



TENDER DOCUMENT FOR HIRING OF AGENCIES FOR PROVIDING SUPPORT & PERIPHERAL SERVICES MANPOWER ON CONTRACTUAL BASIS FOR 1(ONE) YEAR

**TENDER NO.: IGGL/GHY/C&P/HR/S&P MP/09-20
(E –TENDER NO: IGGL-100008)**

DOMESTIC COMPETITIVE BIDDING THROUGH E-TENDERING

Issued by
INDRADHANUSH GAS GRID LIMITED (IGGL)
(A Public Limited Company)
5th Floor, Central Mall, G S Road, Christian Basti, Guwahati

ATTENTION

THIS IS AN ELECTRONIC TENDER

***For Participation in this tender please visit the web site: Govt. CPP Portal -
<https://etenders.gov.in>***

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SECTION-I
INVITATION FOR BID (IFB)

SECTION-I
"INVITATION FOR BID (IFB)"

Ref No: TENDER NO. IGGL/GHY/C&P/HR/S&P MP/09-20

Date: 10.09.2020

To,

SUB: HIRING OF AGENCIES FOR PROVIDING SUPPORT & PERIPHERAL SERVICES MANPOWER ON CONTRACTUAL BASIS FOR 1(ONE) YEAR.

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 AGENCIES FOR PROVIDING SUPPORT & PERIPHERAL SERVICES MANPOWER ON CONTRACTUAL BASIS FOR 1(ONE) YEAR					
(B)	TENDER NO. & DATE	IGGL/GHY/C&P/HR/S&P MP/09-20 (E - Tender No. IGGL-100008)					
(C)	TYPE OF BIDDING SYSTEM	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">SINGLE BID SYSTEM</td> <td style="width: 50%; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>TWO BID SYSTEM</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	SINGLE BID SYSTEM	<input type="checkbox"/>	TWO BID SYSTEM	<input checked="" type="checkbox"/>	
SINGLE BID SYSTEM	<input type="checkbox"/>						
TWO BID SYSTEM	<input checked="" type="checkbox"/>						
(D)	TYPE OF TENDER	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">E-TENDER</td> <td style="width: 50%; text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>MANUAL</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>E-TENDER NO: IGGL-100008</p>	E-TENDER	<input checked="" type="checkbox"/>	MANUAL	<input type="checkbox"/>	
E-TENDER	<input checked="" type="checkbox"/>						
MANUAL	<input type="checkbox"/>						
(E)	COMPLETION/CONTRACT PERIOD	12 months from the date of engagement of services					
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">APPLICABLE</td> <td style="width: 50%; text-align: center;"><input checked="" type="checkbox"/></td> <td rowspan="2" style="vertical-align: middle;">Amount: INR_: 82,000.00</td> </tr> <tr> <td>NOT APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>(Refer clause no.16 of ITB)</p>	APPLICABLE	<input checked="" type="checkbox"/>	Amount: INR_: 82,000.00	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>	Amount: INR_: 82,000.00					
NOT APPLICABLE	<input type="checkbox"/>						
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From: 10.09.2020 to 30.09.2020 upto 13:00 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 : 30.09.2020 Time : 14:00 HRS.					

(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 01.10.2020 Time : 14:00 HRS
(K)	CONTACT DETAILS	1) Name: Mr. Indranil Neog, Designation: Deputy General Manager (C&P) Phone No.: 9531101227/8 (Extension 121) E-mail: indranil.neog@iggl.co.in 2) Name: Mr. Udayan Das, Designation: Chief Manager (C&P) Phone No.: 9531101227/8 (Extension 111) E-mail: udayan.das@iggl.co.in

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-tendering, the following documents in addition to uploading in the bid on the e-tendering website 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 Bid Data Sheet(BDS):-
 - i) EMD/Bid Security (if applicable)
 - ii) Power of Attorney
- 5.0 In case of Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.
- 6.0 Bidder(s) are advised to quote 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 regularly to keep themselves updated.
- 10.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 11.0 System generated Request for Quotation (RFQ), if any, shall also form an integral part of the Tender Document.
- 12.0 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 : Indranil Neog
Designation : DGM(C&P)
E-mail ID : indranil.neog@iggl.co.in
Contact No. : 9531101227/8 (Extension 121)

PHYSICAL DOCUMENTS OF TENDER

Bid Document No.: IGGL/GHY/C&P/HR/S&P MP/09-20 (E-TENDER NO. IGGL-100008)

Description : HIRING OF AGENCIES FOR PROVIDING SUPPORT & PERIPHERAL SERVICES MANPOWER ON CONTRACTUAL BASIS FOR 1(ONE) YEAR

Due Date& Time : 30.09.2020 at 14:00 hrs.

