall observe and abide by all fire and safety regulations of the Employer. Before starting service, Service Provider shall consult with Employer's safety Engineers or EIC and must make good to the satisfaction of the Employer any loss or damage due to fire to any portion of the service done or to be done under this agreement or to any of the Employer's existing property.

### 5.3 FIRST AID AND INDUSTRIAL INJURIES:

- i) Service Provider shall maintain first aid facilities for its employees and those of its Sub-Service Provider.

- ii) Service Provider shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Employer prior to start and their telephone numbers shall be prominently posted in Service Provider's field office.
- iii) All critical industrial injuries shall be reported promptly to Employer, and a copy of Service Provider's report covering each personal injury requiring the attention of a physician shall be furnished to the Employer.

### **GENERAL RULES:**

5.4.1 Smoking within the battery area, tank farm, dock limits or any such area identified by EIC or mentioned in SCC or any guideline, is strictly prohibited. Violators of the no smoking rules shall be discharged immediately after imposing the applicable penalty(ies). Decision of EIC in the matter shall be final and binding on the Service Provider.

### **5.5 CARE IN HANDLING INFLAMMABLE GAS:**

5.5.1 The Service Provider has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the Employer.

### **5.6 PRESERVATION OF PLACE:**

5.6.1 The Service Provider shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his worker / personnel employed for the services and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the Site. In the event of the Employer requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of services, the expenses thereof shall be borne by the Service Provider and if paid by the Employer shall be recoverable from the Service Provider.

### **5.7 ENVIRONMENT:**

5.7.1 Employer acknowledges their commitment to conduct their respective operations in a manner which not only complies with all relevant environmental protection and pollution control legislation but also such operations do not cause environmental damage or pollution and in a manner which acknowledges other cultural and associated considerations. In recognition of this commitment, the Service Provider shall perform the services in such a way as to avoid or minimize environmental damage or pollution and fully recognize the special aspects of the environment as communicated by Employer or as applicable. Service Provider shall comply with, and the Service Provider shall ensure compliance with all applicable environmental protection and pollution control legislation as it relates to the services.

- 5.7.2 In the furtherance of any laws, regulations and rules promulgated by the Government of India, Service Provider shall:
- Employ good international oil & gas industry practices, including as required, advanced techniques, practices and methods of operation for the prevention of environmental damage in conducting the job;
  - Take necessary and adequate steps to prevent environmental damage and, where some adverse impact on the environment is unavoidable, minimize such damage and the consequential effects thereof of property and people; and
  - Adhere to the guidelines, limitations or restrictions, if any, imposed by the environmental clearance as applicable.
- 5.7.3 If during the Service Provider's performance of the services, the Employer is of the opinion that the Service Provider is either not conducting the services in strict compliance with this Contract or is conducting the services in such a way as to endanger the environment or in such a way as to risk being in breach of any environmental protection or pollution control legislation, then the Employer shall notify the Service Provider in writing of the conduct involved and the Service Provider shall initiate corrective action to the reasonable satisfaction of the Employer within twenty four (24) hours of the conduct so notified or as decided by EIC. Employer may, require Service Provider to discontinue the Service in whole or in part until Service Provider has taken such action.
- 5.7.4 The Service Provider shall notify the Employer as soon as reasonably practicable of any spillage or potential spillage of petroleum or any act of pollution or potentially polluting event. For each and any such event the Service Provider shall record the relevant information on the incident report form and shall deliver the completed form to the Employer forthwith.
- 5.7.5 After completion of the entire job as per this Contract and prior to Demobilization, Service Provider shall at its expense satisfactorily dispose off all rubbish, remove all temporary work, equipment and materials belonging to Service Provider and return to Employer warehouse all surplus spares and salvageable Employer supplied materials. Further, the Service Provider can take away the brought out Service Provider supplied surplus Material (i.e. Materials brought by the Service Provider for work/Services at site under Contract, not used by them for work/Services and leftover at the Site) subject to prior written consent of the EIC. The payment made, if any, towards such surplus Material will be recovered from the payment of Service Provider.

Service Provider shall leave the premises in a neat and safe condition. Service Provider shall be required to leave all, sites and surrounding area as it existed at the commencement of Contract.

### 5.7.6 Service Provider shall:

Ensure that the pertinent completed environmental impact studies including the Rapid Environmental Impact Assessment carried out by Employer are made available to its Personnel and to its Sub-Service Providers to develop adequate and proper awareness of the measures and methods of environmental protection to be used in carrying out the job;

Ensure and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the EIC, for the protection of the Services or for the safety and convenience of the public or others.

Ensure that the Contracts entered into between Service Provider and its Sub Service Providers (if allowed) relating to the Services shall include the provisions stipulated herein;

- be responsible for the removal from the Site or for otherwise making safe in accordance with applicable Indian laws and directives any materials generated or released by Service Provider during its activities at the Site which are toxic or similarly hazardous to the health or safety of persons or to the environment;
- be liable for and shall indemnify, protect, defend and hold harmless Employer from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments incurred in connection therewith (including court costs and attorney's fees incurred by Employer) arising out of such toxic or hazardous materials for which the Service Provider is responsible pursuant to this Clause.

### 6.0 DISPUTE RESOLUTION AND ARBITRATION:

#### 6.1 DISPUTE RESOLUTION:

- 6.1.1 IGGL has framed the Conciliation Rules 2019 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on IGGL’s web site [www.iggl.co.in](http://www.iggl.co.in) for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Contract and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2019.
- 6.1.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this Contract shall be settled in accordance with the aforesaid rules.
- 6.1.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/ difference(s) /issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 6.1.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 6.1.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 6.1.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and 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 go for Arbitration in terms of clause no. 6.2. 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.

- 6.1.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties in equal share.
- 6.1.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

### 6.2 ARBITRATION:

- 6.2.1 If the issues/disputes which cannot be resolved through dispute resolution mechanism pursuant to clause no. 6.1, all disputes such shall be referred to arbitration by Sole Arbitrator. The Employer shall suggest a panel of three independent and distinguished persons to the /Service Provider to select any one among them to act as the Sole Arbitrator. In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the Employer shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties. The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and seat/venue shall be **Guwahati, Assam, India**. Subject to the above, the provisions of Indian Arbitration & Conciliation Act 1996 and the Rules and amendment thereof shall be applicable. All matter relating to this Contract are subject to the exclusive jurisdiction of the court situated in **Guwahati**.

Contractor may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

Notwithstanding anything contained contrary in GCC and other Contract Documents, in case it is found that the Bidder/Service Provider indulged in fraudulent/ coercive practices at the time of bidding or during execution of the contract as mentioned in “Procedure for action in case of 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 for banning.

The Bidder/Service Provider understands and agrees that in such cases of banning, the decision of Employer shall be final and binding on such Bidder/Service Provider and the

Arbitration Clause mentioned in the GCC and other Contract Documents shall not be applicable for any issue /dispute arising in the matter.

**6.2.2 SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT (S) THROUGH ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSEs DISPUTES (AMRCD) IN THE DEPARTMENT OF PUBLIC ENTERPRISES:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM) / FTS-1835 dated 22.05.2018.

**6.3 JURISDICTION:**

6.3.1 The Contract shall be governed by and constructed according to the laws in force in India. The Service Provider hereby submits to the jurisdiction of the Courts situated at Guwahati only for the purposes of disputes, actions and proceedings arising out of the Contract and it is agreed that the Courts at Guwahati only will have the exclusive jurisdiction to hear and decide such disputes, actions and proceedings.

**6.4 CONTINUANCE OF THE CONTRACT:**

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the Services in accordance with the provisions under this Contract.

## **PROCEDURE FOR ACTION IN CASE OF CORRUPT /FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES**

### **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. For example, if an agency confirms not being in holiday in IGGL /PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	06 Months

2	Corrupt/Fraudulent (except mentioned 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.	02 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by IGGL	02 years
4	If act of vendor/ contractor is a threat to the National Security	02 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.

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

### **1.0 GENERAL**

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

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

### **2.0 OBJECTIVE**

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

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

### **3.0 METHODOLOGY**

#### **i) Preparation of Performance Rating Data Sheet**

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

#### **ii) Measurement of Performance**

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

#### **iii) Initiation of Measures:**

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.

- iv) Implementation of Corrective Measures:  
Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of IGGL.
- v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

## 4.0 **EXCLUSIONS:**

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

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

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

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

### 5.1 FOR PROJECTS

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

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of a satisfactory reply, the 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 actions as per the provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

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

The Yellow card will be automatically revoked after a period of two years

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

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

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

### 5.2 FOR CONSULTANCY JOBS

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

### 5.3 FOR OPERATION & MAINTENANCE

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

Sl. No.	Performance Rating	Action
1	<b>POOR</b>	Seek explanation for Poor performance
2.	<b>FAIR</b>	Seek explanation for Fair performance
3	<b>GOOD</b>	Letter to the concerned for improving performance in future.
4	<b>VERY GOOD</b>	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 Twof 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.

# General Conditions of Contract - Service



Annexure-1

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (\*\*)

Note :

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

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

Signature of Authorised Signatory:

Name:

Designation:

**INSTRUCTIONS FOR ALLOCATION OF MARKS**

1. **Marks are to be allocated as under :**

**1.1 DELIVERY/ COMPLETION PERFORMANCE**

**40 Marks**

<b>Delivery Period/ Completion Schedule</b>	<b>Delay in Weeks</b>	<b>Marks</b>
<b>a) Upto 03 months</b>	Before CDD	40
	Delay upto 4 weeks	35
	Delay upto 8 weeks	30
	Delay upto 10 weeks	25
	Delay upto 12 weeks	20
	Delay upto 16 weeks	15
	More than 16 weeks	0
<b>b) Above 03 months</b>	Before CDD	40
	Delay upto 4 weeks	35
	Delay upto 8 weeks	30
	Delay upto 10 weeks	25
	Delay upto 16 weeks	20
	Delay upto 20 weeks	15
	Delay upto 24 weeks	10
	More than 24 weeks	0

## 1.2 QUALITY PERFORMANCE

**40 Marks**

**For Normal Cases : No Defects/ No Deviation/ No failure:**

**40 marks**

i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	05 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	05 marks
	2. No. of deviations $\leq 2$	02 marks
	3. No. of deviations $> 2$	0 marks

## 1.3 RELIABILITY PERFORMANCE

**20 Marks**

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	04 marks
ii)	Mobilization of resources as per Contract and in time	04 marks
iii)	Liquidation of Check-list points	04 marks
iv)	Compliance to statutory and HS&E requirements Or, Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	04 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	04 marks

<b>B.</b>	<b>FOR SUPPLIES</b>	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	05 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	05 marks
iii)	Response to various correspondence and conformance to standards like ISO	05 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	05 marks

## 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**

<b>Delivery Period/ Completion Schedule</b>	<b>Delay in Weeks</b>	<b>Marks</b>
<b>a) Upto 03 months</b>	Before CDD	40
	Delay upto 4 weeks	35
	Delay upto 8 weeks	30
	Delay upto 10 weeks	25
	Delay upto 12 weeks	20
	Delay upto 16 weeks	15
	More than 16 weeks	0
<b>b) Above 03 months</b>	Before CDD	40
	Delay upto 4 weeks	35
	Delay upto 8 weeks	30
	Delay upto 10 weeks	25
	Delay upto 16 weeks	20
	Delay upto 20 weeks	15
	Delay upto 24 weeks	10
	More than 24 weeks	0

## General Conditions of Contract - Service



### 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	05 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	05 marks
	2. No. of deviations $\leq 2$	02 marks
	3. No. of deviations $> 2$	0 marks

### 1.3 RELIABILITY PERFORMANCE

**20 Marks**

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	04 marks
ii)	Mobilization of resources as per Contract and in time	04 marks
iii)	Liquidation of Check-list points	04 marks
iv)	Compliance to statutory and HS&E requirements  or  Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	04 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	04 marks

## General Conditions of Contract - Service



<b>B.</b>	<b>FOR SUPPLIES</b>	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	05 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	05 marks
iii)	Response to various correspondence and conformance to standards like ISO	05 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	05 marks

**PROFORMA FOR CONTRACT AGREEMENT**

**LOA No/PO No.:** IGGL/

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

**WHEREAS**

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

**AND WHEREAS**

## ***General Conditions of Contract - Service***



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

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

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

AND

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

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

# General Conditions of Contract - Service



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

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

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

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signed and delivered for and on behalf of **M/s** \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

## IN PRESENCE OF TWO WITNESSES

1. \_\_\_\_\_

2. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

# **SECTION-V**

# **FORM & FORMAT**

### LIST OF FORMS & FORMATS

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

<b>Form No.</b>	<b>Description</b>
F-17	PROFORMA FOR POWER OF ATTORNEY
F-18	UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE SECURITY/ SD WITHIN STIPULATED TIME LINE
F-19	INDEMNITY BOND
F-20	FORMAT FOR COMPLETION CERTIFIACTE
F-21	RA BILL CHECKLIST

**F-1**

**BIDDER'S GENERAL INFORMATION**

To,

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

**GeM Bid No. GEM/2026/B/7550428 (Tender Ref. No.: 05/51/E0085/IGGL/001)**

1	Bidder Name	M/s.....
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others  If Others Specify: _____  [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor/ Partners/ Directors of the firm/company [As per cl.no. 4.0 of Section-III of Tender Document]	1. 2. 3.
3b	Name of Power of Attorney holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office:	City:
		District:
		State:
		PIN/ZIP:
6	Bidder's address where order/contract is to be placed *	City:
		District:
		State:
		PIN/ZIP:

7	Address from where Goods/ Services are to be dispatched/ provided along with GST no. (In case supply of Goods / Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:
8	Telephone Number & Contact Information address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.) Mobile No. : ..... e-mail ID: .....
9	Website	
10	Mobile Number:	_____
11	ISO Certification, if any	[If yes, please furnish details]
12	PAN No.	
13	GST No. (refer sl. no. 7 above)	
14	Whether Micro or Small Enterprise	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by Women	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
15	Whether Bidder is Startup or not	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 49)
	In case of Start-up confirm the following: (i) Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years	

	from the date of its incorporation/ registration]	
(ii)	Whether turnover for any financial years since incorporation/ registration has exceed Rs.100 Crores.	

Note: *\*IGGL intent to place the order/contract directly on the address from where Goods are produced/dispatched. In case, bidder wants order/ contract at some other address or supply of Goods from multiple locations, bidder is required to provide the address on which order is to be placed at sl.no.6 above.*

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**FORMAT F-2**

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

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

**Dear Sir(s),**

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

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

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

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

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

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

WITNESS:

(SIGNATURE)

(NAME)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per

Power of Attorney No. \_\_\_\_\_

Date: \_\_\_\_\_

-----

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB : Clause - 16.2".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Phone from where the Earnest Money Deposit has been issued as per proforma provided below.

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

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

**FORMAT F-2A**

**DECLARATION FOR BID SECURITY**

To,

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

**SUB: TENDER DOCUMENT FOR HIRING SERVICES FOR OBTAINING PESO APPROVAL, CONSENT TO ESTABLISH/ OPERATE & ACQUISITION OF PERMANENT LAND ALONG WITH GEOTECHNICAL INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR DULIAJAN FEEDER LINE PROJECT UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)  
GeM Bid No. GEM/2026/B/7550428 (Tender Ref. No.: 05/51/E0085/IGGL/001)**

Dear Sir

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

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

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

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

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

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

(To be stamped in accordance with the Stamp Act)

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

**Dear Sir(s),**

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

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

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

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

Notwithstanding anything contained herein:



- a) The Insurer’s liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . .  
 . . . . . (currency in words only ) . . . .
- b) This Insurance Surety Bond shall remain in force upto \_\_\_\_\_ (this expiry date should be two months beyond the validity of bid) and any extension(s) thereof; and
- c) The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of .....(indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of Indradhanush Gas Grid Limited under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the Insurer, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

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

Name .....

Designation .....

WITNESS:

(SIGNATURE)  
(NAME)

(SIGNATURE)  
(NAME)

Designation with Insurer Stamp

E-Mail ID:

Telephone/Mobile No. :

Attorney as per

Power of Attorney No. \_\_\_\_\_

Date: \_\_\_\_\_

**(OFFICIAL ADDRESS)**

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

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

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

- d) The expiry date should be arrived at in accordance with "ITB: Clause-16 ".
- e) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".
- f) Bidder must indicate the full postal address of the Insurer along with the Insurer's E-mail / Fax / Phone from where the Insurance Surety Bond has been issued.

