



**HIRING OF 57 NOS. OF VEHICLES ON MONTHLY BASIS FOR NEGGS
PROJECT FOR A PERIOD OF 24 MONTHS**

**TENDER NO.: IGGL/GHY/C&P/57-VEH/07-26
(E –TENDER NO: IGGL-100123)**

DOMESTIC COMPETITIVE BIDDING THROUGH OPEN E-TENDERING

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

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

ATTENTION

THIS IS AN ELECTRONIC TENDER

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

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SECTION-I

INVITATION FOR BID (IFB)

SECTION-I

"INVITATION FOR BID (IFB)"

Ref No: IGGL/GHY/C&P/57-VEH/07-26

Date: 31.07.2026

To,

SUB: HIRING OF 57 NOS. OF VEHICLES ON MONTHLY BASIS FOR NEGG PROJECT FOR A PERIOD OF 24 MONTHS.

Dear Sir/Madam,

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

2.0 The brief details of the tender are as under:

(A)	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	HIRING OF 57 NOS. OF VEHICLES ON MONTHLY BASIS FOR NEGG PROJECT FOR A PERIOD OF 24 MONTHS					
(B)	TENDER NO. & DATE	IGGL/GHY/C&P/57-VEH/07-26 date 31.07.2026. (E-Tender No. IGGL-100123)					
(C)	TYPE OF BIDDING SYSTEM	<table><tr><td>SINGLE BID SYSTEM</td><td> </td></tr><tr><td>TWO BID SYSTEM</td><td>☒</td></tr></table>		SINGLE BID SYSTEM		TWO BID SYSTEM	☒
SINGLE BID SYSTEM							
TWO BID SYSTEM	☒						
(D)	TYPE OF TENDER	<table><tr><td>E-TENDER</td><td>☒</td></tr><tr><td>MANUAL</td><td> </td></tr></table> E-TENDER NO: IGGL-100123		E-TENDER	☒	MANUAL	
E-TENDER	☒						
MANUAL							
(E)	COMPLETION/CONTRACT PERIOD	The Contract will be valid for a period of 24 months , commencing within one month from the date of Letter of Acceptance or from the dates of deployment of vehicles whichever is earlier. The contract shall have a provision for extension by another 12 months.					

(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<table><tr><td>APPLICABLE</td><td> ✓ </td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table>	APPLICABLE	✓	NOT APPLICABLE															
		APPLICABLE	✓																	
		NOT APPLICABLE																		
		Following EMD amount to be submitted by the bidders:																		
		<table><tr><th>Sl. No.</th><th>EMD Amount (In Rs.)</th></tr><tr><td>Part A</td><td>Rs.12.59 Lacs</td></tr><tr><td>Part B</td><td>Rs.3.60 Lacs</td></tr><tr><td>Part C</td><td>Rs.2.70 Lacs</td></tr><tr><td>Part D</td><td>Rs.8.99 Lacs</td></tr><tr><td>Part E</td><td>Rs.3.60 Lacs</td></tr><tr><td>Part F</td><td>Rs.8.09 Lacs</td></tr><tr><td>Part G</td><td>Rs.7.19 Lacs</td></tr><tr><td>Part H</td><td>Rs.4.50 Lacs</td></tr></table>	Sl. No.	EMD Amount (In Rs.)	Part A	Rs.12.59 Lacs	Part B	Rs.3.60 Lacs	Part C	Rs.2.70 Lacs	Part D	Rs.8.99 Lacs	Part E	Rs.3.60 Lacs	Part F	Rs.8.09 Lacs	Part G	Rs.7.19 Lacs	Part H	Rs.4.50 Lacs
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Part H	Rs.4.50 Lacs																			
Note: i) In case, bidder wishes to quote for more than one part, the requirement of minimum EMD amount shall be on cumulative basis for the quoted parts. ii) If any bidder wish to quote for more than one part and the cumulative EMD amount exceeds Rs.15Lakhs, then the bidder need to submit only Rs.15 Lakhs as the EMD amount. iii) For MSEs & Start-Ups bidders, EMD is exempted and Bid security declaration is to be submitted in place of the EMD (Refer clause no.16 of ITB)																				
(F1)	DECLARATION FOR BID SECURITY	MSEs and Start-Ups (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A.																		
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From: 31.07.2026 to 21.08.2026 upto 14:00 Hrs, (IST) on following websites: IGGL Website – https://iggl.co.in/ Govt. CPP Portal - https://etenders.gov.in																		
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Not Applicable.																		
(I)	DUE DATE & TIME OF BID-SUBMISSION	Date : 21.08.2026 Time : 14:00 HRS.																		
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 22.08.2026 Time : 14:00 HRS																		

(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	1) Name: Mr. Raja Sahab Uddin Ahmed Designation: General Manager (C&P) Phone No.: 9531101226/8 E-mail: raja.ahmed@iggl.co.in 2) Name: Mr. Tanveer Jalal Designation: Chief Manager (C&P) Phone No.: 9531101228/6 E-mail: tanveer.jalal@iggl.co.in
(L)	DEALING IGGL'S OFFICE ADDRESS	INDRADHANUSH GAS GRID LIMITED 7 th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 In case of E-Tender, bid must be submitted only on <https://etenders.gov.in>. Further, the following documents in addition to uploading the bid on e-tender portal shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bidding Data Sheet (BDS):
 - (i) EMD/Bid Security /Declaration for Bid Security (As applicable)
 - (ii) Power of Attorney (POA)
 - (iii) Line of Credit (If applicable)
 - (iv) Integrity Pact (If applicable)
- 5.0 Except for the above requisite documents, no documents in the physical form or Hardcopy shall be entertained. Any documents if submitted (i.e., other than the above requisite document) will be discarded.
- 6.0 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.
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 8.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB. The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.
- 9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above-mentioned website(s) only. Bidders are requested to visit the website

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regularly to keep themselves updated. In case of manual tendering, Clarification(s)/Corrigendum(s), if any, shall be sent to the prospective bidder(s) by email/post.

- 10.0 System generated Request for Quotation (RFQ), if any, shall also form an integral part of the Tender Document.
- 11.0 IGGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

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

Name : Mr. Raja Sahab Uddin Ahmed
Designation : GM (C&P)
E-mail ID : raja.ahmed@iggl.co.in
Contact No. : 9531101226/8

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DO NOT OPEN - THIS IS A QUOTATION

Bid Document No.: IGGL/GHY/C&P/57-VEH/07-26 (E-TENDER NO. IGGL-100123)

Description : **HIRING OF 57 NOS. OF VEHICLES ON MONTHLY BASIS FOR NEGG PROJECT FOR A PERIOD OF 24 MONTHS.**

Due Date & Time : **21.08.2026 at 14:00 hrs.**

From:

To:

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

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SECTION-II

BID EVALUATION CRITERIA (BEC) & BID EVALUATION METHODOLOGY

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

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

1.0 BID EVALUATION CRITERIA (BEC):

1.1 BEC (TECHNICAL)

The following shall be the Bid Evaluation Criteria for the subject job ::

Definition of Parts:			
SN	Type of Vehicle	Reqd. Nos.	Veh. Months
Part-A	Mahindra Scorpio N/ Scorpio Classic S or Equivalent	14	366
Part-B	Mahindra Scorpio N/ Scorpio Classic S or Equivalent	04	96
Part-C	Mahindra Scorpio N/ Scorpio Classic S or Equivalent	03	72
Part-D	Mahindra Scorpio N/ Scorpio Classic S or Equivalent	10	240
Part-E	Mahindra Scorpio N/ Scorpio Classic S or Equivalent	04	96
Part-F	Mahindra Scorpio N/ Scorpio Classic S or Equivalent	09	216
Part-G	Mahindra Scorpio N/ Scorpio Classic S or Equivalent	08	192
Part-H	Mahindra Scorpio N/ Scorpio Classic S or Equivalent	05	120
TOTAL		57	1368

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

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

Part(s)	*Similar work	Minimum Work Order Value		
		I (or)	II (or)	III
Part-A	Bidder shall have experience of having executed contract of providing of vehicles to any Govt. / Semi Govt. / PSU / MNC / Public Ltd. Company / Pvt. Ltd.	One similar completed work costing not less than Rs.5,03,59,592.78	Two similar completed works costing not less than Rs.3,14,74,745.49 each	Three similar completed works costing not less than Rs.2,51,79,796.39 each
Part-B		One similar completed work costing not less than Rs.1,43,88,455.08	Two similar completed works costing not less than Rs.89,92,784.43 each	Three similar completed works costing not less than Rs.71,94,227.54 each
Part-C		One similar completed work costing not less than Rs.1,07,91,341.31	Two similar completed works costing not less than Rs.67,44,588.32 each	Three similar completed works costing not less than Rs.53,95,670.66 each
Part-D		One similar completed work costing not less than Rs.3,59,71,137.70	Two similar completed works costing not less than Rs.2,24,81,961.07 each	Three similar completed works costing not less than Rs.1,79,85,568.85 each

Part-E	One similar completed work costing not less than Rs.1,43,88,455.08	Two similar completed works costing not less than Rs.89,92,784.43 each	Three similar completed works costing not less than Rs.71,94,227.54 each
Part-F	One similar completed work costing not less than Rs.3,23,74,023.93	Two similar completed works costing not less than Rs.2,02,33,764.96 each	Three similar completed works costing not less than Rs.1,61,87,011.96 each
Part-G	One similar completed work costing not less than Rs.2,87,76,910.16	Two similar completed works costing not less than Rs.1,79,85,568.85 each	Three similar completed works costing not less than Rs.1,43,88,455.08 each
Part-H	One similar completed work costing not less than Rs.1,79,85,568.85	Two similar completed works costing not less than Rs.1,12,40,980.53 each	Three similar completed works costing not less than Rs.89,92,784.42 each
<u>Note:</u> 1. In case, bidder wishes to quote for more than one part, bidder shall meet the minimum work order value of BEC-Technical criteria on cumulative value basis for the quoted parts. 2. The bidder must submit copies of relevant work orders, SOR and Job completion certificates from the principal indicating final executed value in support of this criterion along with un-priced bid.			

Note 1:

- (i) Work Order/Agreement must clearly indicate Nature of work/ service, various components/items, period and value. Similarly, completion certificate must clearly indicate reference to relevant work order, actual value of executed work and actual date of completion as applicable.
- (ii) Bidders, presently executing any ongoing order of IGGL or having executed any past order of IGGL, has to produce '**certificate of satisfaction**' duly certified by the concerned EIC of the contract. IGGL reserves the right to reject any bid, if the performance certificate is not provided or performance not found satisfactory.
- (iii) 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.
- (iv) Bids from Consortium / Joint Venture shall not be accepted.
- (v) In case the bidder is executing a contract (of similar works as defined in Clause 1.1.1) which is still running and the contract value executed till one day prior to the 'final due date of submission of the bid' is equal to or more than the minimum prescribed value as mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory Execution Certificate to this effect issued by the end user/owner.

Further, bidder has to submit Execution Certificate from the EIC stating the value of work completed up to one day prior to the 'final bid due date.' The Execution Certificate should

have the contact details of the person issuing the certificate with valid email ID. IGGL may take separate confirmation from EIC in this regard and may not consider cases where no confirmation has been received.

- (vi) A job executed by a Bidder for its own plant/ projects/study cannot be considered as experience for the purpose of meeting the requirement of BEC of the tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by statutory auditor of the Bidder towards payments of statutory taxes in support of the job executed for the Subsidiary/Fellow subsidiary/Holding company. Such Bidder should submit these documents in addition to the documents specified in the bidding document to meet BEC.

1.2 BEC (FINANCIAL):

- i) **Average Annual Turnover:** The minimum annual turnover achieved by the bidder as per their audited financial results during any one of the preceding three financial years are as follows:

Sl. No.	Nos. of vehicles in Partwise	Annual Turnover (In Rs.)
Part A	14 Nos.	Rs.157.37 Lacs
Part B	04 Nos.	Rs.44.96 Lacs
Part C	03 Nos.	Rs.33.72 Lacs
Part D	10 Nos.	Rs.112.41 Lacs
Part E	04 Nos.	Rs.44.96 Lacs
Part F	09 Nos.	Rs.101.17 Lacs
Part G	08 Nos.	Rs.89.93 Lacs
Part H	05 Nos.	Rs.56.20 Lacs
Note: In case, bidder wishes to quote for more than one part, the requirement of minimum average annual turnover shall be on cumulative basis for the quoted parts.		

- ii) **Net Worth:** The Net Worth of the bidder should be positive for the preceding audited financial year.

- iii) **Working Capital:** The minimum working capital of the bidder for the preceding audited financial year are as given below:

Sl. No.	Nos. of vehicles in Partwise	Working Capital (In Rs.)
Part A	14 Nos.	Rs.31.47 Lacs
Part B	04 Nos.	Rs.8.99 Lacs

Part C	03 Nos.	Rs.6.74 Lacs
Part D	10 Nos.	Rs.22.48 Lacs
Part E	04 Nos.	Rs.8.99 Lacs
Part F	09 Nos.	Rs.20.23 Lacs
Part G	08 Nos.	Rs.17.99 Lacs
Part H	05 Nos.	Rs.11.24 Lacs
Note: In case, bidder wishes to quote for more than one part, the requirement of minimum working capital shall be on cumulative basis for the quoted parts.		

NOTE 2:

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

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

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

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

In case the date of constitution/incorporation of the bidder is less than 03 years old, the average turnover in respect of the completed financial years after the date of constitution/ incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria

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

➤ **GENERAL CRITERIA:**

- a) The company must be registered with appropriate authorities for all applicable statutory duties/taxes. Valid documentary proof of: GST number - PAN/TAN number - Registration certificate under "The Motor Transport Worker Act 1961"(Wherever applicable) - Valid Taxi permit registered in the name of Firm/Bidder in case of Proprietorship/ Partnership concern and in the name of the Firm / Company for other than Proprietorship/ Partnership concern.
- b) In absence of requisite documents, IGGL reserves the right to reject the bid without making any reference to the bidder.
- c) The bidders who are on Holiday list or in banning list of IGGL or any other departments under Ministry of Petroleum & Natural Gas due to "poor performance" or corrupt and fraudulent practice or blacklisted/banned by any Government Department/Public Sector as on the due date of submission of bid/during the process of evaluation of bids, the offers of such bidders shall not be considered for opening/evaluation/award.

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

- (a) **BEC (Technical Criteria):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of contract submitted by bidder.
- (b) **BEC (Financial Criteria):**
 - (i) **For Annual Turnover:**
The average of Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the First date and Last date of the respective Financial Year.
 - (ii) **For Net-Worth & Working Capital:**
The Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the Last date of the respective Financial Year.
- (c) In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:
<https://www.xe.com/currencyconverter>
<https://economictimes.indiatimes.com/markets/forex/currency-converter>
<https://www.oanda.com/currency/converter>

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

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.

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

Domain (i.e. Industry & Sector) of Startups for the instant tender shall be as under:

Sl. No.	Domain	
	Industry	Sector
1.	Transportation & Storage	Freight & Logistics Services, Passenger transportation services, Transport infrastructure, others.
2.	Logistics	Others
3.	Passenger Experience	Others
4.	Travel & Tourism	Experiential travel, others
5.	Automotive	Others
Note: In case of a Start-up whose "Certificate of Recognition" is stipulating an Industry & Sector other than those mentioned in the above table, then such Start-Up will not be eligible for any benefit and will be treated as a "Non-Start-Up" vendor. Such Start-Ups have to mandatorily submit the documents mentioned in BEC, failing which their bids will be liable for rejection.		

Prior turnover and prior experience as mentioned above in financial and technical criteria of BEC shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document.

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

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

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

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

1.6 DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC

(A) BEC-Technical:

Sl. No.	DESCRIPTION	DOCUMENTS REQUIRED FOR QUALIFICATION																											
1.	Experience Criteria	(a) Detailed work order/agreement along with detailed Schedule of Rates (SOR). (b) Completion certificate / Client/Execution certificate issued by end user. (c) The bidder or its group shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies. Declaration in this regard by the authorized signatory of the bidder. Note: The completion certificate / Client certificate should preferably reflect: (i) Full Address of Client, officer issuing certificate, (ii) Reference of relevant work order, (iii) Actual value of executed work, (iv) Date of actual completion, successful completion of works																											
2.	The bidder must own as mentioned number of vehicles as on due date of bid submission for quoting in any Parts	<table border="1"> <thead> <tr> <th>SN</th><th>Type of Vehicle</th><th>Reqd. Nos.</th></tr> </thead> <tbody> <tr> <td>Part-A</td><td>Any Commercial Vehicle such as Sedan /SUV/ Premium SUV</td><td>5</td></tr> <tr> <td>Part-B</td><td>Any Commercial Vehicle such as Sedan/SUV/ Premium SUV</td><td>2</td></tr> <tr> <td>Part-C</td><td>Any Commercial Vehicle such as Sedan/SUV/ Premium SUV</td><td>2</td></tr> <tr> <td>Part-D</td><td>Any Commercial Vehicle such as Sedan/SUV/ Premium SUV</td><td>3</td></tr> <tr> <td>Part-E</td><td>Any Commercial Vehicle such as Sedan/SUV/ Premium SUV</td><td>2</td></tr> <tr> <td>Part-F</td><td>Any Commercial Vehicle such as Sedan/SUV/ Premium SUV</td><td>3</td></tr> <tr> <td>Part-G</td><td>Any Commercial Vehicle such as Sedan/SUV/ Premium SUV</td><td>3</td></tr> <tr> <td>Part-H</td><td>Any Commercial Vehicle such as Sedan/SUV/ Premium SUV</td><td>2</td></tr> </tbody> </table> Note: In case, bidder wishes to quote for more than one Part, the requirement of minimum no. of vehicles shall be on cumulative basis for the quoted Parts. In support of the above, Documentary proof in the form of copy of Valid Registration Certificate must be submitted along with bid. The above vehicles shall be having valid taxi permits and should be registered in the name of Firm/Bidder in case of Proprietorship/Partnership concern and in the name of the Firm / Company for other than Proprietorship/Partnership concern.	SN	Type of Vehicle	Reqd. Nos.	Part-A	Any Commercial Vehicle such as Sedan /SUV/ Premium SUV	5	Part-B	Any Commercial Vehicle such as Sedan/SUV/ Premium SUV	2	Part-C	Any Commercial Vehicle such as Sedan/SUV/ Premium SUV	2	Part-D	Any Commercial Vehicle such as Sedan/SUV/ Premium SUV	3	Part-E	Any Commercial Vehicle such as Sedan/SUV/ Premium SUV	2	Part-F	Any Commercial Vehicle such as Sedan/SUV/ Premium SUV	3	Part-G	Any Commercial Vehicle such as Sedan/SUV/ Premium SUV	3	Part-H	Any Commercial Vehicle such as Sedan/SUV/ Premium SUV	2
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Part-F	Any Commercial Vehicle such as Sedan/SUV/ Premium SUV	3																											
Part-G	Any Commercial Vehicle such as Sedan/SUV/ Premium SUV	3																											
Part-H	Any Commercial Vehicle such as Sedan/SUV/ Premium SUV	2																											

3.	Bidder must possess a valid registration under "The Motor Transport Worker Act 1961" (wherever applicable). The Act is applicable on employing five or more motor Transport worker as per Section-I of "The motor Transport Workers Act 1961"	Bidder must submit the copy of 'Certificate of Registration' (wherever applicable), issued by concerned authorities as supporting document.
4.	Bidder to submit the mentioned forms as per IGGL format along with the unpriced bids.	a) BIDDING CONSENT FORM- Attached as Form-A below b) Experience Declaration Form- Attached as Form-B below c) Startup Declaration Form- Attached as Form-C below d) Vehicle Ownership Declaration Form- Attached as Form-D below

(B) BEC-Financial:

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

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

i) BEC (Technical):

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

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ii) BEC (Financial):

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

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

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

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

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

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

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

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

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.

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Note:

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

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

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

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

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

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

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. **"Bidder from a country which shares a land border with India"** for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or

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- 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

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the Committee shall be final.).

- 8. "Specified Transfer of Technology"** means a transfer of technology in the sectors and/or technologies specified at Schedule-I, II & 3 of this order.

9. SUBMISSION OF CERTIFICATE IN BIDS:

Bidder shall submit a certificate in this regard as Form-I-A.