From: To:

.....	DGM (C&P) IGGL, 5th Floor, Central Mall, Guwahati-781005 PHONE: :9531101227/8 (Extension 121)
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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) & EVALUATION METHODOLOGY

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

1.1 Technical Criteria

Bidder must have experience in providing services of manpower for offices / plants or Installations to facilitate O&M or Project / other activities in previous 07 (Seven) years, to be reckoned from bid due date. Bidder must have executed a single work / services as above having minimum order value of **Rs 20.38 Lakhs** including taxes & duties.

1.2 FINANCIAL CRITERIA:

1.2.1 Annual Turnover:

The minimum annual turnover of **Rs 20.38 Lakhs** achieved by the bidder, as per the audited financial results in any one of the three preceding financial years.

1.2.2 Net Worth:

Net Worth of the Bidder should be positive as per the last audited financial statement.

1.2.3 Working Capital:

The bidder should have minimum working capital of **Rs 4.07 Lakh** as per the last audited financial statement.

Note: If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores (or equivalent in USD), confirming the availability of line of credit for working capital amount mentioned herein above.

i) **Annual Turnover:** 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 bidder has an option to submit the audited financial results of the 3 years immediately prior to that. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years. However, in case bidder is meeting the Annual Turnover criteria of BEC based on Audited Financial Statement of any one of the preceding 3 financial years, the same shall suffice.

ii) **Net Worth/Working Capital:** 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 as last financial year for Net worth/ Working Capital calculation. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, Bidder has to compulsorily submit the audited financial results for the immediately preceding financial year.

1.3 In case the bidder has an experience as a consortium member and such member has executed earlier a job within its scope as a member of the consortium, which is required as experience as per

qualification criteria in clause 1.1 of BEC, will be considered. Appropriate documentary evidence to establish is to be submitted towards such experience.

1.4 A job executed by a bidder for its own Plant/Projects will not be considered as experience for the purpose of meeting 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 tax in support of the job executed for Subsidiary/ Fellow Subsidiary / Holding Company. Such bidders to submit these documents in addition to the documents specified in the Bid Document to meet BEC.

1.5 Bidder shall not be affiliated with a firm or entity, (i) that has provided consulting services related to works to employer during preparatory stages of works or of the period of which the work form a part, or (ii) that has been hired (or proposed to be hired) by the employer as Engineer / Consultant for the Contract.

1.6 Documents/Documentary Evidence required to be provided by participating bidder along with the un-priced bid to qualify/ meet the requirements of BEC:

BEC Clause no.	Description	Documents required for qualification
1.1	Documents Required-Technical Criteria	
1.1 & 1.3	Technical criteria	(a) Detailed work order along with Schedule of Rates. (b) Completion certificate / Execution certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) Note: The completion/execution certificates shall have details like work order no. / date, brief scope of work, completion date etc.
1.4	Experience criteria in case of single bidder, having experience of a consortium member	(a) Detailed work order along with Schedule of Rates. (b) Completion certificate / Execution certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate)