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

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

**F-3**

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

**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

**THIS FORMAT SUPERSEDE THE FORMAT OF GEM**

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

**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 7<sup>th</sup> Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam (herein after called the "IGGL" which expression shall wherever the context so require include 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 Indradhanush Gas Grid Limited, in case of default.

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

1. We \_\_\_\_\_ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. \_\_\_\_\_ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to Indradhanush Gas Grid Limited (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 be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
  - c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of .....(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of IGGL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

Name .....

Designation .....

Yours faithfully,

Bank by its Constituted Attorney

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

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank.
2. The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.2 of ITB [Section-III] of Tender Document.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.
4. Supplier 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 BANK GUARANTEE

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

**FORMAT F-3A**  
**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 _____	<b>Insurance Surety Bond No.</b>	
	<b>Date of Insurance Surety Bond</b>	
	<b>Insurance Surety Bond Valid up to (Expiry date)</b>	
	<b>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</b>	
	<b>Stamp Sl. No./e-Stamp Certificate No.</b>	

**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 7<sup>th</sup> 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	<b>INSURANCE SURETY BOND NO</b>	:				
2	<b>VENDOR NAME / VENDOR CODE</b>	:	<b>NAME</b>			
			<b>VENDOR CODE</b>			
3	<b>INSURANCE SURETY BOND AMOUNT</b>	:				
4	<b>PURCHASE ORDER/ LOA NO</b>	:				
5	<b>NATURE OF INSURANCE SURETY BOND</b>	:				
	<b>(Please Tick (√) Whichever is Applicable</b>		<b>PERFORMANCE INSURANCE SURETY BOND</b>	<b>SECURITY DEPOSIT</b>	<b>EMD</b>	<b>ADVANCE</b>
6	<b>INSURER DETAILS</b>	(A)	<b>EMAIL ID</b>	:		
(B)		<b>ADDRESS</b>	:			
(C)		<b>PHONE NO</b>	:			

**F-4**  
**AGREED TERMS & CONDITIONS**

To

M/s Indradhanush Gas Grid Limited

7<sup>th</sup> Floor, NRL Centre, G S Road, Christian Basti, Guwahati, Assam – 781005

**SUB: TENDER DOCUMENT FOR HIRING SERVICES FOR OBTAINING PESO APPROVAL, CONSENT TO ESTABLISH/ OPERATE & ACQUISITION OF PERMANENT LAND ALONG WITH GEOTECHNICAL INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR DULIAJAN FEEDER LINE PROJECT UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)**

**GeM Bid No. GEM/2026/B/7550428 (Tender Ref. No.: 05/51/E0085/IGGL/001)**

This Format duly filled in, signed & stamped must form part of Bidder's Bid and must be submitted in Part –I (Un-priced Bid). Clauses confirmed hereunder need not be repeated in the Bid.

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name Vendor Code of IGGL (if any) and address	Bidder's name: IGGL's Vendor Code: Address:
2.	Bidder furnishes bid security declaration OR EMD/Bid Security details as under a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG] Bidder furnishes bid security declaration [applicable for bidders to whom exemption is allowed as per cl.no.16.9 of Section-III].	
3.	Bidder confirms that the currency of quoted prices is in Indian Rupees.	
4.	Bidder confirms that quoted prices will remain firm and fixed (except where price escalation/variation is allowed in the Tender) till complete execution of the order.	
5.	Bidder confirms that quoted prices are strictly as per Price Schedule format of the GeM.	
6.	Bidder specify the Dispatch Point [Location, Dist. & State from where material will be dispatched]:	
7.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
8.	Bidder confirms that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.	
9.	Bidder confirms that 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	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	with Reserve bank of India as scheduled foreign bank.	
10.	Bidder confirms acceptance to Delivery/Completion Period as per Bid Document	
11.	(i) Bidder confirms acceptance of Price Reduction Schedule (PRS) for delay in delivery as specified in Bid Document. (ii) In case of delay, the bills shall be submitted after reducing the price reduction due to delay (refer PRS Clause).	
12.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections & enclosures). b) Bidder confirms that printed terms and conditions of Bidder are not applicable.	
13.	Bidder confirms that their offer is valid for period specified in BDS from the final 'Bid Due Date'.	
14.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of IGGL or (ii) the bidder is not a firm in which any Director (in Board of Director) of IGGL or their relative is a partner.	
15.	Bidder confirms that all correspondence must be in ENGLISH language only.	
16.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
17.	Bidder 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 (Anti-profiteering clause)	
18.	Bidder confirms that they have included GST (CGST & SGST/ UTGST or IGST ) in Price Schedule of GeM.	
19.	Bidder confirms that GST registration details have been updated on GeM portal.	
20.	Whether in the instant tender items are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST).  If yes, Bidder confirms that they have included GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of GeM	Yes/ No

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
21.	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN) in Bid.	
22.	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.	
23.	Whether bidder is liable to raise E-Invoice as per GST Act.	Yes/No
	If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
24.	Void	
25.	Void	
26.	<p><u>No Deviation Confirmation:</u> It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.</p>	
27.	<p>If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable: "Bidder agrees and acknowledges 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 &amp; 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. Bidder expressly agrees, acknowledges and understands that the Purchaser</p>	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	<p>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, Bidder hereby expressly waives, releases and foregoes 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>	
28.	<p>Bidder hereby confirms that they are not on 'Holiday' by IGGL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of IGGL or the Ministry of Petroleum and Natural Gas.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</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>	
29.	<p>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.</p>	
30.	<p>Bidder confirms that they have read and understood the General Conditions of Contract – Services enclosed at Section-IV &amp; no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC-Services</p>	

31.	<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>	
32.	<p>Bidder confirms that there is no conflict of interest with other bidders, as per clause no. 4.2 of Section-III (ITB) of Tender Document.</p>	
33.	<p>In case of any variance in the terms and conditions between GeM Contract and SAP PO/LOA, the terms and conditions of SAP PO/LOA shall prevail.</p>	
34.	<p>Bidder confirms that as specified in tender that evaluation bids will be based on the confirmations &amp; documents submitted by bidders in the their bid and methodology specified in Section II of tender document irrespective of the status/evaluation on GeM portal and IGGL’s decision in this regard shall be final.</p>	
35.	<p>As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations &amp; documents submitted by the bidder in the their bid irrespective of selection/option made on GeM portal. (<b>Applicable only for MSE Bidders</b>).</p>	
36.	<p>Confirm that, in case of contradiction between the confirmations provided in this format and terms &amp; conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.</p>	

Place:  
Date:

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

**F-5**

**ACKNOWLEDGEMENT CUM CONSENT LETTER**

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

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

**SUB: TENDER DOCUMENT FOR HIRING SERVICES FOR OBTAINING PESO APPROVAL, CONSENT TO ESTABLISH/ OPERATE & ACQUISITION OF PERMANENT LAND ALONG WITH GEOTECHNICAL INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR DULIAJAN FEEDER LINE PROJECT UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)  
GeM Bid No. GEM/2026/B/7550428 (Tender Ref. No.: 05/51/E0085/IGGL/001)**

Dear Sir,

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

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

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

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

Reasons for non-submission of bid:

---

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

**F-6**  
**BIDDER'S EXPERIENCE**

To,

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

**SUB: TENDER DOCUMENT FOR HIRING SERVICES FOR OBTAINING PESO APPROVAL, CONSENT TO ESTABLISH/ OPERATE & ACQUISITION OF PERMANENT LAND ALONG WITH GEOTECHNICAL INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR DULIAJAN FEEDER LINE PROJECT UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)  
GeM Bid No. GEM/2026/B/7550428 (Tender Ref. No.: 05/51/E0085/IGGL/001)**

Sl. No	Description of the Supply/ Services	PO/ Contr-act No. and date	Full Address & phone nos. of Client.	Postal & nos. of	Value of Contract /Order ( <i>Specify Currency Amount</i> )	Date of Commencement	Scheduled Completion /Delivery Period (Months)	Date of Actual Compl-ition	Reasons for delay in execu-tion, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)	

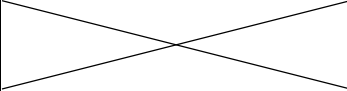
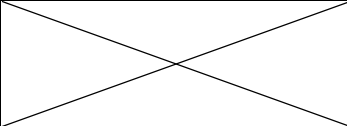
Place: [Signature of Authorized Signatory of Bidder]  
Date: Name:  
Designation:  
Seal:

**Note:**

**Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids. Any new document submitted against representation option provided on GeM portal shall also be not considered for re-valuation of bid.**

**F-7**  
**CHECKLIST**

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 Tender Document has been submitted by them along with their offer/Bid. This, however, does not relieve the Bidder of his responsibilities to make sure that his Bid 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	Confirm that the following details have been submitted in the Un-priced part of the Bid		
i	Covering Letter, Letter of Submission		
ii	Earnest Money Deposit / Declaration for Bid Security		
iii	Duly signed Tender Document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Confirm submission of documents alongwith unpriced bid as per tender requirement (including cl.no.11.1.1 of Section-III).		
2.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
3.0	Confirm that the price part is uploaded in GeM portal.		
4.0	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)		
5.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:


Designation:

Seal:



**F-8**  
**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
<b>Technical BEC</b>					
A.1	Experience	(a) Detailed work order along with Schedule of Rates. (b) Completion certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) only after completion of work in all aspect.  Note: The completion certificates shall have details like work order no. / date, brief scope of work, value of work executed completion date etc.		Yes/No	
Note to A (i)	Jobs executed for Subsidiary / Fellow subsidiary / Holding company	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company.		Yes/No	
<b>Financial BEC</b>					
B	BEC (Financial)	A certificate for financial capability of the bidder from Practicing Chartered Accountant in prescribed format [Format F-10] as provided in the Tender Document.	Submitted	Yes/No	
B.1	Average Annual Turn-over	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of three (3) preceding Financial Year(s) along with un-price bid.	Submitted  (Mention specific year..... )	Yes/No	

B.2	Net Worth	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of last Financial Year along with un-price bid.	Submitted (Mention specific year .....)	Yes/No	
B.3	Working Capital	<p>Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit &amp; Loss Account Statement] alongwith Audit Report for the last audited Financial Year along with un-price bid.</p> <p>Note: If the bidder’s working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores (or equivalent in USD), confirming the availability of line of credit for working capital amount, irrespective of overall position of the working capital, mentioned herein above. The line of credit letter from bank to be submitted strictly as per format at F-9.</p> <p>Declaration Letter/Certificate for line of credit due to shortfall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder.</p> <p>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.</p> <p><b>The original document for “Line of Credit” should be submitted along with other physical documents required as per terms and conditions of tender.</b></p>	<p>Submitted (Mention specific year..... )</p> <p>Submitted/ Not Applicable (Bidder to tick appropriate option)</p>	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  
7<sup>th</sup> Floor , NRL Centre , G S Road, Christian Basti , Guwahati , Assam – 781005

Dear Sir,

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

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

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

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

Yours truly

for ..... (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Email Id :

Contact No. :

Stamp

**Note:**

This Declaration Letter for line of credit shall be from single bank only. 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.

(Page 2 of 2)



**F-11**

**BIDDER'S QUERIES FOR PRE BID MEETING**

To,

M/s Indradhanush Gas Grid Limited

7<sup>th</sup> Floor , NRL Centre , G S Road, Christian Basti , Guwahati , Assam – 781005

**SUB: TENDER DOCUMENT FOR HIRING SERVICES FOR OBTAINING PESO APPROVAL, CONSENT TO ESTABLISH/ OPERATE & ACQUISITION OF PERMANENT LAND ALONG WITH GEOTECHNICAL INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR DULIAJAN FEEDER LINE PROJECT UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)**

**GeM Bid No. GEM/2026/B/7550428 (Tender Ref. No.: 05/51/E0085/IGGL/001)**

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

**NOTE: The Pre-Bid Queries may be sent by fax / e-mail before due date for receipt of Bidder's queries in terms of Clause No. 8.1 of ITB.**

**SIGNATURE OF AUTHORISED REPRESENTATIVE OF BIDDER:**

\_\_\_\_\_

**NAME OF BIDDER :** \_\_\_\_\_



**F-12**

**E-Banking Mandate Form**

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

**BANK CERTIFICATE**

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

Bank stamp

Date

(Signature of authorized officer of bank)

**F-13**

**FREQUENTLY ASKED QUESTIONS (FAQs)**

<b>SL.NO.</b>	<b>QUESTION</b>	<b>ANSWER</b>
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for GeM.	Refer training module presentations and FAQs as available on GeM Portal.
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 38 of Instructions to Bidders of Tender Document.
7.0	Are there are any benefits available to Startups?	Refer Clause No. 46 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.

**F-14**

**INTEGRITY PACT**

# INTEGRITY PACT

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



Page 1 of 10

## INTEGRITY PACT

### INTRODUCTION:

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

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

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



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

**I COMMITMENTS AND OBLIGATIONS OF THE “COUNTER PARTY”**

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

**II VIOLATIONS & CONSEQUENCES:**

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



## **INDEPENDENT EXTRNAL MONITORS (IEMS)**

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

- i) **Shri Shyam Nandan Prasad, Director-Marketing, Coal India Ltd. (Retd.)**  
(E-mail Id: [shyamnandanprasad@yahoo.com](mailto:shyamnandanprasad@yahoo.com))
- ii) **Smt. Madhu Sharma, IFoS (Retd.)**  
(E-mail Id: [madhulsharma@yahoo.com](mailto:madhulsharma@yahoo.com))

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



**INTEGRITY PACT**

(To be executed on plain paper)

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

AND

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

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

**PREAMBLE**

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

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

**Section I –Commitments of the Principal**

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

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

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

Page5of10



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

### Section 2–Commitments of the Bidder(s)/Contractor(s)

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



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

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

### **Section 4 –Compensation for Damages**

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

### **Section 5–Previous transgression**

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

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

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

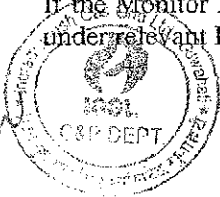


**Section 7–Criminal charges against violating Bidder(s)/Contractor (s)/Sub-contractor(s)**

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

**Section 8–Independent External Monitor/Monitors**

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



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

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

#### **Section 9–Pact Duration**

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

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

#### **Section 10–Miscellaneous provisions**

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



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

-----

(For & on Behalf of Principal)

(Office Seal)

-----

(For & on Behalf of Bidder/ Contractor)

(Office Seal)

Place .....

Date .....

Witness1:

(Name & Address)

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

Witness2:

(Name & Address)

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





**F-15**

**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 Indradhanush Gas Grid Limited  
7<sup>th</sup> Floor , NRL Centre , G S Road, Christian Basti , Guwahati , Assam – 781005

**SUB: TENDER DOCUMENT FOR HIRING SERVICES FOR OBTAINING PESO APPROVAL, CONSENT TO ESTABLISH/ OPERATE & ACQUISITION OF PERMANENT LAND ALONG WITH GEOTECHNICAL INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR DULIAJAN FEEDER LINE PROJECT UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)**

**GeM Bid No. GEM/2026/B/7550428 (Tender Ref. No.: 05/51/E0085/IGGL/001)**

**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:

**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 Indradhanush Gas Grid Limited (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 Indradhanush Gas Grid Limited (IGGL).

We further absolve Indradhanush Gas Grid Limited (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 Service Provider]
Date:	Name:
	Design
	ation:
	Seal:



**Format F-17**  
**POWER OF ATTORNEY**  
**(to be submitted on the letter-head of company)**

**SUB: TENDER DOCUMENT FOR HIRING SERVICES FOR OBTAINING PESO APPROVAL, CONSENT TO ESTABLISH/ OPERATE & ACQUISITION OF PERMANENT LAND ALONG WITH GEOTECHNICAL INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR DULIAJAN FEEDER LINE PROJECT UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)  
 GeM Bid No. GEM/2026/B/7550428 (Tender Ref. No.: 05/51/E0085/IGGL/001)**

Name of Bidder: \_\_\_\_\_

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

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

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

SIGNATURE OF THE LEGAL PERSON

\_\_\_\_\_  
 (Name of person with Company seal)



SIGNATURE OF THE AUTHORIZED PERSON/(S)

\_\_\_\_\_

**(Name of person)**

E-mail id: .....