For cases falling under the category of Transfer of Technology, Bidder shall submit a certificate in this regard as Form-I-B.

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

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

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

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

1.11 BID EVALUATION METHODOLOGY: The order shall be finalized on "Least cost to IGGL" partwise basis as per the following methodology:

- i) Bidder may quote for any one or more part. Evaluation shall be done on part wise basis. Bidders are required to quote for full quantity of vehicles against the Part(s) in SOR for which bidder is quoting. Bidder must quote for all items in each part for which bidder wish to quote (i.e., Part-A, Part-B, Part-C, Part-D, Part-E, Part-F, Part-G and Part-H) as defined in the price bid/BoQ, else the bid shall not be considered for further evaluation.
- ii) In case a bidder happens to be the lowest (L-1) bidder for more than one part but does not qualify against BEC for all the quoted Parts; whether technical and/or financial, the Parts to be considered for award shall be restricted up to eligibility criteria and order shall be finalized on "Least cost to IGGL" basis.
- iii) To arrive at the lowest-evaluated bid, the evaluation of all techno-commercially acceptable bids shall be carried out as under:
 - a. Total quoted price including all taxes & duties including GST for entire scope of work, after arithmetic check.
 - b. Purchase preference, pursuant to relevant clause of tender, if applicable.

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iv) In case of Tie at L1 position following criteria shall be followed:

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

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Form-I-A

UNDERTAKING ON LETTERHEAD

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

SUB: HIRING OF 57 NOS. OF VEHICLES ON MONTHLY BASIS FOR NEGG PROJECT FOR A PERIOD OF 24 MONTHS

TENDER NO: IGGL/GHY/C&P/57-VEH/07-26

Dear Sir

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

(i) Not from such a country []

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

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

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

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

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Form-I-B

UNDERTAKING ON LETTERHEAD

(Applicable in case of Transfer of Technology cases only)

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

SUB: HIRING OF 57 NOS. OF VEHICLES ON MONTHLY BASIS FOR NEGG PROJECT FOR A PERIOD OF 24 MONTHS

TENDER NO: IGGL/GHY/C&P/57-VEH/07-26

Dear Sir

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

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Form-II

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

To,

M/s Indradhanush Gas Grid Limited (IGGL)

SUB: **HIRING OF 57 NOS. OF VEHICLES ON MONTHLY BASIS FOR NEGG PROJECT FOR A PERIOD OF 24 MONTHS.**

TENDER NO: **IGGL/GHY/C&P/57-VEH/07-26**

Dear Sir

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

(i) not from such a country []

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

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

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

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

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

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Appendix-A1 to Section II

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

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

Whereas

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

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

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

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

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

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

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

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

Witness:

- 1)
- 2)

Witness:

- 1)
- 2)

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Appendix-A2 to Section II

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

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

FOR

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

TOWARDS

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

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

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

AND WHEREAS one of the 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.

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

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

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

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arbitration shall be Guwahati, Assam, India. The language of arbitration shall be English.

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

OR

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

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

(Strike through the clause whichever is not applicable)

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

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For & on behalf of (Supporting Company)

M/s _____

Signature_____

Name_____

Designation _____

official seal_____

Witness:

1.Signature_____

Full Name _____

Address_____

2.Signature_____

Full Name _____

Address_____

INSTRUCTIONS FOR FURNISHING GUARANTEE

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

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Appendix-A2A to Section II

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

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

The above certificate should be enclosed along with the Guarantee.

Appendix-A3 to Section II

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

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

Dear Sir(s),

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

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

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

- We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____

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

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

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

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Bank
E-mail:
Telephone/Mobile No.:

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Guwahati.
2. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser as per format appended below.
3. The Bank Guarantee shall be from any Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve bank of India as scheduled foreign bank.
4. **THE BANK GUARANTEE ISSUED BY THE BANK MUST BE ROUTED THROUGH SFMS PLATFORM AS PER FOLLOWING DETAILS:**

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

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

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

Field Number	Particulars
7037	IGGL938956645

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

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

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

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

Form -A
BIDDING CONSENT FORM:

There are 08 parts of BID. The bidder has to clearly indicate (Yes/No) for the part/parts the BID is being submitted:

Part	Description	BID Submitted (Yes/No)
Part-A	Mahindra Scorpio N/ Scorpio Classic S or Equivalent – 14 Nos.	
Part-B	Mahindra Scorpio N/ Scorpio Classic S or Equivalent – 04 Nos.	
Part-C	Mahindra Scorpio N/ Scorpio Classic S or Equivalent – 03 Nos.	
Part-D	Mahindra Scorpio N/ Scorpio Classic S or Equivalent – 10 Nos.	
Part-E	Mahindra Scorpio N/ Scorpio Classic S or Equivalent – 04 Nos.	
Part-F	Mahindra Scorpio N/ Scorpio Classic S or Equivalent – 09 Nos.	
Part-G	Mahindra Scorpio N/ Scorpio Classic S or Equivalent – 08 Nos.	
Part-H	Mahindra Scorpio N/ Scorpio Classic S or Equivalent – 05 Nos.	

- The Startup Bidder shall mandatorily fill the “Startup Declaration Form”.
- The Bidder other than Startup shall mandatorily fill in the following Forms:
 1. Experience Declaration Form
 2. Vehicle Ownership Declaration Form
 3. Average Annual Financial Turnover Form
 4. Working Capital Declaration Form

Signature and Seal of Chartered Engineer	Signature and Seal of Bidder
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Signature and Seal of notary public

FORM-B Experience Declaration Form

Bidder shall have experience of having executed at least a single order / contract of providing of vehicles to any Govt. / Semi Govt. / PSU / MNC / Public Ltd. Company / Pvt. Ltd. in previous seven (07) years prior to the due date of bid submission having minimum order value as mentioned below in column. The bidder has to clearly indicate exact Order Value Executed in previous seven (07) years. In case, bidder wishes to quote for more than one Part, the requirement of minimum work /contract order value shall be on cumulative basis for the quoted Parts.

Parts	Minimum Order Value Required (A)	Reference Number of Completion/ Execution Certificate with Date (B)	Value Executed (C)	Certificate Issuing Authority (D) & Full Address of the Organization(D)
Part A	1. One (1) similar completed work each costing not less than INR5,03,59,592.49 OR 2. Two (2) similar completed works each costing not less than INR3,14,74,745.49 OR 3. Three (3) similar completed works each costing not less than INR2,51,79,796.39	1. 2. 3.	1. 2. 3.	1. 2. 3.
Part B	1. One (1) similar completed work each costing not less than INR1,43,88,455.08 OR 2. Two (2) similar completed works each costing not less than INR89,92,784.43 OR 3. Three (3) similar completed works each costing not less than INR71,94,227.54	1. 2. 3.	1. 2. 3.	1. 2. 3. 1. 2. 3.
Part C	1. One (1) similar completed work each costing not less than INR1,07,91,341.31 OR 2. Two (2) similar completed works each costing not less than INR67,44,588.32 OR 3. Three (3) similar completed works each costing not less than INR53,95,670.66	1. 2. 3.	1. 2. 3.	1. 2. 3.
Part D	1. One (1) similar completed work each costing not less than INR3,59,71,137.70 OR 2. Two (2) similar completed works each costing not less than INR2,24,81,961.06 OR 3. Three (3) similar completed works each costing not less than INR1,79,85,568.85	1. 2. 3.	1. 2. 3.	1. 2. 3.
Part E	1. One (1) similar completed work each costing not less than INR1,43,88,455.08 OR 2. Two (2) similar completed works each	1. 2. 3.	1. 2. 3.	1. 2. 3.

	costing not less than INR89,92,784.43 OR 3. Three (3) similar completed works each costing not less than INR71,94,227.54			
Part F	1. One (1) similar completed work each costing not less than INR3,23,74,023.93 OR 2. Two (2) similar completed works each costing not less than INR2,02,33,764.96 OR 3. Three (3) similar completed works each costing not less than INR1,61,87,011.97	1. 2. 3.	1. 2. 3.	1. 2. 3.
Part G	1. One (1) similar completed work each costing not less than INR2,87,76,910.16 OR 2. Two (2) similar completed works each costing not less than INR1,79,85,568.85 OR 3. Three (3) similar completed works each costing not less than INR1,43,88,455.08	1. 2. 3.	1. 2. 3.	1. 2. 3.
Part H	1. One (1) similar completed work each costing not less than INR1,79,85,568.85 OR 2. Two (2) similar completed works each costing not less than INR1,12,40,980.53 OR 3. Three (3) similar completed works each costing not less than INR89,92,784.43	1. 2. 3.	1. 2. 3.	1. 2. 3.

Signature and Seal of Chartered Engineer	Signature and Seal of Bidder
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Signature and Seal of notary public

FORM-C
Startup Declaration Form

The Bids from Startup shall be accepted from following domains only.

Sl. No.	Domain	
	Industry	Sector
1.	Transportation & Storage	Freight & Logistics Services, Passenger transportation services, Transport infrastructure, Others.
2.	Logistics	Others
3.	Passenger Experience	Others
4.	Travel & Tourism	Experiential travel, Facility Management Holiday Rentals Others
5.	Automotive	Others

Startup details as per registration certificate issued by Department for Promotion of Industry and Internal Trade must fill in the following form;

Name of Bidder	
Start-up Domain (Industry)	
Start-up Domain (Sector)	
Registration Number of Start-up (Certificate No.)	
Certificate Issue Date	
Certificate End Validity Date	

In support of the above, Documentary proof in the form of Copy of Certificate issued by Department for Promotion of Industry and Internal Trade must be submitted along with the bid.

Signature and Seal of Chartered Engineer	Signature and Seal of Bidder
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Signature and Seal of notary public

FORM-D

Vehicle Ownership Declaration Form

The bidder must own below mentioned number of vehicles as on due date of bid submission for quoting in any Part. In case, bidder wishes to quote for more than one Part, the requirement of owning minimum number of vehicles shall be on cumulative basis for the quoted Parts. The vehicles shall be having valid taxi permit and should be registered in the name of Firm/Bidder in case of Proprietorship/Partnership concern and in the name of the Firm / Company for other than Proprietorship/Partnership concern. The Vehicle Registration Number of such vehicles should be clearly indicated in Column (C) and Vehicle Owner Name as per Vehicle Registration Certificate in should be clearly indicated in Column (D)

Part	Description (A)	Minimum Vehicles owned by Bidder (B)	Vehicle Registration Number (C)	Vehicle Owner Name as per RC (D)
A	Any Commercial Vehicle such as Sedan /SUV/ Premium SUV	5 Vehicles	1: 2: 3: 4: 5:	
B	Any Commercial Vehicle such as Sedan /SUV/ Premium SUV	2 Vehicles	1: 2:	
C	Any Commercial Vehicle such as Sedan /SUV/ Premium SUV	2 Vehicles	1: 2:	
D	Any Commercial Vehicle such as Sedan /SUV/ Premium SUV	3 Vehicles	1: 2: 3:	
E	Any Commercial Vehicle such as Sedan /SUV/ Premium SUV	2 Vehicles	1: 2:	
F	Any Commercial Vehicle such as Sedan /SUV/ Premium SUV	3 Vehicles	1: 2: 3:	
G	Any Commercial Vehicle such as Sedan /SUV/ Premium SUV	3 Vehicles	1: 2: 3:	
H	Any Commercial Vehicle such as Sedan /SUV/ Premium SUV	2 Vehicles	1: 2:	

Documentary proof in the form of copy of Valid Registration Certificate of the above vehicles must be submitted along with bid.

Signature and Seal of Chartered Engineer	Signature and Seal of Bidder
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Signature and Seal of notary public

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SECTION-III

INSTRUCTION TO BIDDERS

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

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SECTION-III

INSTRUCTION TO BIDDERS

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

[A] – GENERAL

1 SCOPE OF BID

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

2 ELIGIBLE BIDDERS:

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

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

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

It shall be the sole responsibility of the bidder to inform IGGL in case the bidder is put on Holiday list or in banning list of IGGL or any other departments under

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Ministry of Petroleum & Natural Gas due to “poor performance” or corrupt and fraudulent practice or blacklisted/banned by any Government Department/Public Sector as on the due date of submission of bid/during the process of evaluation of bids. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.

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

It shall be the sole responsibility of the bidder to inform IGGL in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

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

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

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

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

- 2.7 **Power of Attorney:**

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

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

- a) **In case of Proprietorship:** by Proprietor.
- b) **In case of Partnership:** by all Partners or Managing Partner.
- c) **In case of Limited Liability Partnership:** by any bidder’s employee authorized in terms of Deed of LLP.

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d) **In case of Public / Limited Company:** PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary /MD / CMD / CEO.

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

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

3. **BIDS FROM "JOINT VENTURE"/"CONSORTIUM": NOT APPLICABLE** (REFER BIDDING DATA SHEET (BDS))

4. **ONE BID PER BIDDER:**

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

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

a) they have controlling partner (s) in common; or
b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or

e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/Assemblies from one bidding manufacturer in more than one bid.

f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

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Bidders are required to submit a confirmation for no conflict of interest with other bidders in Format F-5.

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

4.3 Alternative Bids shall not be considered.

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

5. **COST OF BIDDING:**

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

6. **SITE VISIT:**

6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

6.3 The Bidder shall not be entitled to hold any claim against IGGL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

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[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-8 & 9":

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

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

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

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

8. CLARIFICATION OF BIDDING DOCUMENTS:

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

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

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9. AMENDMENT OF BIDDING DOCUMENTS:

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

[C] – PREPARATION OF BIDS**10 LANGUAGES OF BID:**

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

11. DOCUMENTS COMPRISING THE BID:**11.1 IN CASE OF MANUAL TENDERING:**

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

11.1.1 ENVELOPE-I: "TECHNO-COMMERCIAL/UN-PRICED BID" shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) Copies of documents, as specified in tender document.
- (d) Copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item as a confirmation that the prices are quoted in requisite format.
- (f) 'Agreed Terms and Conditions', as per 'Form F-5'.
- (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

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- (j) EMD in original (in case of manual tendering) / copy of EMD (in case of e-Tender), Declaration for Bid Security as per provision of ITB.
 - (k) Undertaking as per *Form-1 to Annexure-III to Section-III* by MSE bidders and Bidders seeking preference under Policy for purchase preference to Public Procurement (Preference to make in India, PPP-MII), if applicable.
 - (l) Undertaking as per *Form-2 to Annexure-III to Section-III* and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered 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 prescribed Form
 - (p) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-Tender) by the Authorized Signatory holding POA.
 - (q) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
 - (r) Any other information/details required as per Bidding Document

Note: All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder holding valid Power Of Attorney (POA).

11.1.2 ENVELOPE-II: Price Bid

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

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

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

11.2 IN CASE OF E-TENDERING:

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

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

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

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

11.2.2 PART-II: PRICE BID

The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 hereinabove and to be uploaded in SOR attachment/Conditions of E-tendering portal digitally signed and stamped on each page. In case of any correction, the bidders shall put his signature and his stamp.

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

12 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST & SGST/UTGST or IGST)**.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F-5).
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account, unless any price escalation/variation is allowed elsewhere in the Tender Document
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 Bidder shall also mention the Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN) at Agreed Terms & Conditions (Format-F-5).

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

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

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

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

13.3 In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of IGGL that the Service Provider has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from IGGL to the government exchequer, then, that 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

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

13.5.1 Owner/ IGGL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the 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**

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(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:

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

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

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

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

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

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

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

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

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

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

14. **BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

15. **BID VALIDITY:**

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

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

16. **EARNEST MONEY DEPOSIT:**

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

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

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

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

Name of Bank	: Axis Bank
Branch	: Guwahati
Branch Address	: Chhibber House, Ground Floor, G.S Road, Guwahati -781005

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IFSC : UTIB0000140
SWIFT Code : AXISINBB140

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

Field Number	Particulars
7037	IGGL938956645

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

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

- 16.2 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 or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank.
- 16.3 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.2" may be rejected by IGGL as non-responsive.
- 16.4 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.5 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.6 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (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).

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- (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt of the "Notification of Award" / Fax of Acceptance [FOA]",
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.7 In case EMD is in the form of 'Bank Guarantee', the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.8 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.
- 16.9 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee) mentioned in tender documents for submission of EMD/Bid Bond, the bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD.
- In absence of submitting/ uploading the remittance details, the bids are likely to be considered as bid not accompanied with EMD. Further, in case of the above online transaction, submission of EMD in original is not applicable.
- 16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by IGGL. The forfeiture amount will be subject to final decision of IGGL based on other terms and conditions of order/ contract."
- 16.11 EMD / Bid Bond will not be accepted in case the same has reference of 'remitter' / 'financer' other than bidder on the aforementioned financial instrument of EMD / Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

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16A DECLARATION FOR BID SECURITY

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

17. PRE-BID MEETING (IF APPLICABLE): 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:

raja.ahmed@iggl.co.in;

tanveer.jalal@iggl.co.in

cnp.department@iggl.co.in

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

18. FORMAT AND SIGNING OF BID

- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initiated by the person or persons signing the Bid.

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18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initiated by the person or persons signing the Bid.

18.3 **In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB. (Annexure-I to Section III).**

19. ZERO DEVIATION AND REJECTION CRITERIA:

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

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

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

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

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

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

22. DEADLINE FOR SUBMISSION OF BIDS:

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

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of submission of bid will be uploaded on IGGL's website/E-tender website/ communicated to the bidders.

23. LATE BIDS:

23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.

23.2 In case of e-tendering, e-tendering system of IGGL shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.

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

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

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

24. MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 IN CASE OF E- TENDERING

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

24.1.2 IN CASE OF MANUAL BIDDING:

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

24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11,21 & 22 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of withdrawal of bid, the Envelope containing withdrawal letter duly super scribing the envelope as "WITHDRAWAL" and "Tender Document number :..."/ communication regarding withdrawal of bid with "Tender Document number :..."/ must reach concerned dealing official of IGGL within Due date & Time of submission

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of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD (if applicable) pursuant to clause 16 of ITB and rejection of Bid.
- 24.4 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

[E] – BID OPENING AND EVALUATION

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

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

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26. **BID OPENING**

26.1 ***Unpriced Bid Opening:***

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

26.2 ***Priced Bid Opening.***

26.2.1 IGGL will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive. Techno-commercial bid evaluation status will be uploaded in CPP portal for information to all bidders (including techno-commercially not qualified Bidders). Price bids are to be opened in the presence of only techno-commercially acceptable bidders, who are willing to attend the bid opening, at a pre-publicised date, time and place or on the portal in case of e-procurement.

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

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

27. **CONFIDENTIALITY:**

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

28. **CONTACTING THE EMPLOYER:**

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

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

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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

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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. CORRECTION OF ERRORS:

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

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.
- (iii) In case a Price Schedule/ Schedule of Rate is having provisions of sub-total and grand total and there is a difference between "sum of sub totals" and "grand total", "sum of sub totals" shall be taken as correct.
- (iv) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.

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- (v) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

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

31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS:

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

32. EVALUATION AND COMPARISON OF BIDS

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

33. COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE

34. PURCHASE PREFERENCE:

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

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

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[F] – AWARD OF CONTRACT

35. AWARD:

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

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

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

36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE:

- 36.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by IGGL either by E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on IGGL and successful Bidder (i.e., Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. IGGL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.
- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".
- 36.3 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", IGGL will promptly discharge his 'Earnest Money / Bid Security (if applicable)', pursuant to "ITB: Clause-16".
- 36.4 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- 36.5 IGGL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to IGGL.

37. **SIGNING OF AGREEMENT**

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

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

- 38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from IGGL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Insurance Surety Bond or Fixed Deposit Receipt or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases where in the individual order/contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).

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

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

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

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

Field Number	Particulars
7037	IGGL938956645

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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

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

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

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

Initial security deposit (ISD) @ 2.5% of Total Order / Contract value in case contract period is less than one year or 2.5% of Annualized Order / Contract value in case contract period is more than one year within 30 days of FOA / notification of award and deduction @ 2.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 5% of Total Order / Contract value in case contract period is less than one year or 5% of Annualized Order / Contract value in case contract period is more than one year.

- 38.3 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.
- 38.4 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for consideration of the annulment of the award and forfeiture of the EMD /action as per declaration for Bid Security
- 38.5 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no

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need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.

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

38.7 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee (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."

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

38.9 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).

38.11 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.

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

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

38.14 **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.