		<p>(c) Consortium Agreement / MOU clearly defining the scope and responsibility.</p> <p>Note: The completion/execution certificates shall have details like work order no. / date, brief scope of work, completion date etc.</p>
1.2	Documents Required-Financial Criteria	
1.2.1	Annual Turn-over	Bidder(s) shall submit copy of Audited Annual Financial Statement [including Auditor’s Report, Balance Sheets, Profit and Loss Accounts statements, Notes & schedules etc.] of three (3) preceding Financial Year(s) along with un-price bid.
1.2.2	Net Worth	Bidder(s) shall submit copy of Audited Annual Financial Statement [including Auditor’s Report, Balance Sheets, Profit and Loss Accounts statements, Notes & schedules etc.] of three (3) preceding Financial Year(s) along with un-price bid.
1.2.3	Working Capital	<p>Bidder(s) shall submit copy of Audited Annual Financial Statement [including Auditor’s Report, Balance Sheets, Profit and Loss Accounts statements, Notes & schedules etc.] of three (3) preceding Financial Year(s) along with un-price bid.</p> <p>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</p>

		capital amount mentioned in Table B. iii. above. The line of credit letter from bank to be submitted strictly as per format at F-15.
	General	
1.4	Jobs executed for Subsidiary / Fellow subsidiary/ Holding company	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary /Holding company and documents as above.
1.5	Bidder shall not be affiliated with a firm or entity, (i) that has provided consulting services related to works to employer during preparatory stages of works or of the period of which the work form a part, or (ii) that has been hired (or proposed to be hired) by the employer as Engineer / Consultant for the contract.	Undertaking from bidder.

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

1.8 In support of financial criteria of Bid Evaluation criteria (BEC) bidder Shall submit “Details of Financial capability of bidder” in prescribed format [Format of Tender] duly signed & stamped by a chartered accountant. Further, a copy of Audited Annual Financial Statements submitted in bid shall be duly certified / attested by notary public with legible stamp.

1.9 In absence of requisite documents, Indradhanush Gas Grid Limited reserve the right to reject the bid without making any reference to the bidder.

1.10 The bidders who are on Holiday / Banned list of Indradhanush Gas Grid Limited or its PMC’s or blacklisted / banned by any Government Department / Public Sector as on the due date of submission of bid or during the process of evaluation of bids, the offers of such bidders shall not be considered for opening / evaluation / award. If the Bid Documents were issued inadvertently or downloaded

from website, offers submitted by such bidders shall also be not considered for opening/evaluation/award.

1.11 Bids from Consortium / Joint Venture shall not be accepted.

(B) EVALUATION METHODOLOGY:

(1) The priced bids of techno-commercially acceptable bidders shall be opened and shall be considered for evaluation.

(2) The "Schedule of Rates" quoted shall be evaluated separately and shall be finalized on least cost to owner.

(3) Evaluation of Bid shall be done on lowest quote basis i.e. % age (Percentage) Service Charge quoted by the bidder. In case if more than one bidder quotes same / equal service charge, then order shall be placed on the bidder having highest turnover in the last audited Financial Year.

(4) Any uncalled-for lump sum / percentage or ad-hoc reduction / increase in prices, offered by the bidders after opening of the bid, shall not be considered.

(5) If the Service Charge percent is not filled up in the Schedule of Prices and is not as per the requirements of the Bidding Documents, the same shall be omitted from evaluation.

SECTION-III

INSTRUCTION TO BIDDERS

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

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 documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tender, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS:

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

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

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

It shall be the sole responsibility of the bidder to inform IGGL in case the bidder is put on 'Holiday' by IGGL or Public Sector Project Management Consultant (like EIL, Mecon. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to

misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

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

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

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

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

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

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

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

2.7 Power of Attorney:

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

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

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

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

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

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

3. BIDS FROM "JOINT VENTURE"/"CONSORTIUM": NOT ALLOWED (FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS))

3.1 VOID.

3.2 VOID.

3.3 VOID.

3.4 VOID.

3.5 VOID.

4. ONE BID PER BIDDER:

4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process. 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 Alternative Bids shall not be considered.

5. COST OF BIDDING:

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

6. SITE VISIT:

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

6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be

responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

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

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

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

- Section-I: Invitation for Bid [IFB]
- Section-II: BID EVALUATION CRITERIA [BEC] & Evaluation methodology
- Section-III: Instructions to Bidders [ITB]
- 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.

- 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/ fax.