Digital token no. used for uploading the bid: .....

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



**F-18**

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

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

**SUB: TENDER DOCUMENT FOR HIRING SERVICES FOR OBTAINING PESO APPROVAL, CONSENT TO ESTABLISH/ OPERATE & ACQUISITION OF PERMANENT LAND ALONG WITH GEOTECHNICAL INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR DULIAJAN FEEDER LINE PROJECT UNDER NORTH EAST GAS GRID (NEGG) PROJECT OF M/S INDRADHANUSH GAS GRID LIMITED (IGGL)  
GeM Bid No. GEM/2026/B/7550428 (Tender Ref. No.: 05/51/E0085/IGGL/001)**

**Dear Sir,**

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

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

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

**INDEMNITY BOND****INDEMNITY BOND**

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

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

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

AND THE CONTRACTOR hereby further agrees with IGGL that:

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



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

SIGNED BY :

For [ *Contractor* ]

*Authorised Representative*

Place:

Dated:

Witnesses:

- 1.
- 2.



**F-20**  
**COMPLETION CERTIFICATE**  
**ON LETTER HEAD**

Ref.: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx  
 DD.MM.YYYY

Date:

**COMPLETION CERTIFICATE**

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

**Contractual Completion Date**

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

**Actual Completion Date**

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

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



Charge.

(xxxxxxxxxxxxx)  
Engineer – In – Charge

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

**FORMAT F-21**  
**CHECKLIST FOR RUNNING BILLS**

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

**FORMAT F-21**  
**CHECKLIST FOR RUNNING BILLS**

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

**NOTE :-**

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

FOR CONTRACTOR

FOR PMC / IGGL

**SECTION-VI**

**SPECIAL CONDITION OF**

**CONTRACT**

## **1.0 GENERAL**

- 1.1 Special Conditions of Contract shall be read in Conjunction with the General Conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his own cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.5 It will be the Contractor's responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the work (s) or making the supply with reference which the conflict exists.

## **2.0 TIME OF COMPLETION**

- 2.1 *The overall time period for completion of the work shall be 20 Months from the date of issue of FOA.* The period of completion given includes the time required for mobilization. The rates indicated in the Schedule of Rates shall accordingly remain valid for the said period and shall not undergo any variation whatsoever. However, the work shall be executed strictly as per Time Schedule explained below. The period of completion given includes the time required for mobilization if any and in all respects to the entire satisfaction of the Engineer-in-charge.
- 2.2 A joint program for execution of work shall be prepared by the Contractor in consultation with Engineer-in-charge. This program will take into account the time of completion mentioned below. The Contractor shall strictly adhere to this Targets.

### 2.3 TIME SCHEDULE FOR OBTAINING NOC

Sl. No.	NOC for	Time Period start from the date of Intimation by EIC
1	Obtaining Consent to Establish under Water and Air Act from State Pollution Control Board	04 months
2	Obtaining Consent to Operate under Water and Air Act from State Pollution Control Board	04 months

### 2.4 TIME SCHEDULE FOR PESO APPROVAL

Sl. No.	Approval from	Time Period start from the date of Intimation by EIC
1	Obtaining PESO Approval before execution and after submission of application to CCE Nagpur	02 months
2	Obtaining PESO Approval before Charging/Commissioning and after submission of application to CCE Nagpur	02 months

### 2.5 TIME SCHEDULE FOR THE LAND ACQUISITION

Sl. No.	1. SERVICES FOR PERMANENT LAND ACQUISITION THROUGH PRIVATE/ DIRECT NEGOTIATION:	Time Period in (days)
1(a)	Mobilization	14 days from date of issue of FOA
1(b)	Identification of land/plot with alternative 3 options, depending upon site location and selection of most suitable land/plot and obtaining of revenue records such as Khatauni/Jamabandi/ LPC (land possession certificate), Khasra, X- Sizara/ village- map, identification of survey no(s) on field and ascertaining ownership of land /plot to be purchased.	Maximum 28 days from the date of issue of FOA

1(c)	Obtaining In-principle consent from the landowners, establishing correctness of ownership, establishing share of landowners, obtaining revenue records such as Non-Encumbrance Certificate, Search Report minimum 30 years, obtaining of DLC /Circle rates of land, obtaining of sale deeds of similar type of land situated in the nearest village or vicinity area during immediately preceding 03 years of the year in which purchase of land is proposed to be made.	14 days from the date of finalization of the plot/ land by IGGL
1(d)	Signing of rate agreement and consent to Sell, measurement/ demarcation of land by State Govt. revenue, obtaining the reports of measurement, obtaining of statutory NOC's, approvals from authorities concerned, Legal Vetting by Advocate etc. before registration of land in the name of IGGL.	21 days from the date of completion of activities under 1(c)
1(e)	Obtaining Non-Agricultural Approval for the land to be purchased from concerned Collector /District Magistrate, as the case may be, Obtaining Town Planning Approvals from concerned authorities involved statutory authority like Urban /Local body, if applicable, Preparing draft of sale deeds, vetting by IGGL and advocate, liaisoning with Registrar /Sub- Registrar office and Tehsil officials for execution of sale deeds.	21 days from the date of completion of activities under 1(d)
1(f)	Physical Possession of land, Execution of sale deed and Registration in the name of IGGL.	14 days from the date of completion of activities under 1(e)
1(g)	Mutation of land in Revenue Records.	60 days from the date of completion of activities under 1(f)
<b>Total</b>		<b>Within 172 days (Maximum)</b>

Sl. No.	2. SERVICES FOR PERMANENT LAND ACQUISITION THROUGH GOVT. PROCEDURE.	TIME PERIOD IN (DAYS)
2(a)	Mobilization	14 days from date of issue of FOA
2(b)	Identification of land /plot with alternative minimum 3 options, depending upon site location and selection of most suitable land/plot and obtaining of revenue records such as Khatauni/Jamabandi/LPC, Khasra, X- Sizar/ village- map, identification of survey no(s) on field and ascertaining ownership of land /plot to be purchased.	Maximum 28 days from the date of issue of FOA

2(c)	(i) Obtaining In-principle consent from the landowner(s), Preparation of proposal and its submission to respective authorities. (ii) Follow up with concerned authorities for assistance & compliance of section (4), (5), (6), (7), (8) of RFCTLARR Act 2013 as the case may be.	21 days from the date of approval of the plot/land by IGGL
2(d)	(i) Follow up for Publication of Notification under Section (11), Hearing of objections U/s (15) and compliance of section (17), (18), (19) of RFCTLARR Act 2013 wherever required. (ii) Assistance for serving notices to persons interested compliance of Section (22), (23) of RFCTLARR Act 2013.	42 days from the date of completion of activities under 2(c)
2(e)	(i) Follow up for determination of market value of land, amount of compensation, the value of things attached to land and award of solatium u/s (26) to (30) respectively of RFCTLARR Act 2013. (ii) Follow up with authority concerned for compliance of section (33) to (38) respectively of RFCTLARR Act 2013.	21 days from the date of completion of activities under 2(d)
2(f)	Physical Possession of land, and all other miscellaneous activities related to Acquisition of Permanent Land under RFCTLARR Act, 2013.	21 days from the date of completion of activities under 2(e)
2(g)	Mutation of land in Revenue Records and Change of Land Use (CLU), wherever required.	60 days from the date of completion of activities under 2(f)
<b>Total</b>		<b>Within 207 days (Maximum)</b>

<b>Sl. No.</b> 4	<b>Obtaining Non-Agricultural Permission for the finalized plot from concerned Authority</b>	<b>50 days from the date of completion of activities under 1(g) or 2(g)</b>
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- 2.6 Each Item mentioned in Clause No. 2.5 above shall be executed once only for each location. If processing of any item fails at any stage during execution of the work for a particular location and if previous stages are required to process again for acquisition/purchasing of new land piece as per instruction of EIC/ LA Committee, then separate approval will be given by the Owner for such items pertaining to time period and payment too.
- 2.7 Further to the provisions contained in clause Nos. 2.3 ,2.4 & 2.5 above, the Owner shall have the right to terminate the contract at any time by serving one month notice in writing to the Contractor. The Contractor shall not be entitled to any additional compensation for such termination in that event.

### **3.0 DRAWINGS AND DOCUMENTS:**

#### **3.1 *For Obtaining Consent to Establish/Operate***

The work shall be carried out as per drawings/specifications issued/ approved by the Engineer- in-charge during the course of execution of work. Detailed drawings (wherever required) based on which actual execution of work is to proceed will be prepared by the contractor for IGGL approval before the start of work.

#### **3.2 **For Permanent Acquisition of Land****

All activities assigned to the contractor including laid down procedure of permanent land acquisition through direct negotiations and Govt./Forest Acquisitions shall be undertaken as per instruction of Land Acquisition Committee and EIC of IGGL. After every meeting, a deliberation note shall be prepared and duly signed and shall be submitted by the contractor to EIC/committee members.

The proposal/application/ details of questioned land shall be approved by the EIC / IGGL official/committee during the course of execution of work. The proposals/ applications/ drawings/ maps / details etc. shall be prepared by contractor.

### **3.3 **TIME SCHEDULE FOR TOPOGRAPHICAL SURVEY & GEOTECHNICAL INVESTIGATION OF PLOTS****

The Completion period for this work shall be as follows:

The survey shall be conducted at different plot locations simultaneously. The bidder has to mobilize sufficient manpower within five (5) days of the date of issue of FOA or handing over of Plot for survey activity whichever is later to complete the survey work.

The time schedule for completing all field activities including submission of Final drawings and reports for each location shall be 42 (Forty-Two) Days from the date of handing over of individual plot for survey activity.

However, the bidder has to submit the Draft drawings and reports for the Plots in order of handover of the plots within 35 (Thirty-Five) days from the date of handover of individual plot.

- 3.3.1** Unless otherwise provided in this contract, the bidder shall not be entitled to any extension of time for completion of survey as stipulated in paragraph above except under force majeure conditions.

### **4.0 TERMS OF PAYMENT**

#### **4.1 **OBTAINING PESO APPROVAL, CONSENT TO ESTABLISH/OPERATE****

## **AND ACQUISITION OF PERMABENT LAND OF PLOTS**

- a. Refer to "Schedule of Rates" for payments against every milestone under the following heads:
  - i. Consent to Establish/Operate from State Pollution Control Board
  - ii. Obtaining approval from PESO
  - iii. Permanent Land Acquisition for SV/IP/RT/DT (Sizes 60m x60m and 100mX100m)-Services for Permanent Land Acquisition through Private / Direct Negotiation/ through Govt. Procedure
  - iv. Obtaining Non-Agricultural Permission for the finalized plot from concerned Authority.
- b. Payments shall be made by IGGL within 15 days, after satisfactory completion of the job for the work actually done and submission of bill on monthly basis in triplicate by the contractor to the Engineer-In-Charge through electronic mode (e-banking)/ NEFT/RTGS/Cheque. Bidder shall furnish his E-Bank A/C No. including Bank Code and Name & Address of the Banker in the format given in the Bidding document to enable release of payment of running bills through e-banking.
- c. If at any stage, it is decided by EIC not to carry out any milestone activity & subsequent activities as above, then the payment towards those milestone activities shall not be admissible to the contractor. Further, any extra claim on account of this shall not be admissible.
- d. Payment will be made after deduction toward TDS and other taxes as applicable.
- e. Payment shall be made based on work done & certification on completion of all contractual obligation accepted by EIC.
- f. Final payment will be released upon submission of No Objection Certificate and Indemnity Bond in the prescribed formats attached as Appendix-I & Appendix-II respectively.

### **4.2. TOPOGRAPHICAL SURVEY & GEOTECHNICAL INVESTIGATION OF PLOTS**

Payment shall be released to contractor against certification by Engineer-In-Charge after affecting the necessary deductions if any. The basis for payment against various items shall be as per Following:

#### **4.2.1 RA bill Payment.**

- a) For SOR Item No 5 & 6: -
  - 1) 60% Payment on completion of fieldwork and submission of draft report along with draft drawings.
  - 2) 30% Payment on submission of final reports along with final drawing/ documents duly accepted by EIC.

**3) Final Payment-** Balance 10% against all items of Price Schedule shall paid upon submission of Completion Certificate for the work awarded and valid copy of CPBG.

## **5.0 INSURANCE**

As per Clause no. 4.5 of GCC (Service).

## **6.0 MOBILIZATION PERIOD, SURVEY EQUIPMENT, SITE ORGANIZATION, MANPOWER DEPLOYMENT**

### **6.1 Mobilization Period**

The mobilization of man and equipments, as explained below, must be made within 14 (fourteen) days from the date of issue of FOA.

### **6.2 Survey Equipment**

If required the Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, deploy survey equipment for generation of Cross-Sectional Drawings. The survey equipment like DGPS, GPS, Total stations etc. have to be of standard make with adequate accuracy and with latest calibration certification. Any equipment not found suitable shall have to be replaced with desired quality equipment as instructed by EIC.

### **6.3 Site Organization and Manpower Deployment**

The tenderer shall submit the details of Organization proposed by him at the site of work for the implementation of the works under the contract, together with bio-data of the key personnel. The contractor shall however without prejudice to his overall responsibility to execute and complete the works as per specifications and time schedule progressively, deploy adequate qualified and experienced personnel together with skilled/unskilled manpower and augment the same depending on the exigencies of work to suit the survey schedule without any additional cost to IGGL.

Minimum 01 (one) number of designated manpower must be deployed against every station as per scope of work.

The contractor or his authorized representative shall be available at the site at all times, during the progress of the work. The contractor shall ensure that an adequate number of supervisors is present from his side for supervision of the works during execution period.

## **7.0 SUBSEQUENT LEGISLATION**

All duties, taxes, fees, charges, expenses, etc. (except where otherwise expressly provided in the Contract) as may be levied/ imposed in consequence of execution of the works or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force shall be to Contractor's account. However, any new taxes /duties imposed after the date of submission of last price bid & up to Contractual Completion date shall be to the IGGL's account but such Taxes /duties imposed beyond Contractual Completion date shall be to the Contractor's account. However if such new taxes etc. are in substitute of existing taxes, it will be considered on merit of each case.

## **8.0 COMPLETION DOCUMENTS**

Contractor shall submit the documents as listed in Scope of Work as a part of completion document. These documents will be in addition to those mentioned in General Conditions of Contract.

## **9.0 PRICE REDUCTION SCHEDULE (PRS)**

Shall be as per clause no. 2.22 of GCC-Services

## **10.0 DEFECT LIABILITY PERIOD**

Shall be as per clause no. 3.5 of GCC-Services

## **11.0 WORKS CONTRACT**

The work covered under this contract shall be treated as "Service Contract".

## **12.0 FIRM PRICE:**

The quoted prices shall be firm and shall not be subjected to price escalation till the work is completed in all respects.

## **13.0 MOBILIZATION ADVANCE:**

No mobilization advance will be paid to the Contractor for execution of this work.

## **14.0 EXTENDED STAY COMPENSATION:**

No Extended Stay compensation will be payable.

## **15.0 ADDITIONAL WORKS / EXTRA WORKS:**

IGGL reserves the right to execute any additional works/extra works, during the

execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decisions taken by IGGL, the contractor is required to extend necessary co- operation, and act as per the instructions of Engineer-in-Charge. Contractor shall execute additional works/extra works (up to 20% of the contract awarded) within the same rates, terms and Conditions of the contract.