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

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

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

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

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

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

- 40.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)
 - i) Issue of tender document to MSEs free of cost
 - ii) Exemption to MSEs from payment of EMD/Bid Security.
 - iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing own their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply up to 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to

tendered quantity). Further, out of above 25%, 4% shall be reserved for MSEs owned by SC/ST entrepreneurs.

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

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

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

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

a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.

b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit

c) In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

a) In case of proprietary MSE, Proprietor(s) shall be Women.

b) In case of partnership MSE, the Women partners shall be holding at least 51% share in the unit

c) In case of private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

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

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

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

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

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

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

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

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

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

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

41 AHR ITEMS

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.

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42 VENDOR PERFORMANCE EVALUATION:

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

43 INCOME TAX & CORPORATE TAX

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

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

43. TDS

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

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

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

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

(II) Twice the rate or rates in force

(III) 5%

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL:

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

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

44. DISPUTE RESOLUTION MECHANISM**44.1 QUARTERLY CLOSURE OF THE CONTRACT**

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

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all the issues related to the contract execution will be monitored on quarterly basis for resolution.

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

44.2 **CONCILIATION AND ARBITRATION**

1.0 CONCILIATION

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

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

2.0 ARBITRATION

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

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

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

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

2.5 List of Excepted matters:

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

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

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

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

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

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

The above provisions mentioned at clause no.44 & 45 shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes

between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

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

- Not Applicable.

47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS:

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

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

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

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

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

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

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

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

In such cases if service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, IGGL will release the payment to service

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provider after giving effect of the PRS clause with corresponding reduction of taxes charged on service provider's invoice, to avoid delay in payment

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

51. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

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

52. DOCUMENTS FOR PAYMENT:

Payment terms shall be as mentioned in GCC-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.

53. 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.

54. RESTRICTING PARTICIPATION OF NCLT REFERRED BIDDERS

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

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- (iii) If bidder fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any latter stage, their offer is liable to be rejected by IGGL.
 - (iv) IGGL reserve the right to cancel / terminate the contract without any liability on the part of IGGL immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.

A declaration in this regard shall be furnished by the bidder as per proforma enclosed as Format (F-3) in Section-V of this tender.

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Annexure-I to Section-III

ADDENDUM TO INSTRUCTIONS TO BIDDERS

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

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

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Annexure-II to Section-III

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.1	The Employer/Owner is: IGGL				
	The Invitation for Bids/ Tender no is: IGGL/GHY/C&P/57-VEH/07-26				
2.1	The name of the Services to be performed is: HIRING OF 57 NOS. OF VEHICLES ON MONTHLY BASIS FOR NEGGG PROJECT FOR A PERIOD OF 24 MONTHS				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"> <tr> <td>APPLICABLE</td> <td>☐</td> </tr> <tr> <td>NOT APPLICABLE</td> <td>☒</td> </tr> </table>	APPLICABLE	☐	NOT APPLICABLE	☒
APPLICABLE	☐				
NOT APPLICABLE	☒				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For clarification purposes only, the communication address is: Attention: <u>Raja Sahab Uddin Ahmed, General Manager (C &P)</u> Street Address: Indradhanush Gas Grid Limited (IGGL) 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005 Country: INDIA Email: raja.ahmed@iggl.co.in				
C. PREPARATION OF BIDS					
ITB clause	Description				
11.1.1	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid): SCC/Scope of Work refers. - As per Bid Evaluation Criteria (BEC) section-II of this tender.				
12	Additional Provision for Schedule of Rate/ Bid Price are as under: - <u>NIL</u>				

12 & 13	Whether IGGL will be able to avail input tax credit in the instant tender								
	<table border="1"> <tr> <td data-bbox="571 331 619 360">YES</td><td data-bbox="847 342 983 409">☐</td></tr> <tr> <td data-bbox="571 443 619 472">NO</td><td data-bbox="847 454 983 521">☒</td></tr> </table>	YES	☐	NO	☒				
YES	☐								
NO	☒								
	Details of Buyer: <table border="1"> <tr> <td data-bbox="408 607 651 674">Services to be rendered at</td><td data-bbox="667 607 1442 786"> Indradhanush Gas Grid Limited Complete address of work center- 7th Floor, 122A, NRL Centre, Christian Basti, G. S. Road, Guwahati, Assam-781005, Country: INDIA </td></tr> <tr> <td data-bbox="408 797 512 826">PAN No.</td><td data-bbox="667 797 1442 826">AAECI9589F</td></tr> <tr> <td data-bbox="408 837 504 866">GST no.</td><td data-bbox="667 837 1442 866">18AAECI9589F1ZZ</td></tr> <tr> <td data-bbox="408 878 619 907">IGGL Bank details</td><td data-bbox="667 878 1442 1099"> Account holder's name: INDRADHANUSH GAS GRID LIMITED Bank Name: State Bank of India Account No.: Current A/C No. 37967639273 IFSC Code: SBIN0003030 BRANCH: Dispur Branch, Guwahati, ASSAM-781006 </td></tr> </table>	Services to be rendered at	Indradhanush Gas Grid Limited Complete address of work center- 7 th Floor, 122A, NRL Centre, Christian Basti, G. S. Road, Guwahati, Assam-781005, Country: INDIA	PAN No.	AAECI9589F	GST no.	18AAECI9589F1ZZ	IGGL Bank details	Account holder's name: INDRADHANUSH GAS GRID LIMITED Bank Name: State Bank of India Account No.: Current A/C No. 37967639273 IFSC Code: SBIN0003030 BRANCH: Dispur Branch, Guwahati, ASSAM-781006
Services to be rendered at	Indradhanush Gas Grid Limited Complete address of work center- 7 th Floor, 122A, NRL Centre, Christian Basti, G. S. Road, Guwahati, Assam-781005, Country: INDIA								
PAN No.	AAECI9589F								
GST no.	18AAECI9589F1ZZ								
IGGL Bank details	Account holder's name: INDRADHANUSH GAS GRID LIMITED Bank Name: State Bank of India Account No.: Current A/C No. 37967639273 IFSC Code: SBIN0003030 BRANCH: Dispur Branch, Guwahati, ASSAM-781006								
14	The currency of the Bid shall be INR								
15	The bid validity period shall be 03 (Three) Months from final 'Bid Due Date'								
16.1, 16.10 and 38.6	In case 'Earnest Money / Bid Security' (if applicable) is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of Indradhanush Gas Grid Limited payable at GUWAHATI. In case of submission through online banking transaction i.e., IMPS / NEFT / RTGS / SWIFT, etc, the details of IGGL's Bank account are as under: Account Holder's Name: INDRADHANUSH GAS GRID LIMITED Account Number: Current A/C No. 37967639273 IFSC Code: SBIN0003030 BRANCH: Dispur Branch, Guwahati, ASSAM-781006 <u>Bidder to mention reference no. "EMD/....." in narration while remitting the EMD / Bid Security amount and to mention reference no. "CPS/....." in narration while remitting the CPS amount in IGGL's Bank Account.</u>								

D. SUBMISSION AND OPENING OF BIDS					
ITB clause	Description				
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.				
22.3 and 4.0 of IFB	For bid submission purposes only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, the Owner's address is: Attention: Raja Sahab Uddin Ahmed, General Manager(C&P) Street Address: Indradhanush Gas Grid Limited (IGGL) 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005 Country: INDIA				
26	The bid opening shall take place at: - Online at CPP portal				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
32	Evaluation Methodology is mentioned in Section-II.				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	State of INDIA which stamp paper is required for Contract Agreement: ASSAM				
38	Contract Performance Security/ Security Deposit <table border="1"> <tbody> <tr> <td>APPLICABLE</td> <td>☒</td> </tr> <tr> <td>NOT APPLICABLE</td> <td>☐</td> </tr> </tbody> </table> <u>The value/ amount of Contract Performance Security/ Security Deposit:</u> CPS/SD @ 5% of Total Order / Contract value excluding GST in case contract period is less than one year or 5% of Annualized Order / Contract value excluding GST in case contract period is more than one year. OR, Initial security deposit (ISD) @ 2.5% of Total Order / Contract value in case contract period is less than one year or 2.5% of Annualized Order / Contract value in case contract period is more than one year within 30 days of FOA / notification of award and deduction @ 2.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 5% of Total Order / Contract value in case contract period is less than one year or 5% of Annualized Order / Contract value in case contract period is more than one year.	APPLICABLE	☒	NOT APPLICABLE	☐
APPLICABLE	☒				
NOT APPLICABLE	☐				

39.3	Name and contact details of nodal officer are as under: Shri Raja Sahab Uddin Ahmed, General Manager (C&P) Tel: 9531101226/8 Email: raja.ahmed@iggl.co.in				
	Whether tendered item is non-splitable or not-divisible: <table border="1"> <tr> <td data-bbox="400 488 735 555">YES</td><td data-bbox="735 488 1062 555">☒</td></tr> <tr> <td data-bbox="400 555 735 622">NO</td><td data-bbox="735 555 1062 622">☐</td></tr> </table>	YES	☒	NO	☐
YES	☒				
NO	☐				
41	Provision of AHR Item: <table border="1"> <tr> <td data-bbox="400 745 735 813">APPLICABLE</td><td data-bbox="735 745 1062 813">☐</td></tr> <tr> <td data-bbox="400 813 735 880">NOT APPLICABLE</td><td data-bbox="735 813 1062 880">☒</td></tr> </table>	APPLICABLE	☐	NOT APPLICABLE	☒
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NOT APPLICABLE	☒				
44.1	Quarterly Closure of Contract <table border="1"> <tr> <td data-bbox="400 1021 735 1088">APPLICABLE</td><td data-bbox="735 1021 1062 1088">☐</td></tr> <tr> <td data-bbox="400 1088 735 1155">NOT APPLICABLE</td><td data-bbox="735 1088 1062 1155">☒</td></tr> </table>	APPLICABLE	☐	NOT APPLICABLE	☒
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NOT APPLICABLE	☒				
	Bonus for Early Completion: <table border="1"> <tr> <td data-bbox="400 1319 735 1386">APPLICABLE</td><td data-bbox="735 1319 1062 1386">☐</td></tr> <tr> <td data-bbox="400 1386 735 1453">NOT APPLICABLE</td><td data-bbox="735 1386 1062 1453">☒</td></tr> </table>	APPLICABLE	☐	NOT APPLICABLE	☒
APPLICABLE	☐				
NOT APPLICABLE	☒				
49	Applicability of provisions relating to Start-ups: <table border="1"> <tr> <td data-bbox="400 1572 735 1639">APPLICABLE</td><td data-bbox="735 1572 1062 1639">☒</td></tr> <tr> <td data-bbox="400 1639 735 1706">NOT APPLICABLE</td><td data-bbox="735 1639 1062 1706">☐</td></tr> </table>	APPLICABLE	☒	NOT APPLICABLE	☐
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	Defect Liability Period: <table border="1"> <tr> <td>APPLICABLE</td><td>☐</td></tr> <tr> <td>NOT APPLICABLE</td><td>☒</td></tr> </table>	APPLICABLE	☐	NOT APPLICABLE	☒
APPLICABLE	☐				
NOT APPLICABLE	☒				
40	Applicability of provisions relating to MSE: <table border="1"> <tr> <td>APPLICABLE</td><td>☒</td></tr> <tr> <td>NOT APPLICABLE</td><td>☐</td></tr> </table>	APPLICABLE	☒	NOT APPLICABLE	☐
APPLICABLE	☒				
NOT APPLICABLE	☐				
	Applicability of provisions relating to PPP-MII: <table border="1"> <tr> <td>APPLICABLE</td><td>☒</td></tr> <tr> <td>NOT APPLICABLE</td><td>☐</td></tr> </table>	APPLICABLE	☒	NOT APPLICABLE	☐
APPLICABLE	☒				
NOT APPLICABLE	☐				

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ANNEXURE-III TO SECTION-III

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

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

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.

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Explanatory notes for calculation of local content given below:

- b) Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- c) The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.
- d) 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.

- e) 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.
- f) 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%.

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- (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.

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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.

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- 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,

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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.

1.0 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.

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- 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 Class-I local supplier	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

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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.

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- (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.

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- 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.

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FORM-1 TO ANNEXURE-III TO SECTION-III

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

To,
M/s INDRADHANUSH GAS GRID LIMITED
7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam SUB:
TENDER NO:

Dear Sir,

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

Class-I Local supplier []

Class-II Local Supplier []

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

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

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

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

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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FORM-2

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

ADDITION

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

To,

M/s INDRADHANUSH GAS GRID LIMITED

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

TENDER NO:

Dear Sir,

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

Class-I Local supplier []

Class-II Local Supplier []

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

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

Name of Audit Firm:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership no.

Note:

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

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ANNEXURE-IV**PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES****A Definitions:**

- A.1 "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
"Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 "Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency"
- A.6 "Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 "Competent Authority" shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the "Director" concerned.
- A.8 "Allied Agency" shall mean all concerns which come within the sphere of effective influence of the banned/suspended agency shall be treated as allied agency. In determining this, the following factors may be taken into consideration:
- Whether the management is common;
 - Majority interest in the management is held by the partners or directors of banned/ suspended agency;
 - Substantial or majority shares are owned by the banned/ suspended agency and by virtue of this it has a controlling voice.
 - Directly or indirectly controls, or is controlled by or is under common control with another bidder.
 - All successor agency will also be considered as allied agency.
- A.9 "Investigating Agency" shall mean any department or unit of IGGL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the IGGL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.
- A.10 "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

Suspension of order/ contract:

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

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

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

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

Sl. No.	Description	Period of banning from the date of issuance of Banning order
1	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.	2 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by IGGL	2 years
4	If act of vendor/ contractor is a threat to the National Security	2 years

C Effect of banning on other ongoing contracts/ tenders

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

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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.

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- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- G. Wherever there is contradiction with respect to terms of 'Integrity pact' , GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

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ANNEXURE-V

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

1.0 GENERAL

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

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

2.0 OBJECTIVE

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

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

3.0 METHODOLOGY

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

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

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

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - (a) **First Instance: Holiday (Red Card) for One Year**
 - (b) **Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Two Years**
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
 - (a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Two (2) Years.
 - (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year**
 - (c) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Two Years.**

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

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

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

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

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

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

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

(C) Where Performance rating is "FAIR":

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

5.2 FOR CONSULTANCY JOBS

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

5.3 FOR OPERATION & MAINTENANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) Where Performance rating is "FAIR"

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

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

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

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

7.0 **EFFECT OF HOLIDAY**

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

7.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be

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

7.3. Effect on other ongoing tendering:

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

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

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

8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

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

10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

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

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

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

11. ERRANT BIDDER

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

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

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

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

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

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE: 40 Marks

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

1.2 QUALITY PERFORMANCE: 40 Marks

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

40 marks

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

1.3 RELIABILITY PERFORMANCE

20 Marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	04 marks
ii)	Mobilization of resources as per Contract and in time	04 marks
iii)	Liquidation of Check-list points	04 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	04 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	04 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	05 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	05 marks
iii)	Response to various correspondence and conformance to standards like ISO	05 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	05 marks

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

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

- Marks are to be allocated as under:

4.1 DELIVERY/ COMPLETION PERFORMANCE: 40 Marks

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

1.2 QUALITY PERFORMANCE: 40 Marks

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

40 marks

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

1.3 RELIABILITY PERFORMANCE

20 Marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	04 marks
ii)	Mobilization of resources as per Contract and in time	04 marks
iii)	Liquidation of Check-list points	04 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	04 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	04 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	05 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	05 marks
iii)	Response to various correspondence and conformance to standards like ISO	05 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	05 marks

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SECTION-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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

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SECTION-V

FORMS & FORMAT

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LIST OF FORMS & FORMATS

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-2A	PROFORMA OF DECLARATION FOR BID SECURITY
F-3	DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE 2016
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT
F-7	BIDDER'S EXPERIENCE
F-8	VOID
F-9	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	BIDDER'S QUERIES FOR PRE-BID MEETING
F-12	E-BANKING FORMAT
F-13	FREQUENTLY ASKED QUESTIONS (FAQ)
F-14	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-15	PART(s) FOR WHICH BID IS SUBMITTED
F-16	Integrity Pact (IP)

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/57-VEH/07-26 (**E-TENDER NO. IGGL-100123**)

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/Public Limited/Pvt. Limited/Govt. Dept./PSU/Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor / Partners / Directors of the firm/company [As per Cl. No. 4.0 of ITB]	
3b	Name of Power of Attorney Holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office:	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 of address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.)

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

FORMAT F-2

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

(To be stamped in accordance with the Stamp Act)

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

Dear Sir(s),

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

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

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

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

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

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

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

Name

Designation

WITNESS:

(SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per
Power of Attorney No. _____

Date: _____

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

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

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

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

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

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

Field Number	Particulars
7037	IGGL938956645

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

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

-----XXXXXXXX-----

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

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

=====

F-2A

DECLARATION FOR BID SECURITY

To,

M/s INDRADHANUSH GAS GRID LIMITED (IGGL)

SUB: HIRING OF 57 NOS. OF VEHICLES ON MONTHLY BASIS FOR NEGG PROJECT FOR A PERIOD OF 24 MONTHS

TENDER NO: IGGL/GHY/C&P/57-VEH/07-26

Dear Sir,

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

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

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

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

=====

F-3

DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY
CODE 2016

To,
M/s IGGL

.....

SUB: HIRING OF 57 NOS. OF VEHICLES ON MONTHLY BASIS FOR NEGGG PROJECT FOR A PERIOD OF 24 MONTHS.

Tender No.: IGGL/GHY/C&P/57-VEH/07-26 (**E –TENDER NO. IGGL-100123**)

Dear Sir,

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

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

OR

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

(a) _____

(b) _____

(c) _____

(Attach details in separate sheet)

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

=====

F-4

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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

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

Dear Sir(s),

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

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

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to IGGL we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to IGGL in such manner as IGGL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as

=====

you may require from time to time.

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

Bank upon the written demand raised by IGGL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Guwahati.

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.
10. Notwithstanding anything contained herein:
 - a) The Bank's liability under this Guarantee shall not exceed (currency in figures)
..... (currency in words only)
 - b) This Guarantee shall remain in force upto _____ (this date should 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.
11. It is also confirmed that the net worth of the Bank is more than Rs.100 Crores and the undersigned is authorized to issue this certificate.