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

9. AMENDMENT OF BIDDING DOCUMENTS:

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

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and IGGL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in 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 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) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents, as required in 'Form F-3'
- (e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- (f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- (g) 'No Deviation Confirmation', as per 'Form F-6'
- (h) 'Bidder's Declaration regarding Bankruptcy', in 'Form F-7'
- (i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
- (j) 'Agreed Terms and Conditions', as per 'Form F-10'
- (k) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-11'
- (l) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (m) Undertaking on the Letter head, as per the Form F-12.
- (n) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (o) EMD in original as per Clause 16 of ITB
- (p) All forms and Formats including Annexures
- (q) List of consortium/ JV member (s), if any, and Consortium Agreement (as per format) clearly defining their involvement & responsibility in this work, wherever applicable as specified elsewhere in the IFB/RFQ/BEC.
- (r) 'Indemnity Bond' as per 'SCC' of tender
- (s) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (t) Additional document specified in Bidding Data Sheet (BDS).
- (u) 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.

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.
- 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.
- vi) 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.

11.2 In case the bids are invited under e-tendering system, bidders are requested to refer instructions for participating in E-Tendering enclosed herewith as Annexure-III and the ready reckoner for bidders available in <https://etenders.gov.in>. Bids submitted manually shall be rejected, the bids 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, copy of Power of Attorney should be uploaded along with the bid.

Further, Bidders must submit the original "EMD, 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 7 days from the date of un-priced bid opening.

Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid

will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

11.2.2 PART-II: PRICE BID

The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 hereinabove and to 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.

10.3.3 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 be deemed to be inclusive of cost incurred for such activity.

12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.

12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of

documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.

- 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 Further, Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

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

- 13.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Supplier of Goods /Services (Service Provider) providing taxable service shall issue an 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 Supplier of Goods / Services (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 equivalent Central Government agency/ State Government agency brings to the notice of IGGL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from IGGL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of IGGL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.
- 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 Supplier of Goods / Services (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 applicable **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to IGGL's account.

Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Due Date.

13.5 Where the 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 Supplier of Goods / Services (Service Provider) at actuals against submission of 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 **GST (CGST & SGST/UTGST or IGST)** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

13.6 Where the 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 Supplier of Goods / Services (Service Provider) at actuals against submission of 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 applicable **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.

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

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

- 13.9** Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable IGGL to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

If input tax credit with respect to **GST (CGST & SGST/UTGST or IGST)** is not available to IGGL for any reason which is not attributable to IGGL, then IGGL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such **GST (CGST & SGST/UTGST or IGST UTGST)** thereupon together with all penalties and interest if any, against any amounts paid or payable by IGGL to Supplier of Goods / Services.

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

- 13.13** GST as quoted by the bidder, 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 rates, for releasing the order, the following methodology will be followed:

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

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

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

13.15 As per rule 138 of CGST rules, e-way bill is to be generated by a person who causes the movement of goods. Effective from 1st Feb.2018, for all the supplies on FOR/FOT basis, Suppliers/vendors are required to prepare e-way bill.

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

16. **EARNEST MONEY DEPOSIT:**

16.1 Bid must be accompanied with earnest money (**i.e Earnest Money Deposit (EMD)** also known as **Bid Security**) in the form of '**Demand Draft**' / '**Banker's Cheque**' [in favour of IGGL payable at place mentioned in **BDS**] or '**Bank Guarantee**' or '**Letter of Credit**' strictly as per the format given in form F 4/ F- 4A (as the case may be) of the **Tender Document**. Bidder shall ensure

that EMD submitted in the form of '**Bank Guarantee**' or '**Letter of Credit**' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of '**Demand Draft**' or '**Banker's Cheque**' should be valid for three months.

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

- 16.2 The EMD is required to protect IGGL against the risk of Bidder's conduct, which would warrant the forfeiture of EMD, pursuant to **clause-16.7 of ITB**.
- 16.3 IGGL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead.
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by IGGL as non-responsive.
- 16.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
 - (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:

- (i) to acknowledge receipt of the “Notification of Award” / Fax of Acceptance[FOA]”,
- (ii) to furnish “Contract Performance Security / Security Deposit”, in accordance with “ITB: Clause-38”
- (iii) to accept ‘arithmetical corrections’ as per provision of the clause 30 of ITB.