**16.0 ABNORMALLY HIGH-RATE ITEMS (AHR ITEMS):**

Shall be as per clause no. 39 of ITB

**17.0 DEDUCTION FOR NON- PERFORMANCE/ INCOMPLETE PERFORMANCE OF INDIVIDUAL SOR ITEMS:**

Notwithstanding the provisions of PRS and other conditions of the Contract, in case of non-performance, incomplete performance, deficient performance, or failure of the Contractor to achieve the intended objective of any individual Schedule of Rates (SOR) item, IGGL / MECON shall have the right to impose deduction against the respective SOR item as detailed below:

17.1 Payment against each SOR item shall be released only upon successful completion of the respective activity in all respects and acceptance by the Engineer-in-Charge (EIC) except for SOR line item no 5 & 6

17.2 In the event of:

- Non-completion of the activity,
- Submission of incomplete/incorrect documents,
- Rejection of submissions by statutory authorities due to Contractor’s lapse,
- Failure to obtain approval/clearance due to inadequate follow-up or deficient documentation,
- Requirement of repeated corrections/rework attributable to the Contractor,
- Failure to achieve intended deliverables under the respective SOR item,

IGGL shall have the right to impose deduction as specified below, depending upon the extent of deficiency/non-performance.

17.3 The following deductions may generally be applied by the EIC:

Sl. No.	Nature of Deficiency	Deduction Applicable
1	DELAY IN PROVIDING “CONSENT TO ESTABLISH/OPERATE FROM STATE POLLUTION CONTROL BOARD” AS PER	Rs. 2,000/- per week per permission

	TIMELINE PROVIDED IN THE CONTRACT.	
2	DELAY IN PESO APPROVAL FROM CHIEF CONTROLLER OF EXPLOSIVES, NAGPUR AS PER TIMELINE PROVIDED IN THE CONTRACT.	Rs. 2,000/- per week per permission
3	PERMANENT LAND ACQUISITION FOR SV/IP/RT/DT AS PER TIMELINE PROVIDED IN THE CONTRACT	Rs. 2,000/- per week per permission
4	OBTAINING NON-AGRICULTURAL PERMISSION FOR THE FINALIZED PLOT FROM CONCERNED AUTHORITY. AS PER TIMELINE PROVIDED IN THE CONTRACT	Rs. 2,000/- per week per permission
5	TOPOGRAPHICAL SURVEY AS PER TIMELINE PROVIDED IN THE CONTRACT	Rs. 2,000/- per week per location against the defined milestone in the tender
6	GEOTECHNICAL INVESTIGATION IN PLOTS AS PER TIMELINE PROVIDED IN THE CONTRACT	Rs. 2,000/- per week per location against the defined milestone in the tender

- 17.4 In case IGGL is compelled to engage alternate agency/services for completion/correction of the activity due to Contractor's non-performance, the additional cost incurred by IGGL / MECON shall also be recoverable from the Contractor in addition to the above deductions.
- 17.5 Deduction under this clause shall be independent of PRS clause mentioned in the tender.
- 17.6 The decision of the Engineer-in-Charge regarding adequacy of performance, extent of deficiency, and quantum of deduction shall be final and binding on the Contractor.
- 17.7 The parties both IGGL and the contractor hereby mutually agree and acknowledge that timely completion of each activity/SOR item is the essence of the Contract. Any delay, non-performance, deficient performance, or failure in achieving the intended deliverables by the Contractor shall adversely affect the overall project schedule, statutory compliance, and associated downstream activities of IGGL. Accordingly, the deductions/penalties stipulated herein against individual SOR items are agreed to be a genuine pre-estimate of the loss likely to be suffered by IGGL/MECON on account of such delay or non-performance attributable to the Contractor. The Contractor expressly agrees that such deductions are reasonable, mutually agreed, and commensurate with the anticipated losses and administrative impact on the Project, and the same shall be recoverable by IGGL / MECON without the requirement of proving actual damages.

## **18.0 STATUTORY APPROVALS**

The approvals from any statutory authority (if, required) shall be the contractor's responsibility unless otherwise specified in the tender document. The application on behalf of the IGGL for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor.

The inspection of the works by the authorities (if, required) shall be arranged by the Contractor and necessary coordination and liaison work in this respect shall be the responsibility of the contractor. However statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actual by the IGGL to the contractor on production of documentary evidence.

Any change/addition (if, required) to be made to meet the requirements of the statutory authorities shall be carried out by the contractor free of charge. The inspection and acceptance of the work by statutory authorities shall, however, not absolve the contractor from any of his responsibilities under this contract.

## **19.0 LABOUR LICENSE:**

In addition to clause no. 5.1 of GCC following is added:

Before starting of work at the site, Contractor shall obtain a license from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970, and furnish a copy of the same to Owner.

Contractor shall submit the payment proof of Labour Cess as applicable against the executed value of the contract. Labour cess amount shall be reimbursed after submission of proof of the payment of the same.

## **20.0 EMPLOYEE PROVIDENT FUND:**

In addition to clause no. 5.1 of GCC following is added:

The Contractor is to fulfill statutory obligations regarding Employees Provident Fund.

The contractor (s) are required to submit copies of Electronic Challan cum Return (ECR)/ Electronic Challan along with On-Line Uploaded list of contract Workers /members for the proof of remittance of Provident Fund (PF) and Employee State Insurance (ESI) contributions with respective authorities for the contract workers engaged by him in IGGL while submitting monthly bills.

## **21.0 SUPERVISION OF WORK**

The contractor or his authorized representative shall be available at the site all

times, during the progress of the work. The contractor shall ensure that an adequate number of the supervisor is present from his side for supervision of the works during execution period.

## **22.0 SOR QUANTITY**

The Quantities mentioned in Schedule of Rate (SOR) are tentative. These may increase or decrease during the execution of the contract. For execution of any increase quantity, beyond the SOR quantities, shall be executed at same rates, terms and conditions. **“In case of AHR items, beyond awarded quantity, both quantity & rate approval needs to be done”**

## **23.0 COMPUTERIZED CONTRACTORS BILLING SYSTEM**

21.1 Without prejudice to stipulation in General Conditions of Contract, Contractor should follow following billing system.

21.23 The bills will be prepared by the contractors on their own PCs as per the standard formats and codification scheme proposed by IGGL/MECON. The contractors will be provided with data entry software to capture the relevant billing data for subsequent processing. Contractors will submit these data to IGGL/MECON in an electronic media along with the hard copy of the bill, necessary enclosures and documents. The contractor will also ensure the correctness and consistency of data so entered with the hard copy of the bill submitted for payment.

21.3 Employer/Consultant will utilize these data for processing and verification of the Contractor's bill and payment."

## **24.0 COORDINATION WITH OTHER AGENCIES**

Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor. Proper coordination with other agencies will be Contractor's responsibility. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding on the Contractor.

## **25.0 SINGLE POINT RESPONSIBILITY**

The entire work as per scope of work covered under this contract shall be awarded on single point responsibility basis.

## **26.0 BONUS FOR EARLY COMPLETION**

The Bonus for early completion shall not be applicable in this Contract.

## **27.0 JOINTS MEASUREMENT OF WORK EXECUTED, BILLING, INVOICE AND PAYMENTS.**

Measurement shall be recorded as per the methods of measurement spelt out in Specification/Contract Documents. The PMC/IGGL site engineer/DGM/CM will check the measurement as recorded in the Measurement Books/Bills.

## **28.0 COMPLETION CERTIFICATE**

"Engineer-in-charges against the contract shall be RCM of PMC, however, the completion certificate shall be issued by IGGL. The provisions of GCC are modified to this extent."

## **29.0 PRADHAN MANTRI SURAKSHA BIMA YOJANA (PMSBY) AND PRADHAN MANTRI JEEVAN JYOTI BIMA YOJANA (PMJJBY)**

Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of IGGL. The cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence/proof to IGGL in this respect and Contractor shall suitably consider the same in their bid.

Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years.

## **30.0 E-MEASUREMENT**

IGGL will process the Bills with MB through E-Measurement Portal available in IGGL INTRANET under Project Department. Accordingly, Contractor is required to forward the RA

# **SECTION-VII**

# **SCOPE OF WORK**



IGGL

**HIRING SERVICES FOR OBTAINING PESO APPROVAL,  
CONSENT TO ESTABLISH/ OPERATE & ACQUISITION  
OF PERMANENT LAND ALONG WITH GEOTECHNICAL  
INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR  
DULIAJAN FEEDER LINE**



**MECON LIMITED**

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IGGL

**HIRING SERVICES FOR OBTAINING PESO APPROVAL,  
CONSENT TO ESTABLISH/ OPERATE & ACQUISITION  
OF PERMANENT LAND ALONG WITH GEOTECHNICAL  
INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR  
DULIAJAN FEEDER LINE**



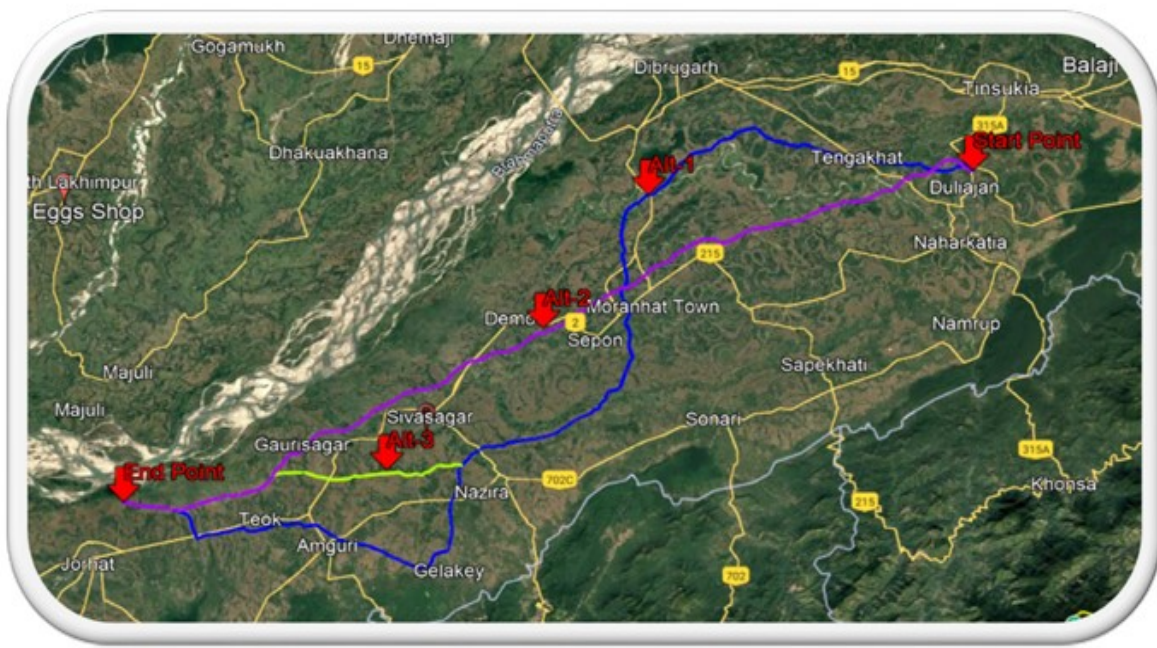
MECON LIMITED



**1.0 PROJECT DESCRIPTION**

Brief project details: Indradhanush Gas Grid Limited (IGGL) is a joint venture of IOCL, ONGC, GAIL, OIL and NRL. IGGL was incorporated on the 10th of August 2018, towards implementing the Hydrocarbon Vision 2030 for North-East India released by the Ministry of Petroleum & Natural Gas (MoP&NG) in 2016. Indradhanush Gas Grid Limited (IGGL) has been entrusted to develop North East Gas Grid (NEGG) Pipeline Network in North East region, in line with Hydrocarbon Vision 2030 for Northeast and the same is already under execution. Further, NEGG is proposed for expansion up to Duliajan for transporting Natural gas from Duliajan to NEGG along with associated facilities under DULIAJAN FEEDER LINE Project.

The segment between Dispatch Terminal, Duliajan and NEGG of 24" x 186 KM (approx.) length. The pipeline route passes mostly through agricultural terrain crosses National/ State Highways, Rivers and Railways. Estimated 9 Nos. of SV stations along with Dispatch, IP and Tap Offs are proposed along the route. Numbers and Locations of SV stations are tentative and shall be finalized during a detailed route survey based on PDI survey report, PNGRB regulations, Crossing Methodology availability of land and approach to SVs etc.

Schematic of Pipeline route is indicated below-



 <b>IGGL</b>	<b>HIRING SERVICES FOR OBTAINING PESO APPROVAL,          CONSENT TO ESTABLISH/ OPERATE &amp; ACQUISITION          OF PERMANENT LAND ALONG WITH GEOTECHNICAL          INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR          DULIAJAN FEEDER LINE</b>	 <b>MECON LIMITED</b>
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**2.0 BRIEF OF WORK**

**2.1 OBTAINING PESO APPROVAL, CONSENT TO ESTABLISH/OPERATE**

The services for obtaining Consent to establish/Operate under Air (Prevention and Control of Pollution) Act 1981 and Water (Prevention & Control of Pollution) Act 1974 Act from State Pollution Control Board are required to be carried out for the Duliajan Feeder Line covering the state Assam.

**2.2 ACQUISITION OF PERMANENT LAND and CARRYING OUT GEOTECHNICAL INVESTIGATION & TOPOGRAPHICAL SURVEY**

Services for acquiring Permanent land for IGGL's Pipeline installations viz. SV/IP/RT etc. for Duliajan Feeder Line enroute in the state of Assam through Direct Negotiations and/or, Govt./Forest Procedure as per Approved Land Acquisition Policy of IGGL. Carrying out Services for land acquisition for SV/IP/RT stations, Topographic Survey of lands for SV/DT/IP/RT Stations, Soil Investigation, field Investigation & Laboratory Tests.



Land shall be purchased for stations as per the following requirements:  
 For Tap-Offs and SVs: 60 m × 60 m  
 For DTs, IPs, and RTs: 100 m × 100 m

The identified land shall be in regular shape and the dimensions should not vary more or less than 15 % of the dimensions mentioned above.

The land shall be approachable in all season by motorable road. If the identified land is not adjacent to motorable road, additional land shall be purchase for approach road.

Summary of various stations (tentative) envisaged in the proposed Duliajan feeder Line are as under:

<b>Sl. No.</b>	<b>Type of Station</b>	<b>Estimated Chainage (Km)</b>
<b>Duliajan-Jorhat Pipeline (Duliajan Feeder Line) – 186 Km</b>		
1	Dispatch Terminal, Duliajan (not to be acquired)	Ch. 0.00
2	Future Tap-off point (Pavojan)	Ch. 9.00
3	SV-01	Ch. 16.00
4	SV-02	Ch. 32.00
5	Dispatch Terminal at Lepetkata	Ch. 50.00
6	SV-03	Ch. 66.00

 <b>IGGL</b>	<b>HIRING SERVICES FOR OBTAINING PESO APPROVAL,          CONSENT TO ESTABLISH/ OPERATE &amp; ACQUISITION          OF PERMANENT LAND ALONG WITH GEOTECHNICAL          INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR          DULIAJAN FEEDER LINE</b>	 <b>MECON LIMITED</b>
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7	SV-04	Ch. 82.00
8	IP	Ch. 98.00
9	SV-05	Ch. 114.00
10	SV-06	Ch. 130.00
11	SV-07	Ch. 146.00
12	SV-08	Ch. 162.00
13	SV-09	Ch.178.00
14	Receiving Terminal at Jorhat	Ch. 186.00

### 2.3 OBTAINING PESO APPROVAL



The transport of petroleum by pipe lines is governed by statutory requirements as laid down in Part V of Chapter III under Petroleum Rules, 2002. Approval from Petroleum and Explosives Safety Organization (PESO) is required at specific stages of a cross-country pipeline project, primarily to ensure compliance with safety regulations under the Petroleum Rules and relevant OISD standards. PESO approval is required prior to commencement of construction of the pipeline, before charging/commissioning the pipeline & in Case of Modifications/Expansion. The scope of work includes providing services for end-to-end liaisoning for obtaining necessary approvals from the Petroleum and Explosives Safety Organization (PESO) for the proposed cross-country pipeline project.