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

Name

Designation

Yours faithfully,

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

INSTRUCTIONS FOR FURNISHING

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

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

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

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

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

Field Number	Particulars
7037	IGGL938956645

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

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

Annexure

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

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

F-5
AGREED TERMS & CONDITIONS

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/57-VEH/07-26 (E-TENDER NO. IGGL-100123)

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

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address (LOA/Order shall be released in this name)	Bidder's name: Address:
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.	Confirmed
3.	Bidder Confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).	Confirmed
4	Bidder to mention the rate of GST (CGST & SGST/UTGST or IGST) for the quoted service	% [GST rate]
4.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST) If yes, Bidder to confirm rate of applicable GST (CGST & SGST/ UTGST or IGST)	Yes/ No -----
4.2	Bidder to mention Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) for the quoted service	
4.3	Bidder hereby confirms that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB0	Confirmed
4.4	Whether bidder is liable to raise E-Invoice as per GST Act	
	If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
5.	Confirm acceptance of relevant Terms of Payment specified in the Bid Document.	Confirmed
6.	Confirm that Contract Performance Security will be furnished as per Bid Document within 30 days of LOA/FOA/PO/WO in case of successful bidder.	Confirmed
7.	Confirm compliance to Completion Schedule as specified in Bid document.	Confirmed

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
8.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule / Delivery period as specified in Bid document or as per GCC. In case of delay, the bills shall be submitted after deducting the price reduction due to delay	Confirmed
9.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	Confirmed Confirmed
10.	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	Confirmed
11.	Please furnish EMD/Bid Security details (if applicable): a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG] OR Bidder furnishes bid security declaration [applicable for MSEs and Start-Ups (to whom exemption is allowed as per extant guidelines in vogue)]	
12.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.	Confirmed
13.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of Owner or (ii) the bidder is not a firm in which any Director (in Board of Director) of Owner/ IGGL or their relative is not a partner.	Confirmed
14.	All correspondence must be in ENGLISH language only.	Confirmed
15.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	Confirmed
16.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	Confirmed

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
17.	<u>No Deviation Confirmation:</u> It may be noted that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	Confirmed
18.	<u>Non-Involvement of Govt. of India:</u> If Bidder becomes a successful Bidder and pursuant to the provisions of the Tender Document, award is given to them against subject Tender Document, the following Confirmation shall be automatically enforceable: "We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or 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."	Confirmed
19.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid.	Confirmed

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
20.	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will be deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.	Confirmed
21.	<u>Holiday/Banning & Liquidation, Court Receivership:</u> Bidder hereby confirms that they are not on Holiday list or in banning list of IGGL or any other departments under Ministry of Petroleum & Natural Gas due to "poor performance" or corrupt and fraudulent practice or blacklisted / banned by any Government Department / Public Sector as on the due date of submission of bid. Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of IGGL or the Ministry of Petroleum and Natural Gas. Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'. In case it comes to the notice of IGGL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices. Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to IGGL by them.	Confirmed
22.	Bidder confirms that they have read and understood the General Conditions of Contract available along with this tender document in the CPP portal & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.	Confirmed

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
23.	Bidder certifies that they would adhere to the Fraud Prevention Policy of IGGL [available on IGGL's website (www.iggl.co.in)] and shall not indulge themselves or allow others (working in IGGL) to indulge in fraudulent activities and that they would immediately apprise IGGL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of IGGL is liable to be treated as crime and dealt with by the procedures of IGGL as applicable from time to time.	Confirmed
24.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account	Confirmed
25.	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.	Confirmed
26.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail	Confirmed

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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F-6

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

[On the Letter-head of Contractor]

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

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

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

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

Place: _____ [Signature of Authorized Signatory of Contractor]

Date: _____ Name: _____

Designation: _____

Seal: _____

F-7

BIDDER'S EXPERIENCE

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/57-VEH/07-26 (E-TENDER NO. IGGL-100123)

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: As per cl. No. (a)-General Criteria of Section-II, only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

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(TO BE INCLUDED ONLY WHERE FINANCIAL CRITERIA OF BEC IS APPLICABLE)

F-9

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

(To be provided on Bank's letter head)

Date:

To,
M/s. IGGL

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Email Id :

Contact No. :

Stamp

Note:

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

(TO BE INCLUDED ONLY WHERE FINANCIAL CRITERIA OF BEC IS APPLICABLE)

F-10

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

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

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

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

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

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

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

***Refer Instructions**

Note:

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

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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

(Page 1 of 2)

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INSTRUCTIONS:

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

=====

F-11**BIDDER'S QUERIES FOR PRE-BID MEETING****To,****M/s. IGGL****TENDER NO:** IGGL/GHY/C&P/57-VEH/07-26 (**E –TENDER NO. IGGL-100123**)

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

=====

F-12

E-Banking Mandate Form

(To be issued on vendor's letter head)

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

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Date

(Signature of authorized officer of bank)

F-13

FREQUENTLY ASKED QUESTIONS (FAQs)

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

All the terms and conditions of Tender remain unaltered.

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F-14

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

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

To,
M/s IGGL

.....

SUB: HIRING OF 57 NOS. OF VEHICLES ON MONTHLY BASIS FOR NEGG PROJECT FOR A PERIOD OF 24 MONTHS

LOA/PO/WO NO:

Dear Sir,

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

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

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

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

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

F-15

PART(S) FOR WHICH BID IS SUBMITTED

SUB: HIRING OF 57 NOS. OF VEHICLES ON MONTHLY BASIS FOR NEGG PROJECT FOR A PERIOD OF 24 MONTHS

Tender No.: IGGL/GHY/C&P/57-VEH/07-26 (E –TENDER NO. IGGL-100123)

<u>PART(S) OF THE TENDER</u>	<u>QUOTED FOR THE PART(S)</u> <i>(MENTION QUOTED/NOT QUOTED AGAINST THE PART FOR WHICH BID IS SUBMITTED)</i>
PART A	
PART B	
PART C	
PART D	
PART E	
PART F	
PART G	
PART H	

Note: All participating bidders shall submit the above form i.e., F-15 by filling up the proper details along with unpriced bid as their acknowledgment.

F-16
INTEGRITY PACT (IP)

INTEGRITY PACT

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


राजा साहब उद्दीन अहमद
Raja Sahab Uddin Ahmed
महानिदेशक (सी एवं टी)
General Manager (C&T)
आई गैस ग्रीड लिमिटेड IGGL, Dewashtadi-3

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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.



राजा साहब उद्दीन अहमद
Raja Sahab Uddin Ahmed
महानिदेशक (आर एन टी)
General Manager (C&P)
आई गैजेटिंग एलIGGL, Dewahati-5

ANNEXURE-1

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

I COMMITMENTS AND OBLIGATIONS OF THE "COUNTER PARTY"

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

II VIOLATIONS & CONSEQUENCES:

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

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R. Ahmed

राजा साहब उद्दीन अहमद
Raja Sahab Uddin Ahmed
महानिदेशक (सी एवं पी)
General Manager (C&P)
आई गैस ग्रिड लिमिटेड, गुवाहाटी

INDEPENDENT EXTERNAL MONITORS (IEMS)

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

- (I) Smt. Madhu Sharma, IFOS (Retd.)
(E-mail Id: madhu1sharma@yahoo.com)
- (II) Shri Shyam Nandan Prasad, Director-Marketing, Coal India Ltd. (Retd.)
(E-mail: shyamnandanprasad@yahoo.com)

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



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Raja Sahab Uddin Ahmed
महानिदेश (आर एन टी)
General Manager (C&P)
आई एन टी एल/IGGL, Guwahati-3

ANNEXURE-2

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

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Raja Sahab Uddin Ahmed
महानिदेशक (मै एन टी)
General Manager (C&P)
आई गैस ग्रिड लिमिटेड, गुवाहाटी-७

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.

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राजा साहब उद्दीन अहमद
Raja Sahab Uddin Ahmed
महानिदेशक (सी एवं एम)
General Manager (C&E)
आई ग्रीड लि. एल/IGGL, Guwahati-8

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.



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आई गैस ग्रिड लिमिटेड (IGGL), गुवाहाटी-७

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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 the IPC/PC Act. and the CEO, IGGL has not, within reasonable time, taken

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R.A.A.

राजा साहब उद्दीन अहमद
Raja Sahab Uddin Ahmed
महानिदेशक (अ. एवं प.)
General Manager (C&P)
आई गैस ग्रिड लिमिटेड, गुवाहाटी-७

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.



राजा साहब उद्दीन अहमद
Raja Sahab Uddin Ahmed
अहमद (सी. एच. एच.)
General Manager (C&P)
साईं नि. नि. एल.IGGL, Guwahati-5

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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)

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

R. A.H.

राजा साहब उद्दीन अहमद
Raja Sahab Uddin Ahmed
महानिदेश (सी एवं पी)
General Manager (C&P)
आई गैज ग्रिड एलIGGL, Guwahati-8

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SECTION-VI

SPECIAL CONDITIONS OF CONTRACT

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SCOPE OF WORK

SCOPE OF WORK (SOW)

The proposed deployment of Vehicles, with numbers and Place of Deployment/Operation is given below:

Summary of Deployment of Vehicles:

Monthly Basis Vehicles (3000 KMPM & 12 Hrs per day)

SN	Type of Vehicle	Reqd. Nos.	Veh. Months
Part-A	Mahindra Scorpio N/ Scorpio Classic S or Equivalent, 12 Hours Duty, 3000 KM/Month	14	366
Part-B	Mahindra Scorpio N/ Scorpio Classic S or Equivalent, 12 Hours Duty, 3000 KM/Month	04	96
Part-C	Mahindra Scorpio N/ Scorpio Classic S or Equivalent r, 12 Hours Duty, 3000 KM/Month	03	72
Part-D	Mahindra Scorpio N/ Scorpio Classic S or Equivalent, 12 Hours Duty, 3000 KM/Month	10	240
Part-E	Mahindra Scorpio N/ Scorpio Classic S or Equivalent, 12 Hours Duty, 3000 KM/Month	04	96
Part-F	Mahindra Scorpio N/ Scorpio Classic S or Equivalent, 12 Hours Duty, 3000 KM/Month	09	216
Part-G	Mahindra Scorpio N/ Scorpio Classic S or Equivalent, 12 Hours Duty, 3000 KM/Month	08	192
Part-H	Mahindra Scorpio N/ Scorpio Classic S or Equivalent, 12 Hours Duty, 3000 KM/Month	05	120
	TOTAL	57	1368

Area of Normal Operation of Vehicles:

Part	Area of Operation	Tentative Reporting Place of Vehicles
Part-A	State : Assam (14 Nos.)	
	1. Compressor Station cum DT-Baihata: 02 Nos.	M/s Hotel Hill View Grandeur, Dora-Kohora, Kamrup, Assam, 781101
	2. Last Mile Connectivity Jobs to North East Gas Distribution Company Ltd. from Guwahati-Numaligarh Pipeline: 02 Nos.	1. M/s Hotel Hill View Grandeur, Dora-Kohora, Kamrup, Assam, 781101 2. M/s KRC & SR Associates, Tezpur, Sonitpur, Assam - 784001
	3. Guwahati HO: 03 Nos.	7th Floor, NRL Centre, 122A, G.S. Road, Christian Basti, Guwahati, Assam 781005
	4. Contract Closure Jobs of GNPL Spread-D and Last Mile Connectivity Jobs to Numaligarh Refinery Ltd.: 03 Nos.	M/s Tesco Resort, NH-37, Near Kaziranga National Park, Bokakhat, Assam 785612
	5. Dergaon-Dimapur Pipeline Section: 04 Nos.	M/s Borgos Dhansisi, Golaghat, Assam, 785702
Part-B	State : Assam (04 Nos.)	1. M/s Opulence Resort, Podumoni,

Part	Area of Operation	Tentative Reporting Place of Vehicles
	1. Duliajan Feeder Line : 04 Nos.	Jorhat District, Assam, 785010 2. Sivasagar 3. Dibrugarh
Part-C	State : Assam (03 Nos.)	1.M/s Sagarika Regency, Shyama Prasad Road, Shillongpatty, Silchar, Assam – 788001 2.Chandan
	1. Silchar-Panisagar Pipeline Section and Silchar CGD: 03 Nos.	
Part-D	State : Tripura (10 Nos.)	
	1. Panisagar-Agartala Pipeline Section, Khubal Feeder Line and NEEPCO Spur Line : 07 Nos.	1. M/s Noah Spire, 2, Police Hospital Rd, near CNG Station, Milanchakra, Badharghat, Agartala, Tripura 799003 2. M/s Hotel Adhunik, Kumarghat, Unakoti, Tripura - 799264
	2. Agartala-Tulamura Feeder Pipeline Section: 03 Nos.	M/s Hotel Royal Inn, Vidyasagar Road, Udaipur, Gomati District, Tripura - 799120
Part-E	State : Mizoram (04 Nos.)	1. M/s Hotel Adhunik, Kumarghat, Unakoti, Tripura - 799264 2. M/s Hotel Platinum, Aizawl, Mizoram - 796001
	1. Panisagar-Aizawl Pipeline Section : 04 Nos.	
Part-F	State : Meghalaya (09 Nos.)	1. M/s Ha Sharing Inn, Building No - 115, LUMMAWRIE, Laitumkhrach, Shillong, Meghalaya 793003 2. M/s Maryland Resort, Umsaw Nongkharai, Nongpoh, Meghalaya - 793102 3. M/s ODC Residency, Mihmyntdu, West Jaintiya Hills, Meghalaya 793150
	1. Guwahati-Shillong-Silchar Pipeline Section : 09 Nos.	
Part-G	State : Manipur (04 Nos.) and Nagaland (04 Nos.)	1. M/s Shunammite Inn, Padumpukhuri, Dimapur, Nagaland - 797112 2. M/s De oriented Grand, Themezie, High School Road, Kohima, Nagaland - 797001 3. M/s Hotel Hill Town Residenc, Old Monday Market, Senapati, Manipur - 795106
	1. Dimapur-Kohima-Imphal Pipeline Section : 08 Nos.	
Part-H	State : West-Bengal (05 Nos.)	M/s Courtyard By Marriott Siliguri, Mallaguri, West Bengal 734003
	1. Siliguri-Gangtok Pipeline Section : 05 Nos.	
*The above-listed area of operation is only indicative in nature. However, the vehicle may be required to operate in any area of operation/project site of IGGL, including all locations listed above. IGGL reserves the right to shift the vehicle from one location to another, as per operational requirements.		

Specification of Vehicles:

The vehicles should have the following minimum specifications:

Mahindra Scorpio Classic S/ Mahindra Scorpio N or Equivalent having below mentioned specifications and other features:

- Type of vehicles : Air Conditioned
- Fuel : Diesel/Petrol/Alternate Fuel
- Drive: 2WD/4WD for Part-A, B, C and 4WD for Part – D, E, F, G & H
- Seating capacity: 6+1
- Fixed Run per Month in Kms: As per SOR
- Duty Hours per Day in Hours : As per SOR
- Year of manufacturing of required vehicle(s) – Ex Show-Room (2026 Model or later)

The vehicle must be equipped with modern active and passive passenger safety features, including:

- **Braking & Traction Control:** Anti-lock Braking System (ABS) with Electronic Brakeforce Distribution (EBD) and Brake Assist (BA).
- **Airbags:** Dual Front Airbags as an absolute minimum baseline.
- **Structural Safety:** Collapsible Steering Column and side-intrusion structural crash beams.
- **Visibility Enhancements:** Rear Window Defogger paired with front and rear Fog Lamps.
- **Parking Assistance:** Rear Parking Sensors paired with a digital Reverse Parking Assist / Camera display.
- **Statutory Compliance:** Over-Speed Warning Alert System, Seat Belt Reminders (SBR) for the driver and co-driver, and a speed-sensing auto door lock mechanism.
- **Stability Management:** Electronic Stability Control (ESC) / Electronic Stability Program (ESP) to actively mitigate skidding and rollover risks.
- **Terrain Controls:** Hill-Start Assist Control (HAC) and Hill Descent Control (HDC) to prevent vehicle rollback on steep inclines.
- **Driver Monitoring:** Driver Drowsiness Detection (DDD) / Driver Attention Warning system.

1.1 The scope of contract includes hiring of vehicles as mentioned in Schedule of Rates (SOR) for construction activities for pipeline laying, SV/IP stations & land acquisition teams of North East Gas Grid Pipelines project of Indradhanush Gas Grid Limited (IGGL) for a period of 24 (Twenty Four) Months extendable by 12 (Twelve) Months at the same rates, terms & conditions subject to good conditions and satisfaction of services and requirement of project.

1.2 Vehicle shall be required to do 12 (Twelve) hours duty per day.

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- 1.3 The Contractor shall mandatorily obtain the requisite operational permits for operations in the following States: Assam, Tripura, Mizoram, Manipur, Nagaland, Meghalaya, Arunachal Pradesh, West Bengal and Sikkim. Depending on project requirements and as directed by the Engineer-in-Charge, the deployed vehicles may be required to operate and travel across multiple locations within the aforesaid States.
 - 1.4 Bidder must possess a valid registration under “the Motor Transport Worker Act 1961” (wherever applicable).
 - 1.5 The vehicles shall have a taxi permit and should be registered in the name of the Firm/Bidder in case of Proprietorship/Partnership concern or in the name of the Firm/Company for other than proprietorship/partnership concern by ways of attached agreement.
 - 1.6 Wherever, it is mentioned in the specifications that the CONTACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
 - 1.7 The intending bidder shall be deemed to have visited the site. Non familiarity with site conditions and unawareness of General Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with specifications.
 - 1.8 No sub-contracting shall be allowed without permission of the Company/ Engineer-in-charge.
 - 1.9 The vehicles, taken on hire with the approval of the Authorized Representative/ Engineer- in-charge for regular duties under the contract shall not be changed/replaced by the contractor normally during currency of contract except for its being defective in which case another hired vehicle of equivalent or higher specifications/model shall be provided by the contractor. The replaced vehicle will be accepted only if it has all valid documents for which the decision of the Engineer-in-charge or its Authorized Representative will be considered as final.
 - 1.10 The decision with regard to acceptance or rejection of any hired vehicle(s) offered by the contractor shall remain with the Company and the same shall be final and binding upon the contractor.
 - 1.11 The Contractor shall ensure that the drivers of the vehicles are given “one [01] day’s off in a week” and provide alternative driver for that day. All costs and expenses associated with providing the replacement driver shall be **borne solely by the Contractor**, and **no additional claim or compensation** in this regard shall be entertained by IGGL.
 - 1.12 Fitting & fixing of “Retro Reflective Tapes” in the deployed vehicles during the currency of contract against each vehicle is sole responsibility of the Contractor at his own cost. IGGL will not bear any cost.

SPECIAL CONDITIONS OF CONTRACT

2.0 GENERAL DEFINITIONS:

- 2.1 "PLACE/AREA OF DEPLOYMENT/OPERATION OF HIRED VEHICLES" means the areas/places connected with activities of IGGL defined in Scope of work or any other place at the sole discretion of the Company, depending upon requirements to meet the objective of the contract.
- 2.2 "CHARGES" means the charges (normal duty hours) of Vehicles per month with prescribed kilometers.
- 2.3 "COMPANY" means Indradhanush Gas Grid Ltd. (IGGL), a JV of 5 PSU (i.e., IOCL, ONGC, GAIL, OIL & NRL) company having its registered office at Guwahati, Assam.
- 2.4 "CONTRACTOR" means any proprietorship/partnership firm or company to whom the contract is awarded for deployment of contract carriage vehicles on hire to the Company.
- 2.5 "CONTRACT" means the formal contract executed between the Company and the Contractor as a result of the subject Tender. The specific instructions issued from time to time by Engineer-in-charge or by his authorized representative and all documents taken together shall be deemed to form contract and shall be complementary to one another.)
- 2.6 "DAY" means day starting from 00:00 hrs to 24:00 hrs.
- 2.7 "DISTANCE" means the distance by the shortest approachable route unless otherwise specified.
- 2.8 "HOUR" means an hour of sixty minutes. For the purpose of hire charges and/or penalty charges, fraction of an hour up to 30 minutes will not be taken into account and more than 30 minutes will be treated as full one hour.
- 2.9 "MONTH" means a complete calendar month of the year.
- 2.10 "NIGHT HALT" means overnight stay of Vehicles at any place / in any area beyond its designated reporting place / places / Site or Camp.
- 2.11 "PRO-RATA HOUR RATE" means a rate arrived at by the following formula:
For 24 hrs duty = (Monthly charges)/ (30 X 24) hrs
For 12 hrs duty = (Monthly charges)/ (30 X 12) hrs
- 2.12 "REPORTING PLACE OF VEHICLES" means any operational site of the Company where a Vehicle shall normally report for duty. The normal Reporting place of Vehicles shall be as designated in the scope of work and actual location at the place of reporting will be intimated after

placement of work order depending on the requirement and may be changed at any time during the currency of contract, if such requirement arises.

- 2.13 "SCHEDULE OF RATES" rates to be filled/attached to this contract(s).
- 2.14 "SEATING CAPACITY" means the number of passengers the Vehicles can carry including the driver.
- 2.15 Vehicle: As per the specifications & it means contract carriage of a light passenger motor vehicle fitted with all necessary fittings and accessories, along with valid registration, Taxi permit and insurance document and driver. The Vehicle should be diesel/petrol driven for the specified vehicles in the with all the features and specifications as mentioned in the Scope of Work (SOW) of this tender.

3.0 PERIOD OF CONTRACT:

- 3.1 As detailed in Scope of Work, the contract period is for **24 months (02 years)**.
- 3.2 The contract will be valid initially for a period of vehicle months/period mentioned in the SOR/Scope of Work, commencing within one month from the date of Fax of Acceptance or from the dates of deployment of vehicles whichever is earlier. The vehicles will be deployed in a phased manner as conveyed by Engineer-in-Charge from time to time depending on the work requirement. Thus, individual vehicle or a "category" of vehicles will have a contract period of the vehicles months from the date of deployment with the provision of time extension for further 12 (Twelve) months at the sole discretion of Engineer-in-Charge at the same rate, terms and condition. The rates will remain firm during the tenure of the said contract including the time extension.
- 3.3 Vehicles are to be provided initially within 30 days, from the date of issue of order (FOA). The Order (FOA) will be placed for intended number & type of vehicles. However, the placement of the specific no. and type of vehicles will be based on work requirement and Contractor has to place the vehicles within 30 days from date of intimation from Engineer in-Charge during contract duration.
- 3.4 In case, contractor fails to place the prescribed vehicle within 30 days from the date of intimation by Engineer- In-Charge, grace period of 15 more days shall be allowed for which penalty shall be imposed & as shown here in under: -

DELAY PERIOD

Beyond 31st till 45th day

PER DAY/PER VEHICLE

Rs.1000/- day/ vehicle

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3.5 If the vehicle is not placed even after 45th day from the date of intimation by EIC, then the contract may be cancelled without prejudice the Company's right to forfeit the Earnest Money Deposit/ Security Deposit and other rights available under the contract.