16.8 In case EMD is in the form of ‘Bank Guarantee’ or ‘Letter of Credit’, the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.

16.9 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.

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.

17. PRE-BID MEETING (IF APPLICABLE): NOT APPLICABLE - Refer Invitation For Bid (IFB)

17.1 VOID.

17.2 VOID.

17.3 VOID.

17.4 VOID.

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 initialed by the person or persons signing the Bid.

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

18.3 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB.

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. IGGL reserves the right to raise technical and/or commercial query(s), if required, on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. 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.

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
- (c) Specifications & Scope of Work
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) 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 Suppliers and Contractors electronically, and to facilitate the payments electronically through '**e-banking**'. The successful bidder should give the details of his bank account as per the bank mandate form.

[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.
- 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 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 9 of ITB refers). In which case all rights and obligations of IGGL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on IGGL's website/E-tender website/ communicated to the bidders.

23. LATE BIDS:

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

In case of manual tendering, bids received by IGGL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The EMD of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the bid bond/physical documents has 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 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 & 22 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of withdrawal of bid, the Envelope containing withdrawal letter duly super scribing the envelope as "WITHDRAWAL" and "Tender Document number :...."/ communication regarding withdrawal of bid with "Tender Document number :...."/ must reach concerned dealing official of IGGL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD 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.

- 24.5 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 paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same

job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

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

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.

[E] – BID OPENING AND EVALUATION

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. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.

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

28. CONTACTING THE EMPLOYER:

- 28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating

to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

- 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 in this regard.

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';
- (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 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 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) 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

30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

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.

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

33. COMPENSATION FOR EXTENDED STAY: NOT APPLICABLE [REFER BDS]:-

33.1 In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.

33.2 The bidder is required to specify the rate for ESC on per month basis in the "PRICE PART" of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done of a period of 1/5th of the time schedule or 1 month

whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

34. PURCHASE PREFERENCE:

Purchase preference to Central government public sector Undertaking and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue.

[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 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”.

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 Fax / E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on IGGL and successful Bidder (i.e. Contractor/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".

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', pursuant to "ITB: Clause-16"

37. SIGNING OF AGREEMENT

- 37.1 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.
- 37.2 The successful Bidder/Contractor 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/Contractor] and of 'state' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit.

38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT:

- 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 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).
- 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)** to be reimbursed by the Owner.

Bank Guarantee towards CPS 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 in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately

on its letterhead. This bank guarantee shall be valid for a period as three months beyond the DLP specified in Bid Data Sheet.

- 38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- 38.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.
- 38.5 Further, the bidder can submit CPBG on line through issuing bank to IGGL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number **F.No.7/112/2011-BOA dated 17th July 2012**. In such cases confirmation will not be sought from issuing banker by IGGL.

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

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

39.2 **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 Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in in INDRADHANUSH GAS GRID LIMITED (IGGL)'s "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by IGGL, to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant 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 Vendor/ Supplier / Contractor/ Bidder/Consultant 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

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) Exemption to MSEs from payment of EMD/Bid Security.
- ii) 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 down 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 upto 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%, 5% (20% of 25%) 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 DataSheet), 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 atleast 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 atleast 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 under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following :
- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered

with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.

b) If the MSE is owned by SC/ST Entrepreneurs/ Women Entrepreneur, the bidder shall furnish appropriate documentary evidence in this regard.

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 Centers 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.

40.7 It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. IGGL is already registered on the following TReDS platform:

- M/s Receivable Exchange of India (RXIL), Mumbai
- M/s Mynd Solutions Private Limited (Mynd), New Delhi
- M/s A. TREDIS (Invoicemart), Mumbai

MSME Bidders are requested to kindly register on the TReDS platform. The MSME vendors can avail the TReDS facility, if they want to.

41 AHR ITEMS: (Refer BDS for applicability of this clause)

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.

42 VENDOR PERFORMANCE EVALUATION:

Shall be as stipulated Annexure II to ITB herewith.