For ease of execution, each land/plot acquisition has been split into different SOR items as mentioned in the Schedule of Rates. However, each land acquisition is to be treated as single job/separate work and process for land-acquisition must start parallelly for all stations

### 3.0 OBJECTIVES

The Objective of this work is as follows:

- 3.1 Providing service assistance to obtain Prior Permission/NOC/Consent to Establish/Operate for the pipelines from Assam state PCB for laying of cross-country pipeline under the Duliajan Feeder Line.
- 3.2 Providing service assistance for Acquiring/Purchasing of Permanent Lands for construction of pipeline installations viz. SV/IP/RT Stations enroute Duliajan Feeder Line in Assam state either through Direct Negotiations and/or through Govt./Forest Procedure along with carrying out Geotechnical investigation and topography survey of SV/DT/IP/RT Stations plots.
- 3.3 Providing services for end-to-end liaisoning for obtaining necessary approvals from the Petroleum and Explosives Safety Organization (PESO) for the proposed cross-country

 <p><b>IGGL</b></p>	<p><b>HIRING SERVICES FOR OBTAINING PESO APPROVAL, CONSENT TO ESTABLISH/ OPERATE &amp; ACQUISITION OF PERMANENT LAND ALONG WITH GEOTECHNICAL INVESTIGATION AND TOPOGRAPHICAL SURVEY FOR DULIAJAN FEEDER LINE</b></p>	 <p><b>MECON LIMITED</b></p>
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pipeline project.

#### **4.0 SCOPE OF WORK**



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

##### **4.1 Obtain PESO Approval From CCE, Nagpur**

The Bidder shall be solely responsible for obtaining all necessary approvals, permissions, and clearances from the Petroleum and Explosives Safety Organization (PESO) for the subject cross-country pipeline project.

The scope of services shall include preparation, compilation, submission, follow-up, coordination, and securing final approval from PESO in accordance with applicable statutory rules, regulations, and guidelines.

- a. The Bidder shall prepare, review, and compile all requisite documents, drawings, calculations, and statutory forms required for PESO approval.
- b. All documents shall be complete in all respects and shall comply with applicable codes, standards, and PESO requirements.
- c. The Bidder shall be responsible for accuracy, consistency, and completeness of all submissions.
- d. The Bidder shall upload all requisite documents on the PESO online portal. Prior to uploading, the Bidder shall ensure that Documents are properly indexed and named.
- e. Files are compressed to suitable size in accordance with portal limitations without compromising legibility.
- f. The Bidder shall ensure successful submission and obtain acknowledgment/receipt from the PESO.
- g. The Bidder shall liaise with PESO offices, including Regional Offices and Head Office at Nagpur, for expeditious processing of the application.
- h. The Bidder shall be responsible for regular follow-up and coordination with PESO officials until final approval is obtained.
- i. All communications with PESO shall be duly recorded and shared with the IGGL.
- j. The Bidder shall promptly respond to all queries, observations, and clarifications raised by PESO.
- k. The Bidder shall revise and resubmit documents/drawings as required to ensure full compliance with PESO requirements.
- l. No additional cost shall be payable for revisions arising out of incomplete or non-compliant submissions.
- m. The Bidder shall coordinate with PESO for scheduling and conducting site inspections.
- n. The Bidder shall facilitate inspection by arranging necessary documents, drawings, and coordination with site personnel.
- o. The Bidder shall ensure timely closure of all inspection observations to the satisfaction of PESO.

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- p. The Bidder shall submit physical copies of documents/drawings to PESO offices, if required.
- q. All hard copies shall be duly signed, stamped, and authenticated as per PESO requirements.
- r. The Bidder shall undertake visits to PESO offices, including the office at Nagpur, as may be required for follow-up, submission, clarification, or expediting approval. All costs associated with such visits shall be deemed included in the Contract Price unless specified otherwise.
- s. The Bidder shall submit periodic progress reports to the Employer indicating the status of submissions, queries, and approvals.
- t. The Bidder shall maintain a comprehensive record of all submissions, correspondence, and approvals and shall provide copies to the IGGL as and when requested.
- u. The services under this Contract shall be deemed complete only upon: Receipt of final approval/clearance from PESO; Submission of all approved documents and certificates to the Employer; Closure of all observations raised by PESO.
- v. The Bidder shall be fully responsible for obtaining PESO approval within the stipulated time. Any delay attributable to the Bidder, including delays due to incomplete documentation, inadequate follow-up, or non-compliance, shall be to the Bidder's account.
- w. The Bidder shall indemnify the IGGL against any losses arising due to non-compliance with PESO requirements.
- x. Statutory fees payable to PESO shall be reimbursed by the Employer at actuals, unless otherwise specified in the Contract.
- y. Any scope not explicitly mentioned herein but required for obtaining PESO approval shall be deemed included in the Bidder's scope without any additional cost.

#### **4.2 Obtain Consent to Establish/Consent to Operate from State Pollution Control Boards**

**4.2.1** The Bidder shall prepare applications with the data collected from IGGL and handover to IGGL for review and signature. Filling the applications for the requisite clearances from State Pollution Control Board, submission of applications(offline/online) and obtaining requisite clearances, including deputing competent officials for explaining / defending the proposal with the above authorities during all stages viz. Scoping, Screening, Public Hearing and Appraisal by Experts Committee, as required. All the data required for above applications and obtaining clearances shall be considered as part of this work. Same shall be collected / generated and incorporated in the report by the Bidder.

**4.2.2** All the application forms/other documents to be submitted for obtaining the approval/clearances may be signed by the IGGL Authorities. Wherever required, "Authority Letter" will be given to the Bidder for approaching the concerned authorities/agencies.

**4.2.3** Basic project related inputs (in hard or soft form) would be provided by IGGL. The Bidder shall be responsible for preparing the framework for required studies and other documentation as required by State PCB

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**4.2.4** The Bidder shall make arrangements for conducting the district-wise public hearing for obtaining NOC from SPCB for the main pipeline along with associated SV/DT/IP/RT/etc. in different districts of Assam. The job includes liaison with all the concerned authorities for fixing the date and venue, preparation of Executive Summary in Vernacular Language and distribution of copies of Executive Summary to authorities as decided and advised by the PCB officials, giving information to all the concerned, transport and other logistic support if required, making arrangements for sitting dais and seating arrangement for Public, public address system, refreshment for the gathering, audio and video recording and firming up of minutes etc. and final recommendation from the respective SPCB district/region wise, all complete. The expenses rendered towards arrangement of public hearing will be borne by the bidder. The Bidder shall provide full assistance to IGGL in replying to technical queries during public hearing.

**4.2.5** The scope of job shall include obtaining NOC/ Consent to establish from SPCB consisting of main pipeline along with associated SV/DT/IP/RT stations in Assam including applicable consents for Air and Water as per the applicable acts for establishment and operation, related liasoning for approval, firming up of the minutes and final recommendation from the SPCB.

**4.2.6** Bidder shall arrange to collect all the letters/documents from the authorities on behalf of IGGL. The Bidder shall obtain and provide all the necessary data/information/ documents to SPCBs as desired by them, in co-ordination with IGGL in order to expedite clearances.

**4.2.7** All the expenses required for follow-up, expediting and for arranging approval from various offices will be borne by the Bidder.

**4.2.8** Bidder shall make necessary arrangements at their end for depositing all the necessary statutory payments/fees (offline/online) including fees for public hearing notification, etc. and same shall be reimbursed by IGGL to the Bidder on receipt of payment receipt dully certified by the party and endorsed by the EIC. Bidder shall arrange to obtain demand notes from PCBs/MOE&F and handover to IGGL for reimbursing the payment including transaction charges/taxes & duties.

**4.2.9** Bidder shall develop any required drawings, tracings, animations etc. and take as many numbers of prints as required by the authority.

**4.3 ACQUIRING/PURCHASING OF PERMANENT LAND**

**4.3.1 Permanent Land Acquisition/purchasing through Private / Direct Negotiation:**

- i) Identification of land /plot with alternative 3 options in presence of EIC/ Land Acquisition Committee, depending upon site location and selection of most suitable land/plot.
- ii) The land to be selected on roadside enroute the proposed pipelines. Bidder shall submit plot maps with DGPS co-ordinates after carrying out DGPS survey of all identified plots for technical suitability through PMC MECON/EIC.





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- iii) Preference to be given to select the land, where the numbers of the landowner(s) are minimum, so it will be easy for negotiation meetings and taking signature on documents/ affidavit/ Sale Deed/ lease rent agreement etc.
- iv) Obtaining of revenue records such Khatauni/Jamabandi, Khasra, X- Sizara/ village map, identification of survey no(s) on the field and ascertaining ownership of land  
/Plot to be purchased.
- v) Arranging facilitation to State Government Revenue Official/Staff such as Patwari / Revenue Kanoongo and other statutory bodies etc. for verification and confirmation of proposed land details, location, survey no(s) at the field (site), ownership etc.
- vi) Obtaining In-principle consent from the landowners in presence of EIC/Committee member(s), establishing the correctness of ownership, establishing the share of landowners, obtaining revenue records such as Non-Encumbrance Certificate, Search Report minimum 30 years. Plots shall be finalized after receipt of all documents and vetting by IGGL.
- vii) Obtaining identification proof of landowner(s) in the form of Voter ID, Aadhar Card, Driving License, Bank Pass Book, etc. before final negotiation meeting.
- viii) Obtaining of DLC /Circle rates of land and obtaining of sale deeds of a similar type of land situated in the nearest village or vicinity area during preceding 03 years in which purchase of land is proposed to be made.
- ix) Arranging/ facilitation of negotiation meeting(s) with the landowner(s) with the Land Acquisition Committee to purchase the required piece of land through direct negotiation. The negotiation meetings can be one or more until finalization of the value of land and signing of rate agreement and consent to sell.
- x) After finalization rate of land, draft Rate agreement & consent to sell to be vetted and certified by advocate engaged by the bidder. The same shall be approved by IGGL.
- xi) Measurement/ Demarcation of land to be carried out by State Govt. Revenue personnel before execution of sale deed and preferably in presence of neighboring landowners, Co- shareholders, villagers etc. and signature on measurement report of all these persons as a witness.
- xii) Map of proposed land also to be prepared indicating dimensions, sites along with adjoining field survey numbers, road, permanent structure etc.
- xiii) Obtaining the certified copy of measurement report from tehsil/ concerned state Revenue officer(s).
- xiv) Obtaining of statutory NOC's, approvals from authorities concerned wherever is required.
- xv) Obtaining Town Planning Approval from concerned authority involved / statutory authority like Urban /Local body, if applicable.
- xvi) Preparing draft of sale deeds, vetted and certified by advocate engaged by the bidder.  
The same shall be approved by IGGL.
- xvi) Report of measurement/demarcation of land to be incorporated in sale deed.
- xvii) Registration of land to be executed before the expiry of agreement date, which is



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generally 03 months from the date of agreement so that registration is completed in the name of IGGL well before the expiry date.

- xviii) Calculating the value of land as per negotiated price and value of things attached to the land if, any.
- xix) Preparing a chart of payment to be made to the landowner(s) as per their share in the land.
- xx) Assistance in payment of the land cost to the concerned landowner(s) through Demand draft at the time of execution of sale deed.
- xxi) Liasoning with Registrar /Sub- Registrar office and Tehsil officials for execution of sale deeds. Legal Vetting by Advocate etc. before registration of land in the name of IGGL.
- xxii) Purchasing of stamp paper/ stamp duty payment by Bidder, to be re-imbursed by IGGL at par actual.
- xxiii) Physical Possession of land, Execution of sale deed and Registration of land in the name of IGGL.
- xxiv) Mutation of land in Revenue Records.

#### **4.3.2 Permanent Land Acquisition through Govt. Procedure:**

- i) Identification of land /plot with alternative 2-3 options in presence of EIC/ Land Acquisition Committee, depending upon site location and selection of most suitable land/plot. The land to be selected on roadside enroute the proposed pipeline.
- ii) Obtaining of revenue records such as Khatauni/Jamabandi/LPC (land possession Certificate), Khasra, X- Sizara/ village- map, identification of survey no(s) on the field and ascertaining ownership of land /plot to be purchased.
- iii) Obtaining In-principle consent from the landowner(s), establishing the correctness of ownership, establishing the share of landowners.
- iv) Preparation of proposal and its submission to respective authorities.
- v) Follow up with concerned authorities for assistance & compliance of section (4), (5), (6), (7), and (8) of RFCTLARR Act, 2013 as the case may be.
- vi) Follow up for Publication of Notification under Section (11), Hearing of objections U/s (15) and compliance of section (17), (18), (19) of RFCTLARR Act, 2013 wherever required.
- vii) Assistance for serving notices to persons interested compliance of Section (22), (23) of RFCTLARR Act, 2013.
- viii) Follow up with the authorities concerned for determination of market value of land, amount of compensation & value of things attached to land and award of solatium u/s (26) to (30) respectively of RFCTLARR Act, 2013.
- ix) Follow up with authorities concerned for compliance of section (33) to (38) respectively of RFCTLARR Act, 2013.
- x) Physical Possession of land, and all other miscellaneous activities related to Acquisition of Permanent Land under RFCTLARR Act, 2013.
- xi) Mutation of land in Revenue Records and Change of Land Use (CLU), wherever

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required.

- xii) The Bidder must understand the departmental procedures involved in the processing of various approvals & shall expedite the proposal at each level/ office until land purchase/acquisition/ physical possession/ Mutation and change of land use.
- xiii) Filling / completing the Proposal /application forms/ formats preparing the necessary documents/drawings/proposals as per the requirement of the concerned authorities/ agencies and submitting the same to these agencies/ authorities. The Bidder has to submit the revised proposal/ application, wherever required.
- xiv) Coordination, Liaison, and follow-up with authorities/ offices/ Department/landowner(s) until the approvals/ clearances are received against purchase/acquisition of land.
- xv) The inspection by the authorities/ Department/ agencies, including field verifications, if any, shall be arranged by the Bidder and necessary coordination & liaison in this respect shall also be the responsibility of the Bidder.
- xvi) Collection of Field data, Preparation of proposals/applications/ maps /Drawings, revising/modifying the documents/drawings, collection, and submission of additional information as per the requirement of these authorities.
- xvii) Submitting the NOC's /approval/ clearance papers to IGGL within the time schedule as indicated in this tender document.
- xviii) Obtaining necessary application forms/ formats requirements from concerned authorities/agencies (cost incurred towards purchase of application forms/formats, if any, will be reimbursement on the actual subject to submission of proofs/ bills/ stamped receipt)



#### **4.3.3 Change of Land Use to Non-Agricultural**

Change of land Use for SV/DT/RT/IP Stations etc. - Obtaining change of land use permission for the finalized plot from concerned authorities.



#### **4.4 Carrying out Geo Technical Investigation and Topographical Survey**

The Scope of Work under this tender is to carry out Topographic survey and Geo-technical investigation of Plots (14 nos.) for various terminals, SV stations, and its approaches. Details of same is enumerated under clause 2.2.

- Number of plots are tentative and may increase and decrease during execution of work as per project requirements.
- Two nos. of boreholes upto 10m depth for geotechnical investigations shall be done per plots.
- The tenderer shall arrange the existing line plans/maps of specified localities/Plots.

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- The Tenderer shall provide all instruments, equipment, Motor Vehicle, communication facilities etc. required for satisfactory completion of the job without any cost implication on MECON.
- Tenderer shall carry out Topographical survey work, Geo-technical Investigation of plots as specified in the tender, indicated by MECON/ IGGL to the accuracy as decided after consultation with the MECON/ IGGL. The Tenderer shall, in case of major obstruction, suggest an alternative plan.
- Carrying out Topographical and Geo-technical survey for Terminals, SV stations along with their approaches and showing all existing features, levels, existing service lines, encroachments etc. and conducting borehole investigations upto 10 metre depth along with soil sample collection, conducting field investigations and tests at the locations to be shown by EIC. The location of Bore hole shall be decided in consultation with IGGL / MECON.
- Establishment of true North on each map.
- The coverage area for topographic survey for plots / terminals shall include up to 5m on all sides of plot or as per directions of EIC and upto and including the area of the approach Road for a mutually agreed width from the nearby motor able access road on the front and/or on either side of the plot depending upon the severity of obstruction on a particular route as per directions of Engineer in Charge.
- Finally detailed maps /drawings are to be prepared of various plots along with geotechnical survey report of all the plots as per technical specifications shall be compiled and submitted in an overall survey report to be submitted to MECON.
- The Tenderer shall reassess his work & revise plan/maps as per MECON's comments on the draft drawings / reports if any, and resubmit for final acceptance.
- The format for collection of data shall be mutually agreed upon.