3.6 The contract normally stands terminated after the expiry of the period of the contract. However, the Company reserves its right to terminate the contract at any time by giving 30 days' notice in writing without assigning any reason thereof. The contractors shall not be entitled for any compensation thereof.

3.7 The period of contract for any part shall be 24 months from the date of deployment of the first vehicle.

4.0 SCOPE OF CONTRACT:

4.1 The scope of contract shall be as detailed in bid document.

5.0 OPERATIONAL NORMS & CONDITIONS:

5.1 The Vehicles are required to report to maintenance base as per direction of Engineer-in- Charge and may be required to stay overnight on temporary duties. However, night halt charges are considered for payment purpose if the night halt is at other than the deployment city (place of deployment of vehicle).

5.2 The contractor shall be required to deploy the Vehicles confirming to the specifications with all-requisite factory fitted accessories, tools, and accessories including spare wheels and the other equipment as per the M. V. Act / rules in force. The contractor shall submit the copy of Registration w of the vehicles to the EIC & SIC prior to deployment. The contractor shall submit original Registration Certificate to the EIC & SIC for verification.

5.3 The contractor shall maintain the Vehicles in absolute good working condition. If any Vehicle develops defects while on duty the contractor shall immediately replace it by a suitable substitute vehicle within a period of two hours or arrange satisfactory repairs. In case of failure of the contractor to repair the Vehicles or to provide the substitute vehicle, payment for the day(s) of absence will be deducted, to be calculated on pro-rata basis. If the Company makes alternative arrangement, the contractor shall have to bear the difference of the cost incurred in the alternative arrangement made by the Company in addition to deduction of day(s) payment.

5.4 The contractor is to provide Vehicle(s) for the duty with tank full of fuel and sufficient money with the driver to meet with any exigency for all the notified requirements for long distances/outstation duties, In case of failure of the vehicle en-route for want of fuel or otherwise and the accompanying Driver shows his inability and the Company's employee/officer or any other authorized person utilizing the vehicle has to incur expenditure for making good the vehicle either by refueling or any other act which is recorded in log book by the utilizing person, recovery of such expenses shall be

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double the amount spent by the utilizing person, recovery of such expenses shall be double the amount spent by the utilizing person along with a day's hire charges calculated on pro- rata basis and these amounts shall be recovered from the Contractor's bill.

- 5.5** In case the hired vehicle(s) is totally damaged due to an accident, the Contractor will provide alternate vehicle(s) of similar / matching type within "seventy-two [72] hours" from the occurrence of the accident. In case of non-compliance, penalty "@Rs.1,000.00 per day after 72 hours. For each no. of vehicle" will be imposed on the Contractor. Further, the Contractor will provide the vehicle(s) of similar specifications at his cost within "30 [thirty] days" from the date of accident, failing which a penal recovery of Rs.1000.00 per day per vehicle will be imposed for not providing similar specification vehicle(s).
- 5.6** Drivers of the Vehicles normally should not be changed during currency of contract. The contractor shall ensure that the driver provided on vehicles is/are well dressed, smart in turnout, is/are disciplined, courteous, and behave properly with the Company's personnel. The contractor shall withdraw such driver from duties, who do not behave in a proper/disciplined manner or who resumes work under the influence of liquor etc. The Company's decision in this regard shall be final and binding on the contractor. In case of failure of the contractor to withdraw such driver(s) from duty, the Vehicles shall not be accepted for duty and shall be considered as vehicle(s) not provided by the contractor and penalty as applicable shall be levied.
- 5.7** Contractor shall provide proper upholstery for the vehicle along with a pair of uniforms of 'light grey color' or any other as approved by Engineer-in-charge, stitched in standard uniform pattern & shoes to every driver provided with the vehicle(s). In case, the driver is not presenting himself for duty in proper uniform, penalty "@Rs.200.00 per such occasion" will be imposed on Contractor. Decision of "EIC" will be final & binding on the Contractor in this regard.
- 5.8** In case of air-conditioned vehicles, a penalty @ Rs. 500.00 per day per vehicle shall be levied, if the AC is not working.
- 5.9** The Contractor shall have to make his own arrangements for the stay of his staff including night-halt, etc. at his own risk and cost and also for repairs and fueling, etc. of the hired vehicle(s) as per requirement.
- 5.10** The contractor will be required to supply vehicles only conforming to the specifications of the tender as and when ordered to do so. During the currency of the contract in exceptional circumstances Company may however, accept a suitable substitute vehicle other than those as specified in the tender subject to imposing the penalty as specified in SCC of the tender.

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5.11In case Vehicle(s) is withdrawn from duty by the contractor or if he fails to provide a substitute vehicle or provide a Vehicle which is not in acceptable condition, no payment shall be made to the contractor for those day(s) against the Vehicle and imposing the penalty as specified in SCC of the tender which shall be recovered from the bill(s) of the contractor without any notice.

For a day = $\frac{\text{Monthly Charges}}{30 \text{ days}}$

5.12The driver/contractor shall not carry any unauthorized passenger in the Vehicles on duty hours. In case the same is detected, no payment shall be admissible for the day / days of such occurrence. In case the Contractor /Driver ignores the instructions, the vehicle shall not be accepted and penalty shall be imposed as specified in SCC and in case of no improvement and corrective action, Engineer-in-Charge shall initiate action for de-hiring /cancellation of contract.

5.13The Vehicle(s) on duty is / are subject to surprise checks by an authorized representative of the Company for carrying any unauthorized passenger or any conduct prejudicial to the Company's interest or image. Such checks will also be applicable to any alternate Vehicle provided by the Contractor. In case of any default / non- compliance of the terms and conditions of the contract, stern action shall be taken against the Contractor including de-hire and cancellation of contract.

5.14The contractor shall display a mark "ON IGGL DUTY" on all vehicles at his cost for making the vehicle conspicuously distinguishable from a distance. The Contractor shall not display the advertisement of his or other agency on the vehicle(s) hired by the Company.

5.15Before and after the duty hours and on holidays, the vehicles deployed for duty should not be used for any other purpose.

5.16Speedometer, Kilometer Recorder and other instruments/ meter(s) must be maintained at a high standard of accuracy. Any defect noticed by Engineer-in-Charge or his authorized representatives shall be rectified forthwith by the Contractor. Until such rectification, the kilometer-age for such distance/places as verified and certified by the Officer/Staff traveling in the vehicle shall be final and binding to the contractor for the purpose of billing, etc.

5.17The contractor shall have an office with telephone facility and one supervisor to coordinate the movement of Vehicles. The supervisor or the responsible representative of the contractor shall have to make regular visits to the Company as specified from time to time during currency of the contract. The contractor should intimate his contact telephone numbers of permanent address for communication / correspondence in writing along with his offer for correspondence in regard of this contract. Any change in permanent address of the party shall be intimated at least

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- 15 days before such change. The driver should also have mobile phone in working condition. A printed slip / card indicating the vehicle registration no., name of the driver and his mobile no. should be handed over to the commuter immediately while boarding the vehicle.
- 5.18** Regular Vehicle shall be given one day off in a month for maintenance to keep the vehicle in good running condition. However, contractor has to provide suitable substitute / replacement vehicle during maintenance period. In case of failure, penalty would be made as per SCC of the tender.
- 5.19** Contractor must own at least 30% of the awarded & deployed quantity of vehicles (rounded to next number). The deployed vehicles should necessarily be registered in the state for which tender has been floated.
- 5.20** If vehicles are required to be hired from other sources by the Contract, an undertaking on stamp paper of requisite value is required to be submitted from concerned Party indicating its willingness for deploying the vehicle through the Contractor, and under any circumstances, the said party will not make any claim whatsoever to the Company.
- 5.21** Contractor shall also ensure to engage only those persons whose character / antecedents have been got verified by him. Contractor shall provide proper identification cards for his employees duly signed by him or his authorized representative to be deputed for work, Contractor should also obtain entry passes from CISF / the Company's Security agency through Engineer-in-charge for his employees, wherever required.
- 5.22** While conforming to any of these conditions, the contractor should ensure that no applicable act or rules regarding labor, welfare, conduct etc. is violated. The contractor shall indemnify IGGL For any action brought against him for violation, non-compliance of any applicable act, rules & regulation thereunder.
- 5.23** Persons proposed to be deployed by contractors shall be medically examined and declared fit by qualified medical practitioner. Contractor should undertake and ensure that personnel engaged by him is not suffering from communicable disease.
- 5.24** Vehicles shall not leave the duty point for any purpose without the specific permission of the user.
- 5.25** If vehicle driver has taken an amount from the user towards cost of diesel, consumables etc. double the amount shall be deducted from Contractor's bills without any notice. In addition to the above double amount, an amount of Rs.1000/- shall be deducted from the bills as penalty for each incident / vehicle.

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- 5.26** Vehicle provided may have Mobile Radio System to be installed by the Company and contractor shall have no objection to that. Driver of the vehicle shall be solely responsible for safety and security of such system.
- 5.27** Duty hours and kilometer run of the hired vehicles shall be counted from the reporting time of the hired vehicle at the designated place in the town. No hire charges shall be paid to contractor for the kilometer run from its place of parking to the reporting place & vice versa. Vehicles will be required to report for duty at a particular nominated site/place. In case it is required to report at any other place directly, kilo meter run from the nominated site to the reporting site is payable and no other charges shall be paid.
- 5.28** Contractor's staff shall abide by the existing security and safety rules/regulations/precautions as per instructions given from time to time. Contractor and his employees may also be required to pledge secrecy and non-divulgence of the nature of work of the company.
- 5.29** IGGL shall not be responsible for any claim/compensation that may arise due to damages/injuries/pilferage to Contractor's vehicles/property/drivers, other staff, etc. under any circumstances while the hired vehicle(s) is engaged on duty.
- 5.30** The Contractor shall ensure that his drivers refrain from smoking while driving the vehicle, be polite and well behaved and should not use any abusive language. Driver (s) also to ensure that no inflammable substances of any nature, form etc. should be carried by vehicles at the installations, camp stations, stores, yards, etc. while on duty. The Contractor's employees shall ensure that they abide by usual and special rules regarding the safety and security measures while on duty with IGGL as per directions of the representative(s) of IGGL at the worksite.
- 5.31** Contractor(s)/driver(s) shall arrange to park the vehicle(s) at a designated place at his risk & cost. However, the Contractor shall be liable to provide the hired vehicle(s) to the concerned user(s) within "one [01] hour" of intimation from IGGL.
- 5.32** Contractor shall be solely responsible and indemnify the IGGL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- 5.33** Contractor will have to provide spare wheel(s) in good condition with the vehicle(s) to meet any eventual breakdown en-route requiring minor repairs developed during journey.
- 5.34** Contractor shall indemnify IGGL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- 5.35** Contractor shall ensure regular and effective supervision and controls of the

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- personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- 5.36** Contractor is required to maintain registers and records as required under different laws.
- 5.37** Contractor shall take care of the health insurance of all their employees and workmen deputed for this work.
- 5.38** Contractor will deploy adequate number of qualified & experienced personnel to discharge the contractual obligations effectively.
- 5.39** Vehicle preferably of white color shall be fitted with good quality music system, Reading Light, Perfumes, Fire extinguisher, Napkin, Umbrella, mobile charger and First-aid box. In case of non-provision of any item, a penal recovery of Rs. 500/- per day item will be made from the bill.
- 5.40** The quality and status of tyres is very import for passenger safety. All tyres of vehicles must be changed after 50,000 KM run of vehicle. The supervisor must intimate the EIC about timely change of tyres. Upon inspection, if it is found that tyre/ tyres are damaged due to tear & wear or some incidental/ accidental incident, the EIC shall notify the contractor to change the tyre/ tyres. The contractor must change the tyre/ tyres within 72 hours of receipt of notice. In case tyres are not changed after 50,000/- KM or upon receiving notice from EIC, a penal recovery of Rs. 500/- per day will be made from the bill.
- 5.41** The driver should be conversant with local language preferably having knowledge of Hindi & English.
- 5.42** Driver must possess a smart mobile phone with good network connectivity and internet connection. The driver should be able to navigate through GPS navigation system. The contractor must submit in writing the mobile number of drivers of all vehicles to the EIC & SIC. The mobile should remain switched on 24 hours in order to take necessary instructions from IGGL officials. If any time the mobile of driver is found switched off, a penal recovery of Rs. 1,000/- per day will be made from the bill.
- 5.43** The rates quoted per vehicle per month shall include all charges for permits, taxes and all statutory payment except Parking Charges, Night Halt charges, entry tax/Toll tax. The charges for entry tax / toll tax, parking charges and Night halt charges other than the city of deployment shall be reimbursed on production of receipts of concerned authorities / duly certified challan will be payable to the contractor.
- 5.44** The contractor has to provide the vehicles on monthly hire basis as per the deployment schedule as communicated by concerned Site-in-Charge/ Engineer –in-Charge.

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- 5.45** Vehicles to be provided with factory fitted devices such as A/C and all other major components.
- 5.46** Vehicle (s), for regular and continuous use must be Ex-showroom and purchased after the date of work order placed.
- 5.47** Total run of a vehicle during the contract period or its extended period is not to exceed 1.5 lakh kms. In case a vehicle(s) has run 1.5 lakh km, such vehicle(s) has to be discontinued and replaced by similar or better specifications vehicle(s) till the end of the contract period or extended period.
- 5.48** The driver of vehicles must possess valid private or commercial driving licence. The driver must be skilled enough to be a confident driver who is able to drive well on any road and weather conditions. The driver must have good geographical knowledge of the IGGL Locations in the State. The driver must be proficient in navigating with aid of GPS navigation system. The driver must have good technical knowledge of deputed vehicles.
- 5.49** The contractor shall submit the copy of Driving Licence of the driver to the EIC & SIC prior to deployment. The contractor shall produce original Driving Licence of the driver to the EIC & SIC for verification.
- 5.50** Vehicle(s) deployed should be duly registered with R.T.O. under valid Permit(s), all taxes paid, comprehensively insured covering the risk of all passengers traveling in the vehicles. Vehicles should have valid Permit(s), required tools, spare wheels, portable fire extinguisher and spares for repairs to be carried out en-route.
- 5.51** The vehicles deployed must have necessary Taxi permit for movement in States/ area of operation as specified above. In case, duties may require movement of vehicle(s) outside specified States/ area of operation, the Contractor has to provide necessary 'Permits' for which IGGL shall reimburse the amount paid to the appropriate authorities on this account against submission of documentary proof.
- 5.52** The Contractor shall ensure that the vehicle(s) are kept clean and upholstery with neat seat covers duly washed / dry-cleaned to be provided at an interval as specified by the Engineer-in-Charge.
- 5.53** The Contractor shall ensure that the drivers of the vehicles are given "one [01] day's off in a week" and provide alternative driver for that day. Vehicles deployed should be manned with driver on continuous basis.
- 5.54** Vehicle deployed for "24 hours duty" should necessarily be manned by at least 02 (two) drivers.

6.0 DOCUMENTS & CONDITIONS OF VEHICLES:

- 6.1 The Vehicles should be fit in all respects for operations in accordance with Motor Vehicle Act, the rules and the existing laws are applicable from time to time. The Vehicle(s) must be equipped with valid documents i.e., Registration Book, Taxi Permit, Pollution Control Certificate, Insurance Certificate, Fitness Certificate(s), permits which include all permits for towing with taxes, fees levies paid up to date during the currency of the contract. This shall include Annual permits/temporary road permits, etc., if any required during and for the duty with IGGL. The responsibility of any lapse in this regard shall be that of the contractors/vehicle owners exclusively. IGGL, its officers/employees shall in no way be responsible for any lapse/default of the vehicle owner/contractor and IGGL, its officers/employees shall be completely indemnified and kept harmless by the contractor against such default.
- 6.2 The above-mentioned vehicles must preferably be owned by the Contractor in his own name/ Agency name or may be taken from others if the vehicles are attached to him by way of attachment Agreement/ Attachment letter on behalf of the Agency by the owner of the vehicle and subject to satisfying of all tender conditions. The Contractor shall own at least 30% of the total awarded and deployed quantity of vehicles (rounded off to the next whole number). At the commencement of the contract, the Contractor shall submit a detailed list of all vehicles proposed for deployment, whether owned or attached, indicating the registration number, year of manufacture, ownership status, and other relevant particulars. The vehicles must have Commercial Registration, and the vehicles should have valid permits to operate within the states of Assam, Meghalaya, Arunachal Pradesh, Tripura, Mizoram, Manipur, Nagaland, West Bengal and Sikkim. However, preferably the vehicles should be registered in the state of operation of the vehicles.

7.0 LABOUR LEGISLATION AND OTHER ENACTMENTS:

- 7.1 The contractor shall strictly follow and abide by the rules and regulations of Motor Vehicles Act, Motor Vehicle Rules, Pollution Control Norms and other relevant Central/ State legislations and orders, rules and regulation of Central/State Government and other authorities. The contractor agrees to indemnify and hold IGGL and its employees harmless for/against any loss, expenditure and claims penalty, etc. of whatsoever nature to IGGL in this regard due to the non-fulfilment of the obligations and violation by the contractor
- 7.2 Registration with Labour Commissioner, the Contractor shall be required to register with Labour Authority of appropriate Government having jurisdiction as per "Contract Labour Rules 1971", or any other Labour rules/regulations/laws, applicable from time to time. This shall be required immediately after the acceptance of the Tender. The Contractor shall comply with all the applicable Labour Laws.
- 7.3 The contractor will be fully responsible for any and all disputes arising out of any Labour act, Motor vehicles act, Income Tax Act, Payment of Wages Act, Pollution Control Act, Mines Act, EPF Act, Industrial Disputes Act, etc. and will settle the same at his/her own. It is the

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responsibility of the contractor to pay the driver/any employee as per Labour law/ Payment of Wages Act in force and in case of failure of any claims, contractor is personally responsible.

- 7.4 The contractor must indemnify IGGL And its employees against any liquidated damages incurred as the principal employer for any failure of contractor to honour the various Central/State/Local self-body laws/enactments in this respect.
- 7.5 The Contractor shall exclusively be liable for non-compliance of the provisions of any act, law, rule or regulation having bearing over engagement of workers, directly or indirectly for execution of the Contract. The Contractor shall undertake to indemnify IGGL against all actions, suits, proceedings, claims, losses, damages, etc. which may arise under "Minimum Wages Act", "Personnel Injury", "Company Insurance Act", "E.S.I. Act", "Fatal Accident Act", "Workmen Compensation Act", "Shops & Establishment Act", "Employees Provident Fund Act", "Family Pension & Deposit Linked Insurance Scheme" or any other act or statute not specifically mentioned herein but having any direct or indirect application for the persons engaged under this Contract. The Contractor agrees to and does hereby accept full & exclusive responsibility for compliance of all obligations imposed and further agrees to defend, indemnify and hold IGGL harmless from any liability/penalty which may be imposed by the Central, State or local authority and also from all claims, suits or proceedings that may be brought out against IGGL arising under, growing out of or by reason of the work provided for by this Contract irrespective of the fact that whether it is brought by employees of the Contractor, by third parties or any Central Government, State Government or Local authority under any act or rule framed there under. The Contractor shall indemnify IGGL against all losses or damages caused to it on account of acts of the personnel deployed by him.
- 7.6 The contractor will be required to observe and fulfil all the obligations under various enactments' applicable to the nature of job performed by the contractor under the contract.