43 INCOME TAX & CORPORATE TAX

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

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

43.3 TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

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.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification,

in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement

44. **SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

45.0 **INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)**

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

MoRT&H is expanding the reach of this web-portal by increasing both the product width as well as the product depth. They are working on incorporating 60 plus product categories. The product range will span from large machineries like Earth Movers and Concrete Mixers, to

even the smallest items like road studs. MoRT&H intend to turn it into a portal which services every infrastructure development related need of a modern contractor.

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

46. **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

47. **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.

48. **QUARTERLY CLOSURE OF THE CONTRACT/[FOR APPLICABILITY OF THIS CLAUSE REFER BDS]:-**

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

mechanism of quarterly closure of the contract, under which all the issues related to the contract execution will be monitored on quarterly basis for resolution.

Vendors/Contractors are required to co-operate with EIC for proper implementation of this mechanism for smooth execution of the contract.”

Annexure-I

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 duly appointed Committee by IGGL.
- 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).
- A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common;
 - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
 - (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- A.9 “Investigating Agency” shall mean any department or unit of IGGL investigating into the conduct of Agency/ party and shall include any other agency set up by the Central or state government having power to investigate.

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, during execution of contract, 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.

The concerned order (s)/ contract(s) where corrupt/fraudulent/collusive practices is observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Employer whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning.

After conclusion of process, 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)/ Contract Performance Security (CPS) submitted by agency against such order (s)/ contract (s) shall also be forfeited. 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.

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

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

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

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

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after expiry of Defect liability period (DLP)/ Warranty/Guarantee Period,

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

B.2.2 Period of Banning:

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

S. No.	Description	Period of banning from the date of issuance of Banning order
1	<p>Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process.</p> <p>For example, if an agency confirms not being in holiday/ banning list of PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.</p>	02 years
2 2.1	<p>Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices</p> <p>If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning:</p> <p>(v) Repeated once</p> <p>(vi) Repeated twice or more</p>	<p>03 years</p> <p>7 years (in addition to the period already served)</p> <p>15 years (in addition to the period already served)</p>

3	Indulged in unauthorized disposal of materials provided by IGGL	7 years
4	If act of vendor/ contractor is a threat to the National Security	15 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. If the agency is put on banning list for fraud/

mis-appropriation of facts committed in the same tender /other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder:

D.1 Initiation of Suspension:

Action for suspension business dealing with any agency/(ies) shall be initiated by IGGL when

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

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency. 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. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- 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. Such an appeal shall be preferred within one month from the of receipt of banning order.
- F.2 Appellate Authority of IGGL would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority of IGGL.
- G. Wherever there is contradiction with respect to terms of GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

Annexure-II

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

1.0 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 in Projects and in O&M 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.

2.0 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. 7 Lakhs and above is recommended to be drawn up. 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.

3.0 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

3.1 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 need to be initiated **by Engineer-in-charge/Project-in-charge:**

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

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

A) Where Performance rating is “POOR”:

Recommend such defaulting Vendor/ Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality: **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/ Supplier/Contractor/ Consultant or Repeated Offence: **Three Years**

Non performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order, such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”:

Recommend for issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

3.2 FOR CONSULTANCY JOBS:

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

3.3 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 need to be initiated by C&P:

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”

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality :**One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Three Years**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”

Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

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. 7 Lakhs.
- ii) One time Vendor/ Supplier/Contractor/ Consultant.
- iii) Orders for Misc./Administrative items/ Non stock Non valued items.

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

5.0 **REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY:**

- 5.1 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.

6.0 **EFFECT OF HOLIDAY:**

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

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

6.3. Effect on other ongoing tendering:

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

6.3.2 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.

6.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

7.0 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.

8.0 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.

9. 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 formed by IGGL.

10. 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 paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

Further, such bidder will be put on holiday for a period of six months after following the due procedure.

- 11.** In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of IGGL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from IGGL to the government exchequer, then party will be put on holiday for a period of six months after following the due procedure.