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- The work shall be inspected and passed by the Engineer-in-Charge from time to time at site. The tenderer shall provide all facilities for such inspections free of cost. Notwithstanding any inspection of the site. MECON / IGGL shall have the right to reject any work not conforming to the technical specification without being liable for any explanations or compensations.
- During the execution of the work, if any problem arises which is not covered by the technical specifications, the tenderer shall seek necessary clarifications and instructions from the Engineer-in-Charge/PMC. Such instructions shall be binding on the tenderer and shall be observed in full.
- The tenderer shall have no claim whatsoever against MECON/ IGGL for reduction or increase in the scope of work either in part or full at any stage of work. In case quantities under a particular item are increased the same shall be executed at the contract rates.
- All data/information including any unusual data/information obtained during site survey/Geo-technical Investigation shall be immediately brought to the notice of Engineer-in-Charge.
- Location plans, maps, sketches etc. shall be passed on to MECON/ IGGL and shall become MECON's/ IGGL's property.
- A survey report comprising descriptive note regarding the site conditions and special features encountered shall be submitted along with topographic maps / contour plans, field and lab investigation details etc. as specified in the technical specifications for the Topographic survey and Geotechnical Investigations of the plots. Detailed sketches to be made wherever required or desired by MECON/ IGGL.

#### **4.4.1 METHODOLOGY FOR EXECUTION OF WORK**



##### **4.4.1.2** Compilation of existing plans/maps.

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- The Tenderer shall arrange data in form of existing maps of parts / localities of proposed Terminals. MECON shall indicate the final locations to be considered before execute on of works.
- The adequacy of the existing plans/maps is to be decided in consultation with MECON. The scale of the plans/maps should be 1:100 unless decided otherwise.

**4.4.1.3 Plot Survey & Geotechnical Investigations:** The Scope of Work under this tender is to carry out Topographic and Geo-Technical survey for the plots of Terminals and SV stations by drilling boreholes of specified depths along with field / lab investigations.

- The Scope of Work under this tender is to carry out the topographic survey of plots shall indicate all existing features like roads, cart tracks, wells, trees, electric poles, any permanent / temporary structures, existing service lines, encroachments etc. within the plot boundary and up to a minimum of 5m on all sides of the plot boundary limits and up to the approach Road, along with levels, as per the attached technical specification.
- The Geotechnical investigations is to be carried out by making exploratory bore holes up to 10 m depth or as specified for the respective plots as per the number of boreholes as mentioned in the Scope of works for the various locations as above and as per attached technical specifications.
- The Tenderer shall carry out detail survey of the area as indicated by MECON/ IGGL. The survey shall be carried out using surveying instruments, leveling instruments, tape measurements etc. to prepare layout of new plots and of certain other areas as desired by MECON/ IGGL.
- Safe Bearing capacity from 1m to 3m depth in general or more depth as per site condition shall be reported along with calculation for open foundation. In case of loose filled up soil or compressible soil recommendation for Pile foundation (End bearing Pile or skin friction pile or underream pile) as appropriate shall be recommended



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along with Geo-technical design of piles.

- The scale of plans/maps shall be 1:100 and details to be shown shall be as desired by the engineer-in-charge. Detailed technical specification of Topographic and Geo-Technical survey has been enclosed.

#### **4.4.2 DOCUMENT/DATA SUBMISSION**

- Detailed survey reports of each location / plots giving details of data collection/ compilation of plans/maps showing spot levels (reduced Levels) and all existing features, survey along with Geotechnical details of the exploratory bore holes conducted for the various plots / terminals along with a list of drawings and index shall be submitted.
- Contents and presentation of draft survey data/ records shall be reviewed /approved by MECON in the initial stage on sample drawings/documents to be prepared by the Surveyor. The Surveyor shall incorporate all comments/ suggestions given by MECON and prepare all documents accordingly.
- Two sets of paper copy of completed drawings/ data/documents shall be submitted by the Contractor for IGGL/ MECON's review in the form of draft report. Comments, if any, shall be incorporated by the Contractor. This report can be demanded in parts and in different phases as per discretion of IGGL/MECON.
- All drawings, reports, format, etc. forming the part of submission to IGGL/MECON shall be prepared on approved computer package. All drawings, shall be prepared using AutoCAD. All reports, formats, write-ups, charts shall be prepared on computer using software package compatible with MS Office.
- Draft report in Two sets with drawings/data/documents shall be submitted to MECON for review, along with following: -

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a)	Drawings of all Plots/Stations (Topographic survey drgs showing all features, spot levels on and contours at 0.5m interval)	Two paper copies in colour, and soft copy in email
b)	Geo- technical investigation details and data as per Specifications	Two paper copies in colour, and soft copy in email



- A consolidated report in four sets with final drawings/ data/ documents shall be submitted to IGGL/MECON after incorporation of comments by Surveyor, along with following.
- A consolidated report in four sets with final drawings/ data/ documents shall be submitted to IGGL/MECON after incorporation of comments by Surveyor, along with following.

a)	Drawings of all Plots/Stations (Topographic survey drgs showing all features, spot levels on and contours at 0.5m interval)	Four paper copies in colour, and soft copy on pendrive
b)	Geo- technical investigation details and data as per Specifications	Four paper copies and soft copy on pendrive

## 5.0 **ASSISTANCE FROM IGGL**

IGGL will provide following assistance to the Bidder:

- i) IGGL will sign the original letter/application to be made to statutory authorities.
- ii) IGGL will reimburse the payment of statutory fee/deposit directly made by the Bidder to the concerned Deptt./ Authority as per their demand note along with transaction charges.
- iii) IGGL will provide all available survey data/details/documents required for obtaining permission. Any data not available with IGGL has to be prepared/generated by the agency at its own cost.
- iv) IGGL official will visit the concerned authorities/ Department for the meeting, discussion etc. as and when required.
- v) IGGL will provide all available pipeline route map/ cadastral map latest version. Any data not available with IGGL has to be prepared/generated by the agency at its own cost.
- vi) IGGL will make Demand Draft(s)/NEFT/RTGS in favor of the recorded landowner(s) towards the land cost.

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- vii) IGGL will facilitate finalization of land after identification by the Bidder in due adherence to the Approved Land Acquisition Policy

**6.0 BIDDER'S RESPONSIBILITIES**

**6.1 OBTAINING PESO Approval, CONSENT TO ESTABLISH/OPERATE**

**6.1.1** Providing manpower for follow up to obtain permission from State Pollution Control Board/ PESO.

**6.1.2** Arranging, acquiring all data, access, permissions and other activities/services required for and/or incidental to performing the work tendered.

**6.1.3** Settling all compensation and disputes arising out of any damages caused by Bidder or Bidder's workmen during the execution of the work.

**6.1.4** Bidder shall carry out all works in strict compliance with applicable specifications documents enclosed with the tender documents and as per the instructions of Company Representative.



**6.1.5** The scope of work shall also include any other item/work required to complete the work in all respect as per specifications, drawings and instructions of Company Representative

**6.1.6** Arranging all required drawings etc. necessary to be submitted along with the application to the concerned statutory authorities.

**6.1.7** Bidder's manpower/ staff/ representatives shall have knowledge about Procedures, Acts, Rules and Guidelines etc. of the concerned authorities who will be involved for the Permission/NOC/approvals etc. They should be well conversant about preparing of proposal, filling of applications, submission of proposals etc.

**6.2 ACQUISITION/PURCHASING OF PERMANENT LAND along with GEOTECH & TOPOGRAPHY SURVEY**

- i) EIC and Land Acquisition Committee members shall be part of every assignment including direct negotiation/ Govt. Acquisitions and all such proceeding shall be carried out along with IGGL officials. Bidder shall not be allowed to undertake any activities with respect to permanent acquisition of Land without EIC & Committee members.
- ii) Preparing the applications/proposal on behalf of IGGL for submission to relevant authorities along with copies of required certificates complete in all respects with data/documentation/maps/ drawings/details and submission.
- iii) Providing all required manpower for the purchase of land through direct negotiation and acquisition of land through Govt./Forest Procedure.
- iv) Arranging to acquire all required data, information, documents, files, etc. to



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purchase land through direct negotiation and acquisition of land through Govt./Forest Procedure, services required for and /or incidental to performing the work tendered. and all other documents, data, information, files etc. required by IGGL.

- v) Settling all compensation and disputes arising out of any damages caused by Bidder or Bidder's workmen/ representative/ staff/ executives during the execution of the work.
- vi) Bidder shall carry out all works in strict compliance with applicable specifications documents enclosed with the tender documents and as per the instructions of Company Representative. The scope of work shall also include any other item/work required to complete the work in all respect as per specifications, maps/ drawings and instructions of Company Representative whether specifically mentioned here in or not, but required to fulfill this intended purpose of this tender document.
- vii) Arranging all required documents/details/ maps/ drawings etc. necessary to be submitted along with proposal /application to the concerned statutory authorities.
- viii) Bidder's manpower/ staff/ representatives shall have knowledge about procedures, Acts, Rules, and Guidelines etc. of the concerned authorities who will be involved for the purchase of Permanent land through direct negotiation and acquisition of land through Govt./Forest Procedure.
- ix) Bidder's manpower/ staff/ representatives should be fully equipped with DGPS, laptop, data card, typing (Hindi & English) etc. and should be well conversant about procedures, preparing of the proposal, filling of applications, submission of proposal etc.
- x) Bidder shall ensure the sufficient number of vehicles for their staff/manpower/executives for smooth liaisoning /follow up with the concerned authorities and frequent movement as when required for acquisition of permanent land through either direct negotiation or Govt./Forest procedure.
- xi) Weekly reports to be furnished to EIC regarding the progress of work.
- xii) Project review meetings & project progress report to be submitted by the Bidder as per frequency decided by IGGL.

## 7.0 DOCUMENTS / DATA SUBMISSION

<b>A</b>	<b>FOR OBTAINING FOR CONSENT TO ESTABLISH/OPERATE</b>	
	Original Permission Letter as received from Authorities along with the correspondence with the concerned Authorities.	Original - 1 original. Copy – 02 Nos. Copy of all correspondences. Scan copy of all correspondence and drawings in Hard Disk/Flash Driver
<b>B</b>	<b>ACQUISITION OF PERMANENT LAND</b>	



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	Original revenue records such as copy of Khatauni/ Jamabandi/ encumbrance Certificate, Search Report, Rate Agreement & Consent to sell, Measurement/ Demarcation of land reports, NOC's/ Permission Letter as received from Authorities, Sale Deed, Mutation, CLU along with original copy of correspondence with the concerned Authorities.	Original - 1 original. Copy – 02 Nos. Copy of all correspondences. Scan copy of all correspondence and drawings in Hard Disk/Flash Driver
<b>C</b>	Any other document, if required shall also be submitted by the Bidder.	

**7.1**

**Documents required for PESO Approval during commissioning (As Built)-Pipeline Commissioning**

- Covering letter to CCE, Nagpur requesting for grant of permission for commissioning. No scrutiny fee is required at the time of commissioning permission application.
- "As Built" Route map in colour (except red, green & yellow). Existing pipelines should be shown in different colour.
- "As Built" Profile map in colour.
- Crossing drawing typical, HDD crossing drawing in specific.
- Originating & terminating, intermediate station layout (As Built).
- "As Built" P& IDs for all the above locations.
- If Pipeline terminates in Refinery/Mktg. installation and has sump tank & transmix/surge tanks in control of Pipeline Division, separate license in Form XV for storage shall be applied by the operating company/owner of the pipeline.
- Hydro test report-24 Hr. Hold Pressure and temperature chart in colour to be submitted.
- Summary sheet of sections indicating starting chainage, end chainage, total length & G.T. of as built should be placed in front page of test report.
- Dimensions of pipeline and pressure readings to be shown in metric system. Corresponding dimensions/pressure readings in inch, kg/cm<sup>2</sup> can be shown inside bracket.
- Chainage in Km & decimal place up to minimum of 3 digits to be mentioned against each section subjected to hydro test.
- Chainage of different sections subjected for hydro test to be serially placed.
- Chainage of preceding & succeeding section should exactly match.
- Air volume calculation, hydro test evaluation, acceptance test of each section to be clearly prepared without any cutting over writing etc.
- Total unaccountable pressure loss during 24 Hr. hold period should not be more than 0.3 bar in any case as per code. If drop is more, reasons to be specifically

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mentioned in the report and

- Acceptance of test to be indicated with signature.

### **Other documents during commissioning permission**

- Copy of 6(1) Notification, if not submitted along with proposal.
- Copy of DMP/DIA.RA. Compliance report of recommendations of EIA RA to be submitted.
- 50%, 75%, Thermal stabilization calculations and readings.
- De pressurization report & chart in color.
- Any other specific document as advised during according approval has to be submitted.
- All the above documents in four sets to be submitted.
- Post Commissioning Internal Audit Report & SOPs developed for pipeline in question.

### **7.2 Documents required for PESO Approval during submission of proposal for scheme approval- Laying of Pipeline**

The transport of Hazardous Chemicals & Compressed flammable gases by pipe lines is governed by statutory requirements as laid down in Rule 3, 5 & 7 of Manufacture, Storage & Import of Hazardous Chemicals Rules, 1989 framed under Environmental (Protection) 1986. The owner/operator of the pipeline should take help from the guidelines given below while approaching the Chief Controller of Explosives, Nagpur for approval of such pipelines. It is further clarified that a pipeline conveying any flammable gas at a pressure exceeding 8 (eight) bars will only be approved by Chief Controller of Explosives.

Covering letter addressed to CCE, Nagpur giving Brief Summary of the proposal duly signed by the authorized officer indicating his name & designation.

The guidelines & requirements of OISD-226 shall be followed and documents and documents as enumerated should be enclosed.

- Detailed Feasibility Report, Project Description.
- Schematic diagram of systems envisaged in the proposal like tap off/dispatch station, location of sectionalizing valves, intermediate pigging stations and receipt station. The drawing shall clearly indicate precise site details like survey number, name of Revenue Village/Taluka, District and State etc. of these stations.
- Route map in colour in a state political/TOPO map/any other suitable map showing route of pipeline passing through various village/towns of districts of concerned states of our country.



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- Route map shall indicate chainage, isolation valve locations.
- Dimensions of the pipeline (in metric system) indicating its length, Dia. and wall thickness should be shown in the drawings. (Corresponding figure in inches can be shown inside bracket).
- Summary list of crossings in entire pipeline with crossing length, type of crossing, method of crossing etc.
- Typical crossing drawings for roads, railway lines, canal/water Reservoirs.
- EIA, RA, HAZOP Study Reports and action taken/proposed on the recommendations made in these reports.
- MOE & F Clearance, if applicable. Any other statutory permission, if available.
- Layout of originating, intermediate & terminating stations of the proposed pipeline.
- P&IDs of originating, intermediate and terminating stations.
- Notification under Section 6(1) of P.M.P Act 1962 regarding acquiring ROW or application for Notification under Section 3(1)/6(1).
- Permission/consent from authority/bodies through whose land pipeline is passing, if not covered under Notification 3(1)/6(1).
- Design basis, indicating code, calculation of minimum wall thickness considering design pressure including surge pressure justifying selection of pipe chosen adding corrosion allowance etc.
- If SPUR line, exact location of tap off point & reference of pipeline (already approved by CCE) from which tap off is taken, to be indicated in the proposal.
- Methods of protection against corrosion with full details.
- Filled in format as per Schedule-VII of MSIHC Rule, 1989 giving all necessary information's.
- All the documents are required to be submitted along with the application in two sets.





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***8. TECHNICAL SPECIFICATION FOR TOPOGRAPHICAL  
SURVEY AND GEO-TECHNICAL INVESTIGATIONS FOR  
TERMINALS AND SV'S***

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**TOPOGRAPHICAL SURVEY & SOIL INVESTIGATION**

This Technical Specification deals with the Topographical and Geo-technical Survey work for development of Terminals /SV Stations for Duliajan Gas pipe line.

The plan for Topographical and Geo-technical Survey is drawn with a view to obtain sufficient data regarding the engineering properties of soil supporting the foundation for buildings, equipment and structures; and to plan the various facilities.