8.0 TAXES & DUTIES:

The contractor shall pay all the taxes- corporate tax, Income Tax, GST and any/or any other taxes levied by Central/State or any other authorities. However, IGGL will deduct standard recovery towards the Income Tax from monthly payments. However, Service Tax / GST shall be paid extra at actual on presentation of receipt. In case service tax is applicable for the Tendered Work, Contractor shall claim the Service Tax indicating rate of abatement/deduction allowed as per "Service Tax Act" from the 1st Invoice itself. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered, and shall contain the following:

- a) Name, Address & Registration No. of such Person/Contractor
- b) Name & Address of the Person/Contractor receiving Taxable Service
- c) Description, Classification & Value of Taxable Service provided
- d) Service Tax Amount Payments to Service Provider for claiming Service Tax / GST amount will be made provided the above formalities are fulfilled.

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In case of statutory variation in Service Tax / GST during currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of Service Tax / GST / statutory variation in Service Tax / GST, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential Service Tax / GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

9.0 VEHICLE INSPECTION (PERIODIC AND RENEWAL INSPECTION):

- 9.1 The acceptance of a Vehicle in the service of IGGL will be subject to the inspection of the vehicle's documents and the documents of the driver, by the nominated Engineer-In-Charge of IGGL. Such inspection(s) will be carried out initially before the first acceptance of the vehicle and at an appropriate periodical or by surprise checks at the discretion of the IGGL / concern officer. The decision with regards to the acceptance or rejection of the vehicle/equipment, offered by the contractor(s) shall remain with IGGL. Its decision shall be final and binding on the contractor. Any certificate obtained or produced by the contractor stating the condition of the vehicles offered/placed at the service of IGGL by any officer of Central or State Government Authority such as M.V.I. etc., as satisfactory shall not be binding on IGGL. IGGL has an absolute right to accept or reject the same.

10.0 LOG BOOK MAINTENANCE:

- 10.1 The Log Book(s) will be printed by the contractor(s) at his cost as per the Performa given by the EIC on award of LOI/WO.
- 10.2 In case of not getting the log book filled-in correctly and properly or if there is any objection, the bill(s) may be returned for getting the objection(s) rectified. The logbook must be got filled-in from user on day-to-day basis.
- 10.3 Separate logbook for each month will require to be maintained for each vehicle. These shall be duly filled-up in all the columns and signed by the officer of IGGL. using the vehicle and the driver immediately on completion of the duty, daily with NAME AND DESIGNATION of the officer/officers and the name of the driver of the vehicle. All the bills will be verified on the basis of logbook of the vehicle incorporating any complaints separately received on the performance of the duty. If the name and designation of the user/officer is not clearly identified, the payment for such journeys may not be admitted.
- 10.4 The responsibility of obtaining the daily KM runs properly entered in the logbook in all respects to tally the distance run and places visited shall be entirely of the contractor. The opening KM reading/closing KM reading shall be taken from the notified reporting place but not from the contractor garage/residence. The opening KM reading in logbook shall be filled immediately on report to duty. In case there is some difference, the excess difference will not be paid and bill(s) will be corrected accordingly and passed for payment.

11.0 ACCIDENTS / DAMAGES / CLAIMS LIABILITIES:

- 11.1 In the event of any accident or damages while the vehicle(s) is on the duty of IGGL, IGGL shall be completely free from any liability of any nature connected with the accident/damage(s). The contractor himself will be fully and exclusively responsible for any damage to vehicle(s) or any personal injury to driver or any other person in the employment of the contractor, occupants of the vehicle(s) or any person(s) or damage to any property or person. This includes any third-party claims. However, if the damage or loss is incurred by IGGL or its employees as a result of any accident or any other reason involving the failure of the vehicle(s)/driver, the contractor shall reimburse on demand and without any demur the compensation/damages if any sustained by IGGL on this account.
- 11.2 The contractor will be solely responsible for any consequences under laws, arising out of any accident caused by the vehicle(s)/equipment to the property or personnel of IGGL. The contractor shall also be responsible for any claim/compensation that arises due to damage/cause or injuries sustained by any third party/parties/including life permanent injuries etc., by his/their vehicle(s), in addition to damages/disabilities/death etc. of IGGL's employees/property. The contractor shall reimburse on demand and without any demur the compensation/damages if any sustained by IGGL on this account.
- 11.3 The contractor himself will be responsible for any damage to the vehicle(s) or any personal injury to driver or any other person in the employment of contract(s) while vehicle(s) equipment(s) are on IGGL duty.
- 11.4 IGGL shall not be responsible for any claim/compensation that arises due to damages/injuries/pilferage to the contractor's vehicles/property under any circumstances while the vehicle(s) equipment(s) were/are/is engaged for IGGL's duty by him.
- 11.5 It is the responsibility of the contractor to inform the user of the vehicle as well as the concern officer the occurrence of any accident involving his/their vehicle(s) as early as possible to avoid any disruption of IGGL's operations, provide substitute vehicle and submit a detailed report to the concern officer / EIC within 24 hrs for the record of IGGL
- 11.6 Absence of vehicle due to any accident shall not entitle the contractor for any exemptions from the liabilities of the contract whatsoever. Arrangement of the alternative/substitute is the responsibility of the contractor.

12.0 INSURANCE:

- 12.1 Hired vehicle(s) should be fully / comprehensively insured by the contractor, at his own cost covering all risk and liabilities including strike & riots.
- 12.2 All liabilities arising out of the accidents, disturbances to the vehicle(s) operations of IGGL will rest upon the contractor.

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12.3 The copies of documentation in respect of insurance shall be submitted to IGGL on the date of placement of vehicle and renewals made subsequently shall be submitted in time

12.4 The agency shall provide insurance coverage to its staff including driver & Cleaner of vehicle at his own cost.

13.0 RATE:

13.1 IGGL shall pay for the services of the Vehicles at the rates mentioned in Schedule of rates (SOR) enclosed.

13.2 The rates, offered should include all expenses fuel, oil, lubricants, establishment, all expenses on drivers like uniform, mobile handset, safety shoe i.e., whatsoever is required for the specific performance of this contract including service tax. Such expenses shall include expenses on Regional Transport Authority and Government local and Municipal Authorities dues, comprehensive insurance, local services and any other expenses wherever or whatsoever necessary for the continuance/operation of such services including permits, repair and maintenance including the provisioning of the breakdown/ maintenance, etc.

13.3 RATES FOR ADDITIONAL RUN & NIGHT HALTS:

Rates for additional run beyond fixed Kms shall be FIRM for the vehicles on monthly/ regular basis and shall be paid as mentioned below:

Additional Run of Beyond Fixed Kms: Rate as Quoted by the bidder and mentioned in the awarded LOA.

Night Halt charges shall be paid as per the rate specified in the LOA.

-The rate of additional run and night halt charges mentioned above are inclusive of all taxes and duties except service tax / GST. Service tax / GST.

13.4 In the event of vehicles exceed the fixed Kms run during the currency of the contract. The payment of extra kilometre run shall be made on half-yearly basis as per following formula:

$$\text{Amount for Extra Kms Run} = [A - (6 \times F)] \times R$$

Where, A = Total of actual Kms (of all vehicles under the Contract) run in
06-months

F = Total Fixed Kms run per month (of all vehicles under the
Contract) as per SOR item

R = Rate per Km (fixed component as per SCC clause 13.3)

In case of extra kilometer run in respect of deployed vehicle(s), the calculation of extra kilometer run shall be calculated as per above formula as the rates are same for all. However, complete rationalization of extra km run shall continue up to the conclusion of the contract and net extra km run shall be arrived after adjusting the km run against shortfall in the preceding months. Accordingly, final adjustments shall be made in the final bills.

14.0 ESCALATION/ DE-ESCALATION:

- 14.1 The rates quoted are firm and will remain unchanged during currency of the contract, however IGGL will consider an increase/decrease in the Kilometre rates during the contractual period, in the event of increase/decrease in retail prices of fuel as per the following formula:

$$(R \times I)/N$$

Where, R = Total KM run during the month

I = Increase/decrease Price of fuel/ Per ltr. (Kg for CNG)

N = Mileage of the vehicle (approx.) i.e., N= 10

The Escalation as worked out above will be applicable only if increase in price of diesel is beyond + (plus) or – (minus) 3% from the prevailing rate on the date of LOA.

- 14.2 The above formula shall also be used for reduction in rate per km, in case the fuel price is reduced. Press Notification shall form the basis of prevailing fuel price. The escalation charges will be claimed in the subsequent month only from the date of rise of fuel price. However, this will not be applicable for increase of spare parts, lube oil etc.
- 14.3 No claim whatsoever will be considered for increasing the monthly charges of the vehicles during the period of agreement entered on the basis of this calculation.
- 14.4 Contractor shall submit the actual bills in original issued by Diesel/Petrol out lets and shall claim the escalation.
- 14.5 Any de-escalation, if applicable, shall be communicated to IGGL, and the corresponding deduction shall be calculated by IGGL.
- 14.6 The diesel rate prevailing at the place of deployment will be taken as the basis for calculating escalation/de-escalation.

15.0 BILLING AND PAYMENT:

- 15.1 The contractor shall submit bills duly certified by designated officers of IGGL in respect of the service (vehicle wise) rendered by him in duplicate on monthly basis to IGGL and not in piece meal, in the prescribed Performa duly verified and certified by the user. The bills shall show date wise services rendered as per the logbooks. The contractor is required to submit his bills within 15 days of the following month, duly filled in all respect to the concern officer or his authorized person. The bills complete in all respects will be processed and paid by the concerned F & A Department, if everything is found to be in order.
- 15.2 IGGL has initiated payments to suppliers and Contractors electronically and to facilitate the payments electronically, the bidder should submit his account details in enclosed format to facilitate payments through e-Banking/ RTGS/NEFT mode. Format for vendor bank account detail is enclosed Format.

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- 15.3 No claims whatsoever will be considered for increasing the charges during the period of agreement/ extended period on basis of this tender.
- 15.4 Date of final submission of Bills shall be considered after corrections, if any, made by the contractor. Payment shall be released for the correctly made bills normally within 15 working days from the date of submission of bills duly certified by the officer concern/authorized person. IGGL shall not pay any interest for any delayed processing of bills.
- 15.5 No interest shall be payable on withheld amounts.
- 15.6 Recovery of Income Tax applicable as per Income Tax Act from the bills.
- 15.7 Applicable GST should be inclusive in quoted rate and breakup of GST to be indicated in SOR. Final payment will be released on submission of No Objection Certificate and Indemnity Bond. PAYING AUTHORITY shall be intimated at the time of award to the successful bidder.

16.0 SECURITY DEPOSIT / BANK GUARANTEE:

- 16.1 The contractor shall furnish a total security deposit of **5% of total contract value**. SD may be submitted in the form of Nationalized Bank's Demand Draft drawn in favour of INDRADHANUSH GAS GRID LIMITED or Bank Guarantee in the prescribed Performa **within 30 days from the date of LOI**.
- 16.2 The Security deposit/bank guarantee shall be liable to be forfeited/invoked in case of termination of the contract by the Company.
- 16.3 The Company reserves the right to recover from the security deposit/ bank guarantee the balance amount, if any, which could not be recovered from the payments to the contractor under any of the clause of this contract.
- 16.4 Contractor shall be liable to pay further balance of recovery I claim if any, which could not be recovered from the payments to the contractor and/or from the security deposit/bank guarantee.
- 16.5 The Company shall not pay any interest on the Eames Money or Security Deposit or performance guarantee furnished by the contractor.
- 16.6 The Bank Guarantee towards performance guarantee for satisfactory performance of contract should be valid for 3 months beyond the original contract period and extended period as well. In the absence of such validity, payments of all dues to the contractor will be withheld. On production of performance guarantee, Earnest Money Deposit will be released.

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16.7 The Security Deposit/ Bank Guarantee, subject to recoveries, if any, shall be refunded to Contractor after the successful completion of this contract.

16.8 In case Contractor fails to carry out the job, as per the terms and conditions of the contract, the security deposit is liable to be forfeited and Bank Guarantee is to be /invoked, without prejudice to any other right, which the Company may have under this contract or otherwise.

17.0 **TERMINATION:**

IGGL may without prejudice to its rights against the contractor in respect of any delay or otherwise or any claims for damage, in respect of any breach of the terms of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise, by notice in writing absolutely terminate the contract with immediate effect in any of the following cases:

17.1 In the event of the contractor going into liquidation or winding up his business or making arrangement with his creditors, IGGL shall have the right to terminate the contract without prejudice to any other rights/remedies.

17.2 In the event, if it is found that contract has been procured by submitting incorrect or incomplete statements by the contractor or by making any misrepresentation including submission of forged documents

17.3 If in the opinion of IGGL, the contractor has delayed or suspended the execution of work, the facilities and Vehicles etc., offered by the contractor to be inadequate for effective completion of the job.

17.4 In the event of any breach of the terms and conditions of the contract by the contractor or if the contractor is found to be indulging in activity subversive to IGGL's interest or activity prejudicial to the interests of IGGL and for any other good or sufficient reasons.

17.5 Upon such termination of the contract the security Deposit is liable to be forfeited and Bank Guarantee to be invoked. Notwithstanding anything contained above, IGGL may, as its sole discretion, terminate this contract by giving the contractor 30 days written notice to the effect, without assigning any reasons whatsoever. The contract shall be deemed to have expired on expiry of the original period of Twenty- Four (24) months unless extended.

18.0 **FORCE MAJEURE:**

When performance in whole or in part by the either party or any obligation under this Contract is prevented or delayed by reasons beyond the control of such Party, such contract becomes unenforceable due to force majeure conditions and shall remain so till such time the force majeure event continues. Such events are act of public enemy, civil commotion, sabotage, floods, explosions, epidemics, or acts of God. Party claiming protection of force

majeure shall give notice to other Party in respect of such event within 'four [04] hours' from the occurrence thereof and neither party shall by reason of such event be entitled to have claim for hire charges/compensation/damages against the other in respect of such non-performance and/or delay in performance during such period.

19.0 PRICE REDUCTION SCHEDULE [PRS]:

The vehicles are to be hired by IGGL for carrying out its operations of urgent and immediate nature. If the operations are not carried out in time, all simultaneous operations are delayed and result in great loss to IGGL; "Price Reduction Schedule [PRS]" shall be applicable in addition to other charges mentioned in Tender Document.

19.1 In the event of failure or delay of the Contractor in placing the required hired vehicles at the disposal of IGGL or vehicle is not in acceptable condition for any reason whatsoever, IGGL shall have the option to exercise any of the following rights:

- a. To make suitable alternative arrangement of the hired vehicle at the sole risk & cost of the Contractor, and recover such extra cost & expenses either from the amount due to the Contractor or from his 'Security Deposit', etc. The cost and expenses under this Clause however shall not be limited to the outstanding amount or 'Security Deposit', etc. due to the Contractor and the Contractor will be liable to refund the entire cost to IGGL OR,
- b. IGGL shall have the right to recover from the Contractor "@1.5 times of the pro rata rate per day" on monthly hire-charges of a particular vehicle. However, IGGL reserves the right to terminate the Contract, in case vehicle(s) hired, remains absent from duty 'continuously for five [05] days' or 'ten [10] cumulative days' in a period of 'one [01] year' except for the permissible monthly one day off for maintenance".

19.2 Further, for any other violation of the provision of Contract, IGGL reserves the right to impose penalty "@Rs. 500.00 per such incident" per vehicle.

19.3 While submitting the Offer, Bidder must note the 'Recovery(s) in the Event of Failure(s) by Contractor', as per clause 20 below.

19.4 It is expected that the Bidders have apprised themselves of the service conditions under which the vehicles have to be used for IGGL.

20.0 RECOVERY(S) IN THE EVENT OF FAILURE(S) BY THE CONTRACTOR(S)

Sl. No.	Clause No. [of "SCC"]	Particulars	Penalty
1	3.3	After the specified period of deployment of vehicle, as has been mentioned at Clause-3.3	Rs. 1,000.00 per Day / per vehicle

2	5.3, 5.4, 5.11, 5.12	Non fulfillment of conditions specified	Rs. 1,000.00 per Day / per vehicle
3	5.5	Non-deployment of alternate vehicle of similar/matching type within seventy two [72] hours from the occurrence of accident. In case Contractor does not provide another vehicle of similar specifications within thirty [30] days from the date of accident, the Contract will be liable for cancellation/termination.	Rs. 1,000.00 per Day / per vehicle
4	5.7	In case cotton seat-covers are not clean / available and/or upholstery of vehicle is not washed / dry-cleaned / changed at least 'once in a month'.	Rs. 200.00 per Incident/ per day / per vehicle
5	5.8	In case of air-conditioned vehicles, if the AC is not working	Rs. 500.00 per day per vehicle /day
6	5.7	For each occasion of non-wearing of uniform, including shoes by the drivers.	Rs. 200.00 per Incident/ per day /per vehicle
7	5.28	If vehicle driver has taken an amount from the user towards cost of diesel, consumables etc. double the amount shall be deducted from Contractor's bills without any notice. In addition to the above double amount, an amount of Rs.1000/- shall be deducted from the bills as penalty for each instance.	Rs. 1000.00 per Incident/ per day /per vehicle
8		For violation of any provision of Contract	Rs. 500.00 per incident /per vehicle
9		Violation of any provision in respect of Labour laws	Rs.1000/- per incident /per vehicle
10		Non-deployment of similar / matching type of vehicle when the deployed vehicle is taken away for routine-servicing / maintenance.	Rs. 1,000.00 per Day / per vehicle

21.0. OTHER COMMERCIAL TERMS & CONDITION:

- (i) IGGL wherever mentioned in the tender document shall mean IGGL, Guwahati, Assam

22.0 GATE/ ENTRY PASS OR AUTHORIZATION:

Entry to the offices is restricted and is subject to appropriate entry authorization in the prescribed format of a Gate Pass or any other entry authorization w.r.t police verification as per instruction of Security department from time to time. Similarly, entry for material/equipment's/ tools/ tackles etc. is restricted & subject to entry authorization by security department.

23.0 RESPONSIBILITIES OF THE CONTRACTOR FOR COMPLIANCE UNDER LABOUR/INDUSTRIAL LAWS:

A. The contractor has to pay following wage components to the personal/drivers engaged by him in IGGL:

B. Other Compliances under various Labour Laws:

1. The Employees Provident & Miscellaneous Provisions Act 1952:

1	Minimum wage	Minimum wages as notified by Central Government or State Government from time to time (whichever is higher)
2	Provident Fund contribution including Employee Deposit Linked Insurance (EDLI) & Administrative charges	13% of wages
3	Employee State Insurance (ESI) contribution or Insurance policy coverage under Employee's Compensation Act, 1923.	3.25% of minimum wage in case ESI is applicable or reimbursement of the cost of insurance coverage obtained under Employees Compensation Act, 1923 up to Rs. 10.86 lacs per contract worker (driver). Excluded Employees under ESI should be covered under EC Policy.
4	Bonus (provisionally kept, to be paid as and when declared by IGGL)	8.33% of Minimum wage (To be paid to the contract workers during festival time by the Contractor and seek reimbursement on submission of proof of payment of bonus).
5	Leave wages as per factories Act / Rules or Shops & Establishment Act of respective State	8.33% of the minimum wage will be paid in case contract worker (driver) does not avail earned leave. Compliance to be done in terms of the statutory provisions and same to be reflected in Attendance Register and Leave Records by the contractor.
6	Overtime for working extra work/ compensatory off (provision for over time should be made in contract value as per requirement)	Overtime for working extra hours, to be provisioned in the Contract value as per requirement under Factories Act, 1948 or Shops & Establishment Act of the respective State. Payment of overtime in the event of emergencies of work should be made and maintained in Overtime Register prescribed in CL (R&A) Central Rules 1971. The payment per hour is at the rate of twice the ordinary rate of wages.

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The contractor shall have his own PF code no. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952 and extend benefits of Employees Provident Fund 1952, Employee Deposit Linked Insurance 1976 and Employee Pension Scheme 1995 to contract workers deployed. The contractor should submit copies of separate e-Challans/ ECR, in respect of contract employees employed by them in IGGL through this contract only, with acknowledgement from PF office, on a monthly basis as a compliance of communication received from PF Authorities vide 24.03.2014 wherein it was observed by PF Authorities that depositing one single challan for labour supplied at various establishments keeps Principal Employers in dark and gives opportunity to contractors to cheat Principal Employer and Contract Employees both. Hence, such common challans would not be acceptable in IGGL. PF is mandatory irrespective of the wages paid by the Contractor to workers i.e. even workers drawing wages more than Rs. 15,000/- pm has to be made a member. The exclusion be carried out as per provisions of EPF Scheme 1952.