Annexure-1

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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

1.3 RELIABILITY PERFORMANCE 20 Marks

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

Annexure-2

**IGGL
PERFORMANCE RATING DATA SHEET
(FOR O&M)**

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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

1.3 RELIABILITY PERFORMANCE 20 Marks

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

Annexure-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-IV

BIDDING DATA SHEET (BDS)

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

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ Tender no is : IGGL/GHY/C&P/HR/S&P MP/09-20				
1.1	The Employer/Owner is: IGGL				
2.1	The name of the Works/Services to be performed is: HIRING OF AGENCIES FOR PROVIDING SUPPORT & PERIPHERAL SERVICES MANPOWER ON CONTRACTUAL BASIS FOR 1(ONE) YEARRAM				
3	<p>BIDS FROM CONSORTIUM/ JOINT VENTURE</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	<p>For clarification purposes only, the communication address is:</p> <p>Attention: Indranil Neog, Deputy General Manager (C &P) Street Address: Indradhanush Gas Grid Limited(IGGL) 5th Floor,Central Mall, G S Road, Christian Basti Guwahati- 781005 Country: INDIA Email: indranil.neog@iggl.co.in</p> <p>2)Name : Mr. Udayan Das, Designation: Chief Manager (C&P) Street Address: Indradhanush Gas Grid Limited(IGGL) 5th Floor,Central Mall, G S Road, Christian Basti Guwahati- 781005 Country: INDIA E-mail: udayan.das@iggl.co.in</p>				
C. PREPARATION OF BIDS					
ITB clause	Description				

12 & 13	Whether IGGL will be able to avail input tax credit in the instant tender <table border="1" data-bbox="456 302 1094 487"> <tr> <td data-bbox="456 302 792 373">YES</td> <td data-bbox="792 302 1094 373"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="456 373 792 487">NO</td> <td data-bbox="792 373 1094 487"><input checked="" type="checkbox"/></td> </tr> </table>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>				
NO	<input checked="" type="checkbox"/>				
14	The currency of the Bid shall be INR				
15	The bid validity period shall be Three (03) Months from final 'Bid Due Date'.				
16.1	In case ' Earnest Money / Bid Security ' is in the form of ' Demand Draft ' or ' Banker's Cheque ', the same should be favor of Indradhanush Gas Grid Limited payable at GUWAHATI .				
D. SUBMISSION AND OPENING OF BIDS					
ITB clause	Description				
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.				
22	The E-Tender No. of this bidding process is: IGGL-100008				
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: Indranil Neog, Deputy General Manager (C &P) Street Address: Indradhanush Gas Grid Limited (IGGL) 5th Floor,Central Mall, G S Road, Christian Basti Guwahati- 781005 Country: INDIA				
26	The bid opening shall take place at: Street Address: Indradhanush Gas Grid Limited(IGGL) 5th Floor,Central Mall, G S Road, Christian Basti Guwahati- 781005 Country: INDIA Date: <u>27.06.2019</u>				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
32	Evaluation Methodology is mentioned in Section-II.				

33	Compensation for Extended Stay: <table border="1" style="margin-left: 20px;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	State of which stamp paper is required for Contract Agreement: _____ASSAM_____				
38	Contract Performance Security/ Security Deposit <table border="1" style="margin-left: 20px;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>10% of Total Order/Contract value</p>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
40	Whether tendered item is non-splitable or not-divisible : <table border="1" style="margin-left: 20px;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>				
NO	<input type="checkbox"/>				
41	Provision of AHR Item : <table border="1" style="margin-left: 20px;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
49	Quarterly Closure of Contract <table border="1" style="margin-left: 20px;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				

Clause no. 27.3 of GCC	Bonus for Early Completion: <table border="1" data-bbox="456 289 1073 436"> <tr> <td data-bbox="456 289 769 359">APPLICABLE</td> <td data-bbox="769 289 1073 359"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="456 359 769 436">NOT APPLICABLE</td> <td data-bbox="769 359 1073 436"><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
50	Applicability of provisions relating to Startups: <table border="1" data-bbox="456 554 1073 716"> <tr> <td data-bbox="456 554 769 638">APPLICABLE</td> <td data-bbox="769 554 1073 638"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="456 638 769 716">NOT APPLICABLE</td> <td data-bbox="769 638 1073 716"><input type="checkbox"/></td> </tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				

SECTION-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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

SECTION-IV

FORMS & FORMAT

LIST