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**PART-A**

***GEO-TECHNICAL SURVEY***

**01.0 SCOPE OF WORK**

**01.01 Soil Investigation**

The scope of services of the contractor for undertaking soil investigation work shall cover all the work connected with soil exploration program at the proposed Terminal/SV plots including the setting out of locations of the various exploration points from reference point, conducting all field investigations at site, collection of soil and water samples, field and laboratory tests and submission of final report in 4 (Four) copies.  
All field investigation, laboratory tests and reports etc. shall be done in accordance with the latest relevant Indian Standard Codes.

**02.0 TECHNICAL SPECIFICATIONS OF WORK**

The details to be covered in the contract work shall include the following :

**02.01 Soil Investigation Work on Soil**

**02.01.01 Field Investigation and Test**



This specification deals with Field Investigation/ tests and laboratory tests involved in ascertaining soil stratification & engineering properties of the soil at proposed project site. The field investigations/ tests comprise of the following:-

**Exploratory Bore Holes**

There shall be One / two boreholes at specified Terminal /SV plot. The location of these shall be indicated by IGGL/MECON before commencement of field activities. The location and number of these bore holes can be altered at site, if found necessary by IGGL/MECON. All bore holes shall be of 150 mm diameter and shall be sunk into soil to a depth of 10m or upto refusal strata, whichever is earlier.

The exploratory work at site shall be carried out by using shell and auger equipment.

Disturbed samples for boring shall be collected every 1.5m or change in stratum and representative samples placed systematically for proper logging of the strata. The existing ground level shall be marked in terms of RL. Proper logging shall be done with description of different strata encountered with their reduced levels. All boreholes after completion of work shall immediately be filled in with a mixture of bentonite slurry and clay-sand mixture.

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## Undisturbed Sampling

In cohesive and semi-cohesive soils, undisturbed samples conforming to IS:2132 shall be taken using open tube samples with an area ratio of less than 15% so as to obtain a core of samples of 100mm diameters and 450mm long at every change in stratum or at intervals of 1.5m whichever is less. The tubes shall be marked and the ends of the sample tube shall be sealed properly with wax of thickness not less than 25mm and capped properly immediately after the sample is recovered from the boreholes to ensure no loss of moisture with time while retained in the tube. Sample tubes shall be immediately shifted to the laboratory for testing.

## Standard Penetration Test (SPT)

The S.P.T. shall be performed at the base of boreholes as per IS:2131 with the first test at a depth of 0.5 m and thereafter at every change in stratum or at intervals of 1.5 metre whichever is less in both cohesive and non-cohesive soil. The S.P.T. shall also be conducted at termination depth of Borehole. Test may also be required to be carried out in compact sand which in normal terminology will be refusal strata. No. of blows required to penetrate every 150mm shall be recorded in case of normal sand, silt or clay as per IS:2131. In case of dense/ hard stratum, the penetration (in mm) for every 20 blows per test shall be recorded. All these field records are to be submitted along with bore logs.



Bent rods and damaged/ defective nipples shall not be used for the test and shall be replaced immediately by proper ones. Centering spacers shall be used at every 6 meters or at smaller intervals in depths to reduce the effect of whipping of rods. Samples collected in process of conducting S.P.T. shall be preserved as disturbed sample. Graphs shall be drawn for each penetration test. Collection of undisturbed samples and conducting S.P.T. tests will be done alternatively.

## Disturbed Samples

Representative disturbed samples obtained from boring at every 1.5 metre interval in depth or change in stratum shall be placed in suitable jars labeled properly for onward transmission to the laboratory. These samples shall be sent to the laboratory immediately after the boring is complete. All S.P.T. samples shall also be similarly preserved.

## Standing Ground Water Level

Records shall be maintained of the level at which water is struck and the level of any rapid in flow shall also be recorded. On reaching such level the borehole shall be left open for a period of two hours to observe the rise of water in the casing. Boreholes can be continued thereafter, upto the end of the day. The level of the water in the casing at the end of the day and at the beginning of the next day shall be recorded properly. For studying the ground water table no drilling mud will be permitted for stabilising the hole.

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### 02.01.02 Laboratory Tests on soil

Laboratory tests shall be conducted on selected samples collected from site to establish the physical and chemical properties of soil. Following tests shall be done as appropriate in accordance with latest relevant Indian code of Practice.

- i) Natural moisture content
- ii) Void ratio
- iii) Liquid plastic and shrinkage limits
- iv) Specific gravity
- v) Dry density and bulk density
- vi) Direct Shear test
- vii) Consolidation/ swelling test
- viii) Particle size analysis
- ix) Triaxial test (undrained quick test)
- x) Test on core samples
- xi) Chemical properties of the soil & sub-soil water
- xii) CBR test

#### **Atterberg Limits**

Liquid and plastic limit tests shall be conducted on all cohesive soils for classification purposes and for predicting engineering properties. The results of limit tests shall be plotted on the plasticity chart of A. Cassagrande. Shrinkage limit shall also be determined for a few soil samples.



#### **Particle Size Analysis**

Particle size analysis shall be done on all clayey and sandy samples. Both sieve and hydrometric analysis shall be conducted and gradation curves shall be plotted to show the particle size distribution.

#### **Shear Tests**

Shear tests shall be conducted on the undisturbed samples. A few unconfined compression tests shall be conducted on clayey samples but the majority of clayey samples in undrained condition shall be subjected to triaxial tests. The cohesion values and angle of internal friction are to be determined either by Mohr's circle or by any other method.

Particular attention shall be paid for conducting triaxial tests, each of which shall be done on a minimum of 3 specimens. Specimens shall be prepared by trimming and not by pushing small tube in a large tube.

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### **Consolidation Tests**

A few consolidation tests shall be carried out on undisturbed samples of clayey soil, to estimate the settlement of foundation from “e-log p” curves, compression index - Cc and co-efficient of consolidation – Cu. Consolidation test shall be done in manner that will not allow the sample to swell.

### **Swelling Test**

For soils of expansive nature, swelling tests on a few samples shall be selected for conducting swelling test to determine swelling pressure and magnitude.

### **Specific Gravity and Bulk Density**

These shall be determined as per the standard procedures.

### **Chemical Analysis of Soil and Sub-soil Water Samples**

Water samples from a few bore holes shall be taken and chemical analysis shall be done for sulphate, chloride content and pH value, particularly to determine the aggressiveness to concrete, steel and GI pipes. Care shall be taken to ensure that they are not diluted with rain or surface water during recovery from the boreholes. Similarly, a few soil samples shall be chemically tested to determine the sulphate contents, chloride content and pH values and other aggressive components as per IS - 2720.



## **3.0 GEOTECHNICAL INVESTIGATION ON ROCK**

This specification also deals with Field Investigation/ tests and laboratory tests involved in ascertaining soil stratification & engineering properties of the rock at proposed project site.

The field investigations/ tests comprise of the following:-

### **03.01 Boring in rock-**

Rock core drilling may be resorted to when refusal to SPT ( $N > 100$ ) (with hammer rebound), along with geological identification of rock fabric / texture, in SPT sample &/or disturbed sample, is observed. Identification of rock stratum shall be certified by qualified geologist. If chiselling has to be carried out for breaking local obstruction such as boulder etc., boring shall be continued after penetration through such

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obstruction. Otherwise core drilling may be started with the approval of Client/Consultant after refusal in chiseling (if adopted) when encountered with rock strata.

All the relevant field observations including sample identification shall be presented in field borelog in standard approved format and handed over to MECON immediately after completion of each borehole.

On completion of boreholes, backfilling has to be carried out with granular materials like sand, moorum, crushed stone , bentonite slurry etc.



### **03.01.01 Standard Penetration Test (SPT)**

This test shall be conducted in all types of soil deposit at 3 m interval & every change in strata and if required in disintegrated, weathered rock strata. In cases, where UDS is replaced by SPT for undisturbed sample, interval of SPT shall be 1.5 m. The specification for the equipment & accessories and procedure of the test shall conform to IS: 9640 and IS: 2131 respectively. This test shall be carried out by driving a split spoon sampler by means of 63.5 kg automatic trip hammer with a free fall of 75 cm driven for 45 cm. While driving, the number of blows for every 15 cm penetration and the penetration against every 50 blows shall be recorded. The first 15 cm drive shall be considered as seating drive and the total blows required for 2nd & 3rd 15 cm penetration shall be recorded as N value. Refusal is considered for N>100. In case of refusal, penetration against each 50 blows shall be recorded upto a total of 100 blows. The sample collected from split spoon sampler shall immediately be identified, labeled with borehole no. & depth and preserved for laboratory testing.

Time & Duration of each SPT shall be recorded & furnished in the report.

### **03.01.02 Chiseling**

The objective of chiseling is to break any local obstruction such as boulder etc. if encountered during boring operation &/or to prove that rock strata has been encountered. Chiseling shall be carried out with minimum 0.2 tone cross type hard facing chisel falling from a height of not less than 2.0 m. Chiseling & subsequent cleaning with bailer shall be done alternately. Sample thus obtained shall be carefully examined & properly preserved. Record of Chisel progress in terms of penetration (in cm) vs. number of blows shall be maintained all-through the chiseling operation.

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**03.01.03 Penetration through Boulder Deposit**

In case Boulder deposit is encountered in the way of boring, the same shall be penetrated by suitable technique. All sorts of arrangement shall be made to continue unhindered advancement through Boulder deposit. The Boulder deposit shall be identified properly & shall be specifically distinguished from original rock stratum & properly furnished in the borelog.

Suitable diameter stable hole shall be made through Boulder deposit, so as to accurately assess the thickness of boulder layer & to make the passage for unhindered investigation & sampling of underlying virgin soil &/or virgin rock layer as per this specification. Maintaining stability of hole & withdrawal / leaving of casing is the sole responsibility of the contractor.



All necessary equipment & accessories required for investigation through such boulder deposit, shall be arranged by the contractor, cost of which shall be deemed to be included in the quoted unit rate for the same. No excuses, whatsoever, in relation to the inability of equipment to make stable hole through such boulder deposit, shall be entertained during execution of work.

**03.01.04 Rock Core Drilling**

If the strata with Standard Penetration Test (SPT) 'N' value greater than 100 along with characteristics of rock is met with, the borehole shall be advanced further by chiseling. During chiseling, rock fragments shall be collected. Identification of rock strata shall be on the basis of geological identification by visual examination of collected rock fragments. After it is ensured that rock is met with, borehole shall be advanced further by core drilling in rock. The drilling equipment & procedure should conform IS: 6926.

Core drilling shall be done by Hydraulic fed rotary core drilling equipment using NX size diamond bit & double tube swivel core barrel with suitable core catcher. Only clean water shall be used as drilling fluid. Rotational speed of bit, bit pressure & water pressure shall be suitably adjusted depending on the type of rock. Each drilling run shall normally be of 1.0 m length. If core recovery in any run is found to be less than 20%, then SPT shall be performed in that run, as per test procedure furnished in clause 04.01.01, before commencing the next run.

Core pieces recovered in each run shall be carefully extracted from core barrel held horizontally and placed serially from top downwards in core boxes specially made for this purpose as per IS: 4078. Each core sample of length greater than 50 mm

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shall be numbered sequentially.

All the drilling observations for each run shall be recorded as per IS: 5313, Drill Core study shall be done as per IS : 11315 ( part 12 ) & furnished to Engineer-in-charge immediately after completion of each drillhole in standard approved format of core log mentioning depth, run length, rock description, core recovery, RQD, colour of return water, rate of penetration with time and any other relevant observation encountered during drilling operation viz. water loss etc. Core Recovery & RQD shall be recorded as per IS : 11315 (part 11). The description of rock samples shall be as per IS: 4464 indicating degree of weathering, fracturing, colour, grain size, strength, geological name along with special features like fault, lamination, direction of fault / fracture, spacing of discontinuity etc. Selected representative rock samples shall be sent to laboratory for necessary testing and the core boxes containing remaining samples shall be handed over to Engineer-in-charge for future reference.

### **03. 01.05 Engineering Geological Observation in Rock strata**



Where investigation is to be carried out in rock strata, apart from rock core drilling records, the detailed field observation by an experienced engineering geologist shall also be done in Test Pits, other natural &/or man-made Excavations in & around the site. This shall include quantitative description of Orientation of discontinuity, Spacing of discontinuity, Thickness of discontinuity, Condition of discontinuity, Ground water condition & all other relevant qualitative geological features like Weathering state, Structure, Colour, Grain Size, Strength, Mineral type, Rock name etc. for the exposed rock mass.

### **03.02 Laboratory Tests on Rock**

Rock piece samples &/or rock core samples collected by chiseling &/or drilling shall be tested for the following.

- i) Visual Classification(core recovery, RQD etc): as per IS:4464
- ii) Water Content, Porosity & Density (bulk density, specific gravity): as per IS :13030
- iii) Point Load Strength Index (In saturated state & dry state): as per IS: 8764
- iv) Unconfined Compression (In saturated state & dry state): as per IS: 9143
- v) Slake Durability: as per IS:10050

Whenever shallow foundation is recommended in the rock layer, Net Safe bearing capacity shall be determined in accordance with IS: 12070-1987 judiciously taking into consideration of the provision of IS: 13063-1991. For predicting engineering

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properties of rock mass by RMR method, IS: 13365 (Part 1)-1998 shall be followed.

#### 4.0 TEST RESULTS AND REPORT

The Contractor shall submit the detailed report wherein information regarding the geological detail of the site, summarised observations and test data, bore logs, and conclusions and recommendations on the type of foundations with supporting calculations for the recommendations. Initially the report shall be submitted by the Contractor in draft form and after the draft report is approved, the final report shall be submitted.

The report shall include but not limited to the following

**Bore Logs:** Bore logs of each bore holes clearly identifying the stratification and the type of soil stratum with depth. The values of Standard Penetration Test (SPT) at the depths where the tests were conducted on the samples collected at various depths shall be clearly shown against that particular stratum.

Test results of field and laboratory tests shall be summarised strata wise as well in combined tabular form. All relevant graphs, charts tables, diagrams and photographs, if any, shall be submitted along with report. Sample illustrative reference calculations for settlement, bearing capacity, shall be enclosed.

#### **Recommendations:**



The report should contain specific recommendations for the type of foundation for the various structures envisaged at site. The Contractor shall acquaint himself about the type of structures and their functions from the Owner. The observations and recommendations shall include but not limited to the following:

Topography of the area, past observations or historical data, if available, for the area and for the structures in the nearby area, fluctuations of water table etc. Slope stability characteristics shall be specifically highlighted.

Recommended type of foundations for various structures.

Allowable bearing pressure on the soil at various depths (1m to 3m depth in general or more depth as per site condition) for different sizes of the foundations based on shear strength and settlement characteristics of soil with supporting calculations shall be submitted. Factor of safety for calculating net safe bearing capacity shall be taken as per relevant codes and standard practices.

Comments on the Chemical nature of soil and ground water with due regard to deleterious effects of the same on concrete and steel and recommendations for

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protective measures.

If expansive soil is met with, recommendations on removal or retainment of the same under the structure, road, drains, etc. shall be given. In the latter case detailed specification of any special treatment required including specification or materials to be used, construction method, equipments to be deployed etc. shall be furnished. Illustrative diagram of a symbolic foundation showing details shall be furnished.

In case of loose filled up soil or compressible soil recommendation for Pile foundation (End bearing Pile or skin friction pile or under-ream pile) as appropriate shall be recommended along with Geo-technical design of piles.

**DRAFT REPORT**

- a) Drawings - two paper copies in colour and soft copy in email
- b) Reports and Records - two paper copies in colour and soft copy in email

**FINAL REPORT**

- a) Drawings - Four paper copies in colour and soft copy on pendrive
- b) Reports and Records - Four paper copies in colour and soft copy on pendrive



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## **PART-B**

### **TOPOGRAPHIC SURVEY**



**05.0** The intent of the survey programme for the proposed sites is to obtain sufficient topographical data for finalising all engineering works and establishment of Reference levels and plot extremities for reference during construction of the project.

#### **06.0 SCOPE OF WORK**

**06.01** The Terminals/SV plots along with approaches to the plots which are to be surveyed have been Identified in the enclosed Tender Document and shall also be clarified by the Engineer in charge during execution of work.