2. **The Payment of Wages Act 1936:**

Ensure Monthly timely disbursement Wages, avoid illegitimate deductions and of maintained records /returns as prescribed. The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by the 7th day of the subsequent month in the presence of Engineer-in-Charge. After disbursement of wages, the authorized representative and Executive In-Charge have to certify the payment of wages to the contract workers and sign the e-banking wage sheet/bank statement jointly. In case the payment/disbursement carried out through net banking, certification be done based on Bank Statement in the same manner.

3. **The Minimum Wages Act 1948:**

Ensure the Minimum wages as prescribed in the Schedule above monthly without further bifurcation of the same. The Minimum Wages in case of revision shall be revised and paid to the Contractor workers and claim to be submitted by the Contractor for disbursement of differential and other statutory compliance under EPF Act and ESIC. The rates of Minimum Wages declared by Central Labour Department or State Labour Department, whichever is higher, shall be made applicable during the tenure of contract.

4. **The Employees State Insurance Act 1948:**

The contractor shall have his own ESI code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act 1948. The contractors shall submit the Separate e-Challans / ESI Detail sheet along with bank receipts/bank statement on monthly basis as a part of compliance and proof of depositing of ESI contribution with ESI Authorities. All workers to be covered and extended the benefits as prescribed The contractor is

required to deposit ESI contributions through banks with Employee State Insurance Corporation on monthly basis and has to arrange Smart Cards to contract labours engaged by him from the Corporation.

5. **The Workmen's Compensation Act 1923:**

In case the WORKPLACE is out of the notified area under ESIC i.e., ESIC no implemented area and in case of excluded employees under ESIC (i.e., wages more than Rs. 21,000/-), the Contractor is required to take a POLICY from IREDA approved Insurance Company taking into consideration the maximum liability under Employee Compensation (i.e.EC) and Medical Policy in lieu of ESI @ 3.25 % of wages and seek reimbursement from IGGL the EMPLOYER annually extending coverage to all workers.

6. **The Payment of Gratuity Act 1972:**

In case of Death or disablement of a Contract worker during execution of work under the CONTRACT, Contractor has to pay the GRATUITY as per provision under the Payment of Gratuity Act 1972 and claim for the same along with proof of disbursement.

7. **Contract Labour (R&A) Act, 1970:**

The contractor is required to obtain Labour license under the provisions of Contract Labour (R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority, Ministry of Labor and Employment, Govt. of India having jurisdiction of the Region. The contractor shall discharge obligations as provided under Contract Labor (R&A) Act, 1970 rules, and regulations framed under the same and enforced from time to time. The Contractor shall ensure Regular and effective supervision and control of personnel, if any, deployed by him and give suitable direction for undertaking the Contractual Obligation and meeting all statutory obligation for genuineness and non- camouflaged state of the Contract.

Contractor shall provide proper identification cards for his employees to be deputed by him for Work/Services, duly signed contractor on behalf of contractor. Also, the contractor should obtain entry passes from Security Dept. through Engineer-in-Charge for his employees.

8. **The Payment of Bonus Act, 1962:**

This should be regulated annually. The contractor should pay the minimum prescribed Bonus to all Eligible workers and submit bill along with proof of payment of Bonus. The bonus is mandatory and as per regulation, it should be paid on or before 30th September every year.

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9. **Factories Act, 1948 / Shops & Establishment Act:**

Casual Leave/Earned leave / Gazetted Holiday be regulated in terms of Shops and Establishment Act/ Factories Act /Model/PL Standing Order.

10. **Provision of Overtime Wages:**

Overtime Wages Are Mandatory Provisions and be regulated as per the regulation and paid to the Contractor workers regularly. Contractor to ensure maintain records and register prescribed

DOCUMENTS TO BE SUBMITTED BY THE AGENCY/CONTRACTOR TO ENGINEER-IN-CHARGE AT VARIOUS STAGES DURING THE CURRENCY OF THE CONTRACT:

1. **Immediately after issuance/receiving of Letter of Acceptance (LOA):**

- a. Application for issuance of Form –III for obtaining Labour License from Licensing Authority for engaging 20 or more contract workers.
- b. Copy of Labour License before the commencement of work if 20 or more contract workers are engaged.
- c. List of persons along with designation, Employee No., PF account, ESI card No., Insurance coverage No. etc.
- d. Copies of Appointment Letters to the Persons to be engaged in IGGL by the contractor.
- e. Copies of Employment/Identity Card issued by the Contractor to the Contract Workers to be engaged in IGGL.
- f. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
- g. Copy of FORM 5 submitted by the contractor to Regional Provident Fund Commissioner in respect of contract workers who are eligible to become members of the fund for the first time along with copies of declaration in form 2 furnished by such contract worker.
- h. Copies of allotment of Provident Fund A/c No. and contribution cards of all the individual contract workers engaged by him.
- i. Copy of Employee State Insurance Registration Certificate issued by concerned ESIC (wherever applicable).
- j. Copies of return in FORM 3 submitted by the contractor to the ESIC with respect to declaration by contract workers for enrolment with ESIC.
- k. Copies of ESI identity/smart Card of persons to be engaged in IGGL
- l. In case ESI is not applicable, copy of insurance coverage/policy along with details of contract workers and sum assured in terms of Employees Compensation Act, 1923 and copy of renewal of policy from time to time.

2. **At the time of submission of monthly bills:**

- a. Monthly bill duly certified by the contractor or his authorized representative along with KMs Calculation sheet, Escalation/De-Escalation Sheet.
- b. Copy of wage register duly certified by the contractor or his authorized representative and EIC of in IGGL.
- c. Copy of e-banking wage sheet/bank statement duly stamped by designated bank and duly certified by the contractor or his authorized representative and IGGL EIC.

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- d. Copy of e-banking wage sheet duly certified by authorized representative(s) of the contractor and IGGL Certifying as "Certified that the amount shown in the column No has been paid to the workman concerned through e-banking on -----(date) at (place)".
- e. Copy of PF Challan with valid TRRN, Electronic Challan cum Return (ECR) and bank remittance slip for the proof of deposit of Provident Fund contribution with RPFC along with details of employees and Provident Fund A/C No duly stamped by designated bank.
- f. Copy of Electronic Challan cum Return (ECR) and bank remittance slip for the proof of deposit of ESI contribution with ESIC along with details of contributions of employees and employer etc. for the previous month duly stamped by designated bank.
- g. Duly filled in "Proforma-PFD", as per Annexure-I IGGL shall maintain these records and verify the deposit of statutory contribution made by the contractors with EPFO/ESI authorities, where deemed necessary.

3. **Evaluation of Bill and Release of Payment:**

Bill should be evaluated based on the actual payment released/incurred under various heads of components as stated above. The Contractor to submit a Statement duly signed to the effect and the cost actually incurred as per timeline.

4. **At the time of closure of contract:**

- a. Indemnity Bond of Rs. 100/- duly notarized from Notary indemnifying IGGL from all liabilities w.r.t. the persons engaged by the contractor regarding payment of wages, Provident Fund/ESI contributions, Insurance and other payments.
- b. Copies of Service Certificate in FORM XV issued to the Contract workers
- c. Copy of the Wage Register for the last month.
- d. Copy of the ECR related to EPF and ESIC Compliance in respect of Contract Workers. Before making payment of the last bill/invoice of the Contractor, the appropriate authority (i.e., Payment Making Authority etc.) in IGGL, may verify from the EPF/ESI Portal, the detail/status of the deposit of Contribution made by the Contractor. In case the information furnished by the Contractor is found to be incorrect/ delayed, IGGL shall take appropriate action against the Contractor and communicate in writing for compliance in line with the regulations. In case any other documents if required, IGGL shall ask from the Contractor for the purpose of compliances and at the time of payments.

5. **REGISTERS, RECORDS, AND RETURNS TO BE MAINTAINED BY THE CONTRACTOR:**

Registers and Records to be maintained by the contractor shall be complete and up-to-date and kept at an office or convenient place within a radius of three kilometres from the workplace.

Contract Labour (Regulation & Abolition), Act, 1970 & Payment of Wages Act, 1936:

During the currency of the contract, the contractor has to maintain registers like:

- a) Muster Roll in FORM-XVIII

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- b) Register of Workmen in FORM-XIII
 - c) Wage Register in FORM-XVII
 - d) Register of Deductions in FORM-XX
 - e) Register of Overtime in FORM-XXIII
 - f) Register of Fines in FORM-XVI
 - g) Register of advances in FORM-XXII
 - h) Issuance and maintenance of Wage Slip in FORM XIX.
 - i) Issuance of valid Identity Card by the contractor in FORM XIV.

Employee State Insurance Act, 1948:

During the currency of the contract, the contractor has to maintain registers like:

- a) Register of employees in FORM-6
- b) Accident Book in FORM-11

Employees Provident Fund & Miscellaneous Provisions Act, 1952:

- a) Monthly return in FORM 5 for employees qualifying for membership of the PF fund.
- b) Contribution card in FORM 4
- c) Return of contribution card sent to the Commissioner on expiry of the Financial Year in FORM-6.
- d) Consolidated annual contribution statement in FORM 6. Copy of same should also be given to the individual contract worker and EIC every year.

The Payment of Bonus Act, 1962:

During the currency of the contract, the contractor has to maintain following registers:

1. Register showing the details of the amount of bonus due to each of the employees, the deductions under Sections 17 and 18 and the amount actually disbursed, in FORM- C.
2. The contractor shall send a return in FORM – D to the Inspector so as the reach him within 30 days after the expiry of the time limit specified in Section 19 for payment of Bonus.

Factories Act, 1948 / Shop & Establishment Act:

The contractor has to maintain the Leave with wages Register as per provisions of Factories Act, 1948 / Shop & Establishment Act of respective State.

ADDITIONAL ONLINE RETURNS:

As applicable the contractor has to maintain the Return submitted online on Shram Suvidha Portal of Government of India and submit a copy of the same to IGGL if demanded.

AT THE TIME OF CLOSURE OF CONTRACT:

The contractor has to obtain No Objection certificate (NOC) from concerned EIC and submit Indemnity Bond of Rs. 100/- duly notarized from Notary indemnifying IGGL from all liabilities w.r.t. the persons engaged by the contractor regarding payment of wages, Provident Fund/ESI contributions, Insurance and other payments in Performa Indemnity Bond.

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SECTION-VII

PRICE SCHEDULE

SCHEDULE OF RATES (SOR)

FOR PART-A

SUB: HIRING OF 57 NOS. OF VEHICLES ON MONTHLY BASIS FOR NEGG PROJECT FOR A PERIOD OF 24 MONTHS.

Tender No.: IGGL/GHY/C&P/57-VEH/07-26 (E –TENDER NO. IGGL-100123)

Name of Bidder: M/s_____

Sl. No.	Details of Vehicle Required / Item Details	Place of Deployment/ Operation	UOM	Qty.	Unit Price (in Rs.)	Total Amount (in Rs.)	Remarks
				1	2	3=(1x2)	
1	Monthly Wages for Drivers - including but not limited to employers contribution of PF, ESIC, EDLI & other Admin. Charges (@13% of basic wages, ESI employers contribution @3.25% of basic wages) Nos. of Drivers: 14 nos. (14 drivers for round the clock vehicle for 12 hours)	<u>Tentative Place of Deployment shall be as following:</u> State : Assam (14 Nos.) 1. Compressor Station cum DT-Baihata : 02 Nos. 2. Last Mile Connectivity Jobs to NEGDCL from GNPL: 02 Nos. 3. Guwahati HO : 03 Nos. 4. Contract Closure Jobs of GNPL Spread-D and Last Mile Connectivity Jobs to NRL : 03 Nos. 5. Dergaon-Dimapur Pipeline Section: 04 Nos. [Remarks: The Contractor shall obtain the requisite operational permits for operations in the following States: Assam, Tripura, Mizoram, Manipur, Nagaland, Meghalaya, Arunachal Pradesh, West Bengal and Sikkim.]	EA	336	₹ 28,954.98		NOT TO BE QUOTED BY BIDDERS

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1.1	Fixed charges for providing, operating and maintaining in good condition of Mahindra Scorpio N/ Scorpio Classic S - (Including but not limited to cost of service charges, driver uniform, road permit, car insurance, employee insurances, taxes & duties, repair & maintenance, break-down provision reserved vehicle etc. whatsoever require for the specific performance of this contract). (Note: Rate - excluding wages of driver) Scorpio N/ Scorpio Classic S or higher models (Inclusive of night halt, fixed 3000 km run per month & 12 hrs. per day duty) Other details: (1) Air-Conditioned. (2) Fuel: Diesel / Petrol (3) Model: Ex-showroom. (4) Make: Not older than December 2025. (5) Contract Period: 24 Months. (6) No. of Vehicle required: 14 Nos. (7) Drive: 2WD / 4WD (8) Seating Capacity: 7 (6+1).		MON	336		Rate for this item to be quoted by bidders in Price bid / BoQ
2	Charges of extra Km run beyond fixed Km (Calculation as specified in SCC) (The quantity assumption is based on an additional 1000 km run per month per vehicle)	Applicable for all vehicle	KM	3,36,000		Rate for this item to be quoted by bidders in Price bid / BoQ
3	Night halt Charges for drivers (Only applicable for 12 hrs. duty vehicles.) (Assuming 4 Night halts in a month for 14 nos. of vehicle over the period of 24 months)		EA	NOT TO BE QUOTED BY BIDDERS		

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4	Over Time (beyond 12 Hrs) - Payment will be subject to applicable labour laws. (Considering 24 hours of Over Time each month for 14 vehicles & Only applicable for 12 hrs. duty vehicle drivers)		HR	NOT TO BE QUOTED BY BIDDERS
5	Reimbursement of parking Charges / Tool gate charges / Ferry charges etc. (Taking Lump Sum amount of Rs. 10000/- per vehicle per Month) * NB: As per actual. (Subjected to submission of original receipt of Parking and statement of fastag for deployed vehicles)		LSM	NOT TO BE QUOTED BY BIDDERS
6	Fuel escalation (Assumption: 1. No. of Car: 14 2. Average Millage: 10 kmpl 3. Escalation in fuel price: Rs. 20/- per Litre 4. Total Kilometer including fixed & additional: 1,34,4000 km 5. Period of contract: 24 months.		LSM	NOT TO BE QUOTED BY BIDDERS
7	Provision for escalation of wages @5% Halfyearly (for 2 Years/24 Months) and other statutory compliances		LSM	NOT TO BE QUOTED BY BIDDERS
Total Amount:				
GST @5% Excluding Item Sl. No. 5:				
Total Amount Including GST:				

SOR FOR PART-B

Sl. No.	Details of Vehicle Required / Item Details	Place of Deployment/ Operation	UOM	Qty.	Unit Price (in Rs.)	Total Amount (in Rs.)	Remarks
				1	2	3=(1x2)	
1	Monthly Wages for Drivers - including but not limited to employers contribution of PF, ESIC, EDLI & other Admin. Charges (@13% of basic wages, ESI employers contribution @3.25% of basic wages) Nos. of Drivers: 04 nos. (04 drivers for round the clock vehicle for 12 hours)	<u>Tentative Place of Deployment shall be as following:</u> State : Assam (04 Nos.) 1. Duliajan Feeder Line : 04 Nos. [Remarks: The Contractor shall obtain the requisite operational permits for operations in the following States: Assam, Tripura, Mizoram, Manipur, Nagaland, Meghalaya, Arunachal Pradesh, West Bengal and Sikkim.]	EA	96	₹ 28,954.98		NOT TO BE QUOTED BY BIDDERS

1.1	Fixed charges for providing, operating and maintaining in good condition of Mahindra Scorpio N/ Scorpio Classic S - (Including but not limited to cost of service charges, driver uniform, road permit, car insurance, employee insurances, taxes & duties, repair & maintenance, break-down provision reserved vehicle etc. whatsoever require for the specific performance of this contract). (Note: Rate - excluding wages of driver) Scorpio N/ Scorpio Classic S or higher models (Inclusive of night halt, fixed 3000 km run per month & 12 hrs. per day duty) Other details: (1) Air-Conditioned. (2) Fuel: Diesel / Petrol (3) Model: Ex-showroom. (4) Make: Not older than December 2025. (5) Contract Period: 24 Months. (6) No. of Vehicle required: 04 Nos. (7) Drive: 2WD / 4WD (8) Seating Capacity: 7 (6+1).		MON	96		Rate for this item to be quoted by bidders in Price bid / BoQ
2	Charges of extra Km run beyond fixed Km (Calculation as specified in SCC) (The quantity assumption is based on an additional 1000 km run per month per vehicle)	Applicable for all vehicle	KM	96,000		Rate for this item to be quoted by bidders in Price bid / BoQ
3	Night halt Charges for drivers (Only applicable for 12 hrs. duty vehicles.) (Assuming 4 Night halts in a month for 04 nos. of vehicle over the period of 24 months)		EA	NOT TO BE QUOTED BY BIDDERS		

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4	Over Time (beyond 12 Hrs) - Payment will be subject to applicable labour laws. (Considering 24 hours of Over Time each month for 04 vehicles & Only applicable for 12 hrs. duty vehicle drivers)		HR	NOT TO BE QUOTED BY BIDDERS
5	Reimbursement of parking Charges / Tool gate charges / Ferry charges etc. (Taking Lump Sum amount of Rs. 10000/- per vehicle per Month) * NB: As per actual. (Subjected to submission of original receipt of Parking and statement of fastag for deployed vehicles)		LSM	NOT TO BE QUOTED BY BIDDERS
6	Fuel escalation (Assumption: 1. No. of Car: 04 2. Average Millage: 10 kmpl 3. Escalation in fuel price: Rs. 20/- per Litre 4. Total Kilometre including fixed & additional: 3,84,000 km 5. Period of contract: 24 months.		LSM	NOT TO BE QUOTED BY BIDDERS
7	Provision for escalation of wages @5% Half yearly (for 2 Years/24 Months) and other statutory compliances		LSM	NOT TO BE QUOTED BY BIDDERS
Total Amount:				
GST @5% Excluding Item Sl. No. 5:				
Total Amount Including GST:				

SOR FOR PART-C

Sl. No.	Details of Vehicle Required / Item Details	Place of Deployment/ Operation	UOM	Qty.	Unit Price (in Rs.)	Total Amount (in Rs.)	Remarks
				1	2	3 = (1x2)	
1	Monthly Wages for Drivers - including but not limited to employers contribution of PF, ESIC, EDLI & other Admin. Charges (@13% of basic wages, ESI employers contribution @3.25% of basic wages) Nos. of Drivers: 03 nos. (03 drivers for round the clock vehicle for 12 hours)	<u>Tentative Place of Deployment shall be as following:</u> State : Assam (03 Nos.) 1. Silchar-Panisagar Pipeline Section and Silchar CGD: 03 Nos. [Remarks: The Contractor shall obtain the requisite operational permits for operations in the following States: Assam, Tripura, Mizoram, Manipur, Nagaland, Meghalaya, Arunachal Pradesh, West Bengal and Sikkim.]	EA	72	₹ 28,954.98	NOT TO BE QUOTED BY BIDDERS	

1.1	Fixed charges for providing, operating and maintaining in good condition of Mahindra Scorpio N/ Scorpio Classic S - (Including but not limited to cost of service charges, driver uniform, road permit, car insurance, employee insurances, taxes & duties, repair & maintenance, break-down provision reserved vehicle etc. whatsoever require for the specific performance of this contract). (Note: Rate - excluding wages of driver) Scorpio N/ Scorpio Classic S or higher models (Inclusive of night halt, fixed 3000 km run per month & 12 hrs. per day duty) Other details: (1) Air-Conditioned. (2) Fuel: Diesel / Petrol (3) Model: Ex-showroom. (4) Make: Not older than December 2025. (5) Contract Period: 24 Months. (6) No. of Vehicle required: 03 Nos. (7) Drive: 2WD / 4WD (8) Seating Capacity: 7 (6+1).		MON	72		Rate for this item to be quoted by bidders in Price bid / BoQ
2	Charges of extra Km run beyond fixed Km (Calculation as specified in SCC) (The quantity assumption is based on an additional 1000 km run per month per vehicle)	Applicable for all vehicle	KM	72,000		Rate for this item to be quoted by bidders in Price bid / BoQ