**06.02** The Survey agency shall carry out detail survey of the area along with showing :-

- Physical features, spot levels, invert levels of existing drains and culverts in terms of RL with their cross sections, transmission/telephone lines, service lines etc. land survey by triangulation or other suitable method.
- Topographical survey indicating existing permanent and temporary structures including levels & limits.
- Drawing of terrain.
- Detailed levels and coordinates of existing roads and other units.
- Preparation of survey drawings with descriptive note on terrain.
- Setting of reference grid lines and temporary bench marks.
- True Norths.
- Grids at 5m interval shall be established parallel to true north. Working reference point to be fixed at site with reference to some permanent bench mark.
- Any Angle between grid north & True north.
- Check the co-ordinations of existing roads and other units with reference to the details indicated by MECON.
- Survey of 5M length beyond the periphery of the proposed boundary wall around the proposed site.

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- Establish the HFL while indicating its source of information.
- To identify storm water disposal point with it's levels as per existing site condition.
- Plot plan to show all test locations w.r.to plot corner pegs as well as their RL.
- Procedure of investigation and method of tests adopted.

**06.03** Survey Agencies scope of work includes supplying and fixing 100mm dia wooden pegs embedded upto a depth of 1000mm in ground and exposed 150 mm above ground at all the corners of plots

**07.0 TECHNICAL SPECIFICATION**

The details to be covered in the contract work shall include the following :

**Total Station, Theodolite & Plane Table Survey**

The area to be surveyed, as indicated in the tender drawing, shall be traversed by closed triangulations.

Co-ordinates of existing buildings/ structures underground pipelines, canals/ drains, power transmission lines, towers, boundary lines, road intersection, points manholes, trees, etc., have to be established with respect to N-E grid and shown on drawing.



Existing bench mark, new reference pillars, triangulation stations shall be shown in the drawing indicating their co-ordinates.

All survey data collected during the day shall be plotted on the drawing on the same day. All field books shall be maintained and submitted to the Owner on completion of survey and drawings if required.

Geo-graphical and UTM co-ordinates of all Surveyed Points and boundary points of the area shall be computed and furnished to IGGL/MECON in the form of to scale AutoCad Attribute lists.

**07.01 Levelling work :**

The levelling work shall be based on the bench marks available in the vicinity or any permanent existing features. Vertical control based on existing bench marks shall be established based on closed level network. Suitable instruments shall be used for establishing the bench marks and for doing the general levelling work. All survey points, reference grid / corner pillars (of wooden pegs), shall be protected in such a way so that they are not disturbed during the construction period. The size

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of pegs shall be minimum 100mm dia of Wooden balli which shall be embeded in ground. Reference point for the grid system shall be nearest to the existing permanent features.

**07.02 Survey Details :**

It shall be general survey work to be used for engineering purposes. The survey shall be oriented towards furnishing informations for project planning and detailed engineering work. The survey shall show all the existing features alongwith levels and important dimensions.

Existing features such as roads, railway tracks, buildings, drains, man-holes, over head & under ground service lines, communication and supply lines, and similar permanent and temporary structures shall be shown.

Each survey drawing shall show sets of perpendicular grid lines parallel to actual North, South and East, West with reference to reference point. These are needed for the purpose of orienting and matching the survey drawings with layout of the unit.

Ground levels shall be shown on rectangular grid pattern at intervals of 5 metres. Additional levels to show sudden change of levels shall also be indicated. Contours are to be drawn at 0.20 m intervals.

Inverts levels of existing drains at regular intervals shall be taken. Top levels of man-holes shall also be taken.



Existing levels at regular intervals and at all junctions for roads, top levels, width, curvature at turning points shall be shown. Any other important detail shall also be shown.

Co-ordinates of all existing buildings/structures, hutments and other dwellings including power transmission lines, towers etc. Within the area shall also be indicated.

Bench marks, reference points, triangulation stations, any existing bore-holes, oil wells trial pits etc. used shall be clearly identified in the drawing indicating their values/co-ordinates.

Co-ordinates mentioned above shall be surveyed with respect to the reference axes N-S and E-W.

All survey data collected during the day shall be plotted on the drawing sheet on the same day. These drawings shall be used for following, day-to-day progress of

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work and for quick reference, if needed.

**07.03 Survey Drawing, Scale and Field Report :**

All survey drawings shall be made in metric units.

One set of survey drawings showing all specified details shall be drawn in the scale 1:100. Generally, A-1 size sheets shall be used for drawings. Other standard sizes as per MECON standards may also be used as necessary.

**DRAFT REPORT**

- |                        |   |   |           |
|------------------------|---|---|-----------|
| a) Drawings            | - | Two paper copies in colour and soft email   | copy in   |
| b) Reports and Records | - | Two paper copies in colour and and in email | soft copy |

**FINAL REPORT**



- |                        |   |   |         |
|------------------------|---|---|---------|
| a) Drawings            | - | Four paper copies in colour and soft pendrive | copy on |
| b) Reports and Records | - | Four paper copies in colour and soft pendrive | copy on |

**Accuracy of Work for Survey**

- |  |   |  |  |
|--|---|--|--|
| a) For General Survey (Contour & Topographical Details)        |   |  |  |
| Linear Measurement   | : | 1 in 10,000  |  |
| Leveling   | : | $\pm 5 \sqrt{\text{km}}$ mm<br>(Where KM is distance in Kilometer) |  |
| b) For High Precision Survey (Grid fixing & reference pillars) |   |  |  |
| Linear Measurement   | : | 1 in 50,000  |  |
| Leveling   | : | $\pm 2 \sqrt{\text{km}}$ mm  |  |

**07.04 Instruments, Tools and Tackles :**

The use of proper instruments is an important factor in survey work. The Contractor shall arrange his own instruments, accessories, tools and tackles, camping equipment and transport necessary for conducting the survey as per precision required.

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Experienced and qualified engineers, surveyors and draughtsmen shall be engaged to carry out the work.

The contractor shall submit all original field notes, sketches of traverse with each station clearly identified, note book of original closure for all traverse, Note book for all COGO calculation & least square adjustments for all traverse, Note book / diary & log of site team leader.

Each survey team shall have atleast the following survey instruments and accessories.

- a) Minimum One Total Station
- b) Precision Automatic levels with precision levelling staff
- c) Calculators
- d) Precision Measuring Tapes
- e) Targets sets
- f) Levelling staff, Ranging Rods
- g) Drawing office Instrument and accessories
- h) Other supporting tools and tackles

Note- The above mentioned list of survey instruments is minimum. The contractor shall provide any other instrument if required to carry out the survey work.

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## **9.0 SCHEDULE OF RATES**

### **9.1 Preamble**

All costs and expenses for mobilizing equipment, transport and personnel to complete the field work and preparation of route plans and survey report within stipulated time schedule shall be included in the item for survey work.

Tenderer's rate for any item in SOR shall unless otherwise noted include the cost of labour both skilled and unskilled, all taxes, royalties, other revenue expenses, temporary facilities, rework when advised by IGGL/MECON, continuation of work beyond working hours, in the night and on holidays if situation warrants, additional checks as per specification or as advised by the Engineer-in-Charge.

Providing facilities for inspection of work to MECON / IGGL.

Furnishing daily and weekly progress reports to MECON and attending all review meetings, site visits called by MECON.

# **SECTION-VIII**

# **PRICE BREAK-UP SHEET**



**SCHEDULE OF RATES**  
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				Currency (In INR)	Currency (In INR)	
<b>1 Consent to Establish/Operate from State Pollution Control Board</b>						
1.1	Submission of complete application for Consent to Establish	EA	1		0.00	
1.2	Obtaining of Consent to Establish/NOC from SPCB	EA	1		0.00	
1.3	Obtaining of Consent to Operate NOC from SPCB	EA	1		0.00	
<b>2 PESO Approval from Chief Controller of Explosives, Nagpur</b>						
2.1	Submission of complete application for PESO Approval before execution	EA	1		0.00	
2.2	Obtaining PESO Approval before execution from CCE Nagpur	EA	1		0.00	
2.3	Obtaining PESO Approval before Charging/Commissioning from CCE Nagpur	EA	1		0.00	
<b>3 Permanent Land Acquisition for SV/IP/RT/DT (Approx. Sizes upto 60X60 for SVs and 100X100 for DT/RT/IP)-Services for Permanent Land Acquisition through Private / Direct Negotiation /Through Government Procedures</b>						
3.1	Identification of land /plot with alternative 2 - 3 options, depending upon site location and selection of most suitable land/plot and obtaining of revenue records such Khautoni/Jamabandi/LPC, Khasra, X-Sizara/ village map, identification of survey no(s) on field and ascertaining ownership of land /plot to be purchased.	EA	14		0.00	
3.2	Obtaining In-principle consent from the land owners, establishing correctness of ownership, establishing share of land owners, obtaining revenue records such as Non-Encumbrance Certificate, Search Report minimum 30 years, obtaining of DLC /Circle rates of land, obtain of sale deeds of similar type of land situated in the nearest village or vicinity area during immediately preceding 03 years of the year in which purchase of land is proposed to be made.	EA	14		0.00	
3.3	Signing of rate agreement and consent to Sell, measurement of land by State Govt. revenue, obtaining the reports of measurement, obtaining of statutory NOC' s, approvals from authorities concerned, Legal Vetting by Advocate etc before registration of land in the name of IGGL.	EA	14		0.00	
3.4	Obtaining Non-Agricultural Approval for the land to be purchased from concern Collector /District Magistrate, as the case may be, Obtaining Town Planning Approval from concern authority involved statutory authority like Urban /Local body, if applicable, preparing draft of sale deeds, vetting by IGGL and advocate, liaisoning with Registrar /sub- Registrar office and Tehsil officials for execution of sale deeds.	EA	14		0.00	
3.5	Physical Possession of land, Execution of sale deed and Registration in the name of IGGL	EA	14		0.00	
3.6	Mutation of Land in Revenue Records	EA	14		0.00	



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4	<b>Obtaining Non-Agricultural Permission for the finalized plot from concerned Authority.</b>	EA	14		0.00	
5	<b>TOPOGRAPHICAL SURVEY</b>					
	Conducting topographical ground/land survey in the specified plots/area of dispatch /Receiving stations, Tap-offs , IP/ SV stations along with the survey of the approaches of these station area or any other location as directed by EIC by conventional/GPS or any other standard method, covering details of physical features like Ponds, Forest, Trees, Roads, Culverts, transmission lines, electric poles, underground or any other services including establishing high flood level with source of information, storm water disposal point with levels, recording spot levels, including providing in tabulation girth wise no. of trees etc as specified, plotting and developing topographical contour maps in the interval of 0.5 m, showing true north including establishing survey reference stations, key plan etc. including all equipment's, instruments, personnel's, clearing of bushes as per requirement for intervisibility to carry out survey work etc., complete work in all respects as per drawings, specifications and directions of Engineer-in-Charge including Mobilization and demobilization and relocation of equipments, necessary plant and personnel at the test stations, submitting hard copies of final drawings/map (4 copies) and supply of electronic files (CAD Output) on pendrive.	SQM	91200		0.00	
	Note :- 1. Tentative Number of Plots for Topographical Survey is 14 Nos. 2. Area of plot shall be surveyed up to 5m beyond plot boundary and up to approach road on front side of the plot. 3. To be read along with relevant survey TS.					
6	<b>GEOTECHNICAL INVESTIGATION IN PLOTS</b>					
	.Carrying out complete Geotechnical Investigation in all type of soil by shell and auger method upto 10 m depth from Existing Ground Level (EGL) including recording of water table (if met with within the depth drilled) after completion of boring and conducting the required laboratory tests from NABL or equivalent accredited laboratory as per ISO/IEC 17025 and as directed by Engineer in Charge including providing all manpower, tools, tackles, materials, survey equipments, drilling rigs, soil testing equipment, other equipments, other support facilities including mobilization, demobilization and relocation, necessary for the survey and associated work and submitting Final Geotechnical Report (along with the soft copy) incorporating all field and laboratory data and recommending the type of foundation and the safe bearing pressure and/or Load bearing capacity of Pile (See Note) for the proposed sites, Drawings, Data etc. (4 Copies) in an approved format drawings, approved QAP, implementation schedule and other provisions of the Tender Document and instructions of the Engineer-in-charge. Note :- Number of Plots for Geotechnical Investigation are 14 Nos.					
6.1	By Boring of minimum 150 mm dia boreholes upto a max. depth as specified or refusal strata (REFUSAL means when N> 100 for 30 cms of penetration) in all type of soil.	RM	320		0.00	
6.2	Field Investigations					
6.2.1	Conducting Standard Penetration Tests in Boreholes as specified as decided by EIC.	EACH	215		0.00	
6.2.2	Collecting 100 mm dia undisturbed sample form boreholes as specified as decided by EIC.	EACH	43		0.00	
6.2.3	Collecting Disturbed samples from Bore Holes	EACH	172		0.00	
6.3	Conducting the following laboratory tests in NABL or equivalent accredited laboratory as per ISO/IEC 17025					



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6.3.1	Atterberg's Limit (Liquid Limit & Plastic Limit)	EACH	215		0.00	
6.3.2	Natural Moisture Content	EACH	215		0.00	
6.3.3	Bulk and Dry Density	EACH	215		0.00	
6.3.4	Specific gravity and Void ratio	EACH	215		0.00	
6.3.5	Grain Size Analysis and IS Classification	EACH	215		0.00	
6.3.6	Direct Shear Test	EACH	64		0.00	
6.3.7	Tri Axial Shear Test	EACH	96		0.00	
6.3.8	California Bearing Ratio (CBR) Test	EACH	18		0.00	
6.3.9	Chemical Analysis of Soil and Water Samples (Sulphate, Chloride & pH Value)	EACH	18		0.00	
6.4	Coring in rock					
6.4.1	NX' size Core Drilling through all types of rock (underlying the original soil layer) by Hydraulic fed rotary drilling equipment using Diamond bit & Double tube core barrel for a depth as directed by EIC including collection & preservation of rock sample, recording of Recovery & RQD, mainatining of drilling observations, all as per specification.	RM	50		0.00	
6.4.2	Laboratory tests on Rock samples					
6.4.3	Carry out tests to determine basic properties of rock samples (Unit wt. natural moisture content ) as specified	EACH	10		0.00	
6.4.4	Conducting Unconfined Compression Tests on rock samples	EACH	10		0.00	
6.4.5	Carry out tests to determine basic properties of rock samples (water absorption & porosity ) as specified	EACH	10		0.00	
6.4.6	Point Load test on rock samples	EACH	10		0.00	
6.4.7	Carry out tests to determine basic properties of rock samples (SPECIFIC GRAVITY ) as specified	EACH	10		0.00	
6.4.8	Determination of Bulk Density of rock.	EACH	10		0.00	
6.4.9	Determination of Slake Durability of rock.	EACH	10		0.00	
	<b>Note -</b>					
	1. The above quantities are tentative and may vary based on site conditions.					
	2. Safe bearing pressure at 1.5m , 2.0m and 2.5m, 3.0m below ground or at other depths for open and raft					
	3. Water table to be reported					
	4. Recommendations for cast-in- situ skin friction end bearing 500 mm dia pile along with calculation of capacity of piles. Target compressive strength shall be considered as 30 T and bore log shall be extended to further depth, if so needed					
	5. Liquefaction Potential evaluation with recommentation, shall be reported					
<b>Note:</b>	(i) The bidder must indicate currency(ies) against each quoted item of the SOR. (ii) The total amount shall also be given by the bidder in the quoted currency(ies).			<b>Total Amount of quoted price (inclusive of all applicable taxes &amp; duties except GST (CGST&amp;SGST/UTGST or IGST).</b>	<b>0</b>	
				<b>GST (CGST&amp;SGST/UTGST or IGST) @ 18 % on Total Amount of quoted price (inclusive of all applicable taxes &amp; duties</b>	<b>0</b>	
				<b>Total Amount of quoted price (inclusive of all applicable taxes &amp; duties including GST (CGST&amp;SGST/UTGST or IGST).</b>	<b>0</b>	



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Place \_\_\_\_\_  
 Date : \_\_\_\_\_  
 \_\_\_\_\_

Signature of Authorised Signatory  
 Name : \_\_\_\_\_  
 Designation : \_\_\_\_\_  
 Seal : \_\_\_\_\_