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3	Night halt Charges for drivers (Only applicable for 12 hrs. duty vehicles.) (Assuming 4 Night halts in a month for 03 nos. of vehicle over the period of 24 months)		EA	NOT TO BE QUOTED BY BIDDERS
4	Over Time (beyond 12 Hrs) - Payment will be subject to applicable labour laws. (Considering 24 hours of Over Time each month for 03 vehicles & Only applicable for 12 hrs. duty vehicle drivers)		HR	NOT TO BE QUOTED BY BIDDERS
5	Reimbursement of parking Charges / Tool gate charges / Ferry charges etc. (Taking Lump Sum amount of Rs. 10000/- per vehicle per Month) * NB: As per actual. (Subjected to submission of original receipt of Parking and statement of fastag for deployed vehicles)		LSM	NOT TO BE QUOTED BY BIDDERS
6	Fuel escalation (Assumption: 1. No. of Car: 03 2. Average Millage: 10 kmpl 3. Escalation in fuel price: Rs. 20/- per Litre 4. Total Kilometer including fixed & additional: 2,88,000 km 5. Period of contract: 24 months.		LSM	NOT TO BE QUOTED BY BIDDERS
7	Provision for escalation of wages @5% Half yearly (for 2 Years/24 Months) and other statutory compliances		LSM	NOT TO BE QUOTED BY BIDDERS
Total Amount:				
GST @5% Excluding Item Sl. No. 5:				
Total Amount Including GST:				

SOR FOR PART-D

Sl. No.	Details of Vehicle Required / Item Details	Place of Deployment/ Operation	UOM	Qty.	Unit Price (in Rs.)	Total Amount (in Rs.)	Remarks
				1	2	3 = (1x2)	
1	Monthly Wages for Drivers - including but not limited to employers contribution of PF, ESIC, EDLI & other Admin. Charges (@13% of basic wages, ESI employers contribution @3.25% of basic wages) Nos. of Drivers: 10 nos. (07 drivers for round the clock vehicle for 12 hours)	<u>Tentative Place of Deployment shall be as following:</u> State : Tripura (10 Nos.) 1. Panisagar-Agartala Pipeline Section, Khubal Feeder Line and NEEPCO Spur Line : 07 Nos. 2. Agartala-Tulamura Feeder Pipeline Section: 03 Nos. [Remarks: The Contractor shall obtain the requisite operational permits for operations in the following States: Assam, Tripura, Mizoram, Manipur, Nagaland, Meghalaya, Arunachal Pradesh, West Bengal and Sikkim.]	EA	240	₹ 28,954.98	NOT TO BE QUOTED BY BIDDERS	

1.1	Fixed charges for providing, operating and maintaining in good condition of Mahindra Scorpio N/ Scorpio Classic S - (Including but not limited to cost of service charges, driver uniform, road permit, car insurance, employee insurances, taxes & duties, repair & maintenance, break-down provision reserved vehicle etc. whatsoever require for the specific performance of this contract). (Note: Rate - excluding wages of driver) Scorpio N/ Scorpio Classic S or higher models (Inclusive of night halt, fixed 3000 km run per month & 12 hrs. per day duty) Other details: (1) Air-Conditioned. (2) Fuel: Diesel / Petrol (3) Model: Ex-showroom. (4) Make: Not older than December 2025. (5) Contract Period: 24 Months. (6) No. of Vehicle required: 10 Nos. (7) Drive: 2WD / 4WD (8) Seating Capacity: 7 (6+1).		MON	240		Rate for this item to be quoted by bidders in Price bid / BoQ
2	Charges of extra Km run beyond fixed Km (Calculation as specified in SCC) (The quantity assumption is based on an additional 1000 km run per month per vehicle)	Applicable for all vehicle	KM	2,40,000		Rate for this item to be quoted by bidders in Price bid / BoQ
3	Night halt Charges for drivers (Only applicable for 12 hrs. duty vehicles.) (Assuming 4 Night halts in a month for 10 nos. of vehicle over the period of 24 months)		EA	NOT TO BE QUOTED BY BIDDERS		

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4	Over Time (beyond 12 Hrs) - Payment will be subject to applicable labour laws. (Considering 24 hours of Over Time each month for 10 vehicles & Only applicable for 12 hrs. duty vehicle drivers)		HR	NOT TO BE QUOTED BY BIDDERS
5	Reimbursement of parking Charges / Tool gate charges / Ferry charges etc. (Taking Lump Sum amount of Rs. 10000/- per vehicle per Month) * NB: As per actual. (Subjected to submission of original receipt of Parking and statement of fastag for deployed vehicles)		LSM	NOT TO BE QUOTED BY BIDDERS
6	Fuel escalation (Assumption: 1. No. of Car: 10 2. Average Millage: 10 kmpl 3. Escalation in fuel price: Rs. 20/- per Litre 4. Total Kilometer including fixed & additional: 9,60,000 km 5. Period of contract: 24 months.		LSM	NOT TO BE QUOTED BY BIDDERS
7	Provision for escalation of wages @5% Half yearly (for 2 Years/24 Months) and other statutory compliances		LSM	NOT TO BE QUOTED BY BIDDERS
Total Amount:				
GST @5% Excluding Item Sl. No. 5:				
Total Amount Including GST:				

SOR FOR PART-E

Sl. No.	Details of Vehicle Required / Item Details	Place of Deployment/ Operation	UOM	Qty.	Unit Price (in Rs.)	Total Amount (in Rs.)	Remarks
				1	2	3=(1x2)	
1	Monthly Wages for Drivers - including but not limited to employers contribution of PF, ESIC, EDLI & other Admin. Charges (@13% of basic wages, ESI employers contribution @3.25% of basic wages) Nos. of Drivers: 04 nos. (04 drivers for round the clock vehicle for 12 hours)	<u>Tentative Place of Deployment shall be as following:</u> State : Mizoram (04 Nos.) 1. Panisagar-Aizawl Pipeline Section : 04 Nos. [Remarks: The Contractor shall obtain the requisite operational permits for operations in the following States: Assam, Tripura, Mizoram, Manipur, Nagaland, Meghalaya, Arunachal Pradesh, West Bengal and Sikkim.]	EA	96	₹ 28,954.98	NOT TO BE QUOTED BY BIDDERS	

1.1	Fixed charges for providing, operating and maintaining in good condition of Mahindra Scorpio N/ Scorpio Classic S - (Including but not limited to cost of service charges, driver uniform, road permit, car insurance, employee insurances, taxes & duties, repair & maintenance, break-down provision reserved vehicle etc. whatsoever require for the specific performance of this contract). (Note: Rate - excluding wages of driver) Scorpio N/ Scorpio Classic S or higher models (Inclusive of night halt, fixed 3000 km run per month & 12 hrs. per day duty) Other details: (1) Air-Conditioned. (2) Fuel: Diesel / Petrol (3) Model: Ex-showroom. (4) Make: Not older than December 2025. (5) Contract Period: 24 Months. (6) No. of Vehicle required: 04 Nos. (7) Drive: 2WD / 4WD (8) Seating Capacity: 7 (6+1).		MON	96		Rate for this item to be quoted by bidders in Price bid / BoQ
2	Charges of extra Km run beyond fixed Km (Calculation as specified in SCC) (The quantity assumption is based on an additional 1000 km run per month per vehicle)	Applicable for all vehicle	KM	96,000		Rate for this item to be quoted by bidders in Price bid / BoQ
3	Night halt Charges for drivers (Only applicable for 12 hrs. duty vehicles.) (Assuming 4 Night halts in a month for 04 nos. of vehicle over the period of 24 months)		EA	NOT TO BE QUOTED BY BIDDERS		

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4	Over Time (beyond 12 Hrs) - Payment will be subject to applicable labour laws. (Considering 24 hours of Over Time each month for 04 vehicles & Only applicable for 12 hrs. duty vehicle drivers)		HR	NOT TO BE QUOTED BY BIDDERS
5	Reimbursement of parking Charges / Tool gate charges / Ferry charges etc. (Taking Lump Sum amount of Rs. 10000/- per vehicle per Month) * NB: As per actual. (Subjected to submission of original receipt of Parking and statement of fastag for deployed vehicles)		LSM	NOT TO BE QUOTED BY BIDDERS
6	Fuel escalation (Assumption: 1. No. of Car: 04 2. Average Millage: 10 kmpl 3. Escalation in fuel price: Rs. 20/- per Litre 4. Total Kilometer including fixed & additional: 3,84,000 km 5. Period of contract: 24 months.		LSM	NOT TO BE QUOTED BY BIDDERS
7	Provision for escalation of wages @5% Halfyearly (for 2 Years/24 Months) and other statutory compliances		LSM	NOT TO BE QUOTED BY BIDDERS
Total Amount:				
GST @5% Excluding Item Sl. No. 5:				
Total Amount Including GST:				

SOR FOR PART-F

Sl. No.	Details of Vehicle Required / Item Details	Place of Deployment/ Operation	UOM	Qty.	Unit Price (in Rs.)	Total Amount (in Rs.)	Remarks
				1	2	3=(1x2)	
1	Monthly Wages for Drivers - including but not limited to employers contribution of PF, ESIC, EDLI & other Admin. Charges (@13% of basic wages, ESI employers contribution @3.25% of basic wages) Nos. of Drivers: 09 nos. (09 drivers for round the clock vehicle for 12 hours)	<u>Tentative Place of Deployment shall be as following:</u> State : Meghalaya (09 Nos.) 1. Guwahati-Shillong-Silchar Pipeline Section : 09 Nos. [Remarks: The Contractor shall obtain the requisite operational permits for operations in the following States: Assam, Tripura, Mizoram, Manipur, Nagaland, Meghalaya, Arunachal Pradesh, West Bengal and Sikkim.]	EA	216	₹ 28,954.98	NOT TO BE QUOTED BY BIDDERS	

1.1	Fixed charges for providing, operating and maintaining in good condition of Mahindra Scorpio N/ Scorpio Classic S - (Including but not limited to cost of service charges, driver uniform, road permit, car insurance, employee insurances, taxes & duties, repair & maintenance, break-down provision reserved vehicle etc. whatsoever require for the specific performance of this contract). (Note: Rate - excluding wages of driver) Scorpio N/ Scorpio Classic S or higher models (Inclusive of night halt, fixed 3000 km run per month & 12 hrs. per day duty) Other details: (1) Air-Conditioned. (2) Fuel: Diesel / Petrol (3) Model: Ex-showroom. (4) Make: Not older than December 2025. (5) Contract Period: 24 Months. (6) No. of Vehicle required: 09 Nos. (7) Drive: 2WD / 4WD (8) Seating Capacity: 7 (6+1).		MON	216		Rate for this item to be quoted by bidders in Price bid / BoQ
2	Charges of extra Km run beyond fixed Km (Calculation as specified in SCC) (The quantity assumption is based on an additional 1000 km run per month per vehicle)	Applicable for all vehicle	KM	2,16,000		Rate for this item to be quoted by bidders in Price bid / BoQ
3	Night halt Charges for drivers (Only applicable for 12 hrs. duty vehicles.) (Assuming 4 Night halts in a month for 09 nos. of vehicle over the period of 24 months)		EA	NOT TO BE QUOTED BY BIDDERS		

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4	Over Time (beyond 12 Hrs) - Payment will be subject to applicable labour laws. (Considering 24 hours of Over Time each month for 09 vehicles & Only applicable for 12 hrs. duty vehicle drivers)		HR	NOT TO BE QUOTED BY BIDDERS
5	Reimbursement of parking Charges / Tool gate charges / Ferry charges etc. (Taking Lump Sum amount of Rs. 10000/- per vehicle per Month) * NB: As per actual. (Subjected to submission of original receipt of Parking and statement of fastag for deployed vehicles)		LSM	NOT TO BE QUOTED BY BIDDERS
6	Fuel escalation (Assumption: 1. No. of Car: 09 2. Average Millage: 10 kmpl 3. Escalation in fuel price: Rs. 20/- per Litre 4. Total Kilometer including fixed & additional: 8,64,000 km 5. Period of contract: 24 months.		LSM	NOT TO BE QUOTED BY BIDDERS
7	Provision for escalation of wages @5% Halfyearly (for 2 Years/24 Months) and other statutory compliances		LSM	NOT TO BE QUOTED BY BIDDERS
Total Amount:				
GST @5% Excluding Item Sl. No. 5:				
Total Amount Including GST:				

SOR FOR PART-G

Sl. No.	Details of Vehicle Required / Item Details	Place of Deployment/ Operation	UOM	Qty.	Unit Price (in Rs.)	Total Amount (in Rs.)	Remarks
				1	2	3=(1x2)	
1	Monthly Wages for Drivers - including but not limited to employers contribution of PF, ESIC, EDLI & other Admin. Charges (@13% of basic wages, ESI employers contribution @3.25% of basic wages) Nos. of Drivers: 08 nos. (08 drivers for round the clock vehicle for 12 hours)	<u>Tentative Place of Deployment shall be as following:</u> State : Manipur (04 Nos.) and Nagaland (04 Nos.) 1. Dimapur-Kohima-Imphal Pipeline Section : 08 Nos. [Remarks: The Contractor shall obtain the requisite operational permits for operations in the following States: Assam, Tripura, Mizoram, Manipur, Nagaland, Meghalaya, Arunachal Pradesh, West Bengal and Sikkim.]	EA	192	₹ 28,954.98		NOT TO BE QUOTED BY BIDDERS

1.1	Fixed charges for providing, operating and maintaining in good condition of Mahindra Scorpio N/ Scorpio Classic S - (Including but not limited to cost of service charges, driver uniform, road permit, car insurance, employee insurances, taxes & duties, repair & maintenance, break-down provision reserved vehicle etc. whatsoever require for the specific performance of this contract). (Note: Rate - excluding wages of driver) Scorpio N/ Scorpio Classic S or higher models (Inclusive of night halt, fixed 3000 km run per month & 12 hrs. per day duty) Other details: (1) Air-Conditioned. (2) Fuel: Diesel / Petrol (3) Model: Ex-showroom. (4) Make: Not older than December 2025. (5) Contract Period: 24 Months. (6) No. of Vehicle required: 08 Nos. (7) Drive: 2WD / 4WD (8) Seating Capacity: 7 (6+1).		MON	192		Rate for this item to be quoted by bidders in Price bid / BoQ
2	Charges of extra Km run beyond fixed Km (Calculation as specified in SCC) (The quantity assumption is based on an additional 1000 km run per month per vehicle)	Applicable for all vehicle	KM	1,92,000		Rate for this item to be quoted by bidders in Price bid / BoQ
3	Night halt Charges for drivers (Only applicable for 12 hrs. duty vehicles.) (Assuming 4 Night halts in a month for 08 nos. of vehicle over the period of 24 months)		EA	NOT TO BE QUOTED BY BIDDERS		

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4	Over Time (beyond 12 Hrs) - Payment will be subject to applicable labour laws. (Considering 24 hours of Over Time each month for 08 vehicles & Only applicable for 12 hrs. duty vehicle drivers)		HR	NOT TO BE QUOTED BY BIDDERS
5	Reimbursement of parking Charges / Tool gate charges / Ferry charges etc. (Taking Lump Sum amount of Rs. 10000/- per vehicle per Month) * NB: As per actual. (Subjected to submission of original receipt of Parking and statement of fastag for deployed vehicles)		LSM	NOT TO BE QUOTED BY BIDDERS
6	Fuel escalation (Assumption: 1. No. of Car: 08 2. Average Millage: 10 kmpl 3. Escalation in fuel price: Rs. 20/- per Litre 4. Total Kilometer including fixed & additional: 7,68,000 km 5. Period of contract: 24 months.		LSM	NOT TO BE QUOTED BY BIDDERS
7	Provision for escalation of wages @5% Half yearly (for 2 Years/24 Months) and other statutory compliances		LSM	NOT TO BE QUOTED BY BIDDERS
Total Amount:				
GST @5% Excluding Item Sl. No. 5:				
Total Amount Including GST:				

SOR FOR PART-H

Sl. No.	Details of Vehicle Required / Item Details	Place of Deployment/ Operation	UOM	Qty.	Unit Price (in Rs.)	Total Amount (in Rs.)	Remarks
				1	2	3=(1x2)	
1	Monthly Wages for Drivers - including but not limited to employers contribution of PF, ESIC, EDLI & other Admin. Charges (@13% of basic wages, ESI employers contribution @3.25% of basic wages) Nos. of Drivers: 05 nos. (05 drivers for round the clock vehicle for 12 hours)	<u>Tentative Place of Deployment shall be as following:</u> State : West-Bengal (05 Nos.) 1. Siliguri-Gangtok Pipeline Section : 05 Nos. [Remarks: The Contractor shall obtain the requisite operational permits for operations in the following States: Assam, Tripura, Mizoram, Manipur, Nagaland, Meghalaya, Arunachal Pradesh, West Bengal and Sikkim.]	EA	120	₹ 28,954.98	NOT TO BE QUOTED BY BIDDERS	

1.1	Fixed charges for providing, operating and maintaining in good condition of Mahindra Scorpio N/ Scorpio Classic S - (Including but not limited to cost of service charges, driver uniform, road permit, car insurance, employee insurances, taxes & duties, repair & maintenance, break-down provision reserved vehicle etc. whatsoever require for the specific performance of this contract). (Note: Rate - excluding wages of driver) Scorpio N/ Scorpio Classic S or higher models (Inclusive of night halt, fixed 3000 km run per month & 12 hrs. per day duty) Other details: (1) Air-Conditioned. (2) Fuel: Diesel / Petrol (3) Model: Ex-showroom. (4) Make: Not older than December 2025. (5) Contract Period: 24 Months. (6) No. of Vehicle required: 05 Nos. (7) Drive: 2WD / 4WD (8) Seating Capacity: 7 (6+1).		MON	120		Rate for this item to be quoted by bidders in Price bid / BoQ
2	Charges of extra Km run beyond fixed Km (Calculation as specified in SCC) (The quantity assumption is based on an additional 1000 km run per month per vehicle)	Applicable for all vehicle	KM	1,20,000		Rate for this item to be quoted by bidders in Price bid / BoQ
3	Night halt Charges for drivers (Only applicable for 12 hrs. duty vehicles.) (Assuming 4 Night halts in a month for 05 nos. of vehicle over the period of 24 months)		EA	NOT TO BE QUOTED BY BIDDERS		

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4	Over Time (beyond 12 Hrs) - Payment will be subject to applicable labour laws. (Considering 24 hours of Over Time each month for 05 vehicles & Only applicable for 12 hrs. duty vehicle drivers)		HR	NOT TO BE QUOTED BY BIDDERS
5	Reimbursement of parking Charges / Tool gate charges / Ferry charges etc. (Taking Lump Sum amount of Rs. 10000/- per vehicle per Month) * NB: As per actual. (Subjected to submission of original receipt of Parking and statement of fastag for deployed vehicles)		LSM	NOT TO BE QUOTED BY BIDDERS
6	Fuel escalation (Assumption: 1. No. of Car: 05 2. Average Millage: 10 kmpl 3. Escalation in fuel price: Rs. 20/- per Litre 4. Total Kilometer including fixed & additional: 4,80,000 km 5. Period of contract: 24 months.		LSM	NOT TO BE QUOTED BY BIDDERS
7	Provision for escalation of wages @5% Halfyearly (for 2 Years/24 Months) and other statutory compliances		LSM	NOT TO BE QUOTED BY BIDDERS
Total Amount:				
GST @5% Excluding Item Sl. No. 5:				
Total Amount Including GST:				

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NOTE TO BIDDERS FOR ALL THE ABOVE PART(s):

1. Parking Charges / Tool gate charges / Ferry charges etc. shall be re-imbursed ON ACTUAL on producing receipts and fastag statement along with the bills.
2. OT and escalation of wages will be governed as per Labour Law.
3. Quoted rates should be excluding of GST.
4. Provision of Fuel Escalation will be as per the terms and conditions given in the contract.
5. Bidders are requested to submit the blank SOR with "QUOTED/NOT QUOTED" remarks along with the un-priced bid without mentioning any price/rate.
6. PRICE / RATES TO BE ENTERED ONLY IN THE PRICED BID FORMAT/BOQ AVAILABLE IN THE E-TENDERING PORTAL.

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SECTION-VIII

ATTACHMENTS

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ATTACHMENT- I

PROFORMA FOR CONTRACT AGREEMENT

LOA No/PO No.: IGGL/

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

WHEREAS

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

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CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

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

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

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

AND

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

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

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

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

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

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

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

Date: _____

Date: _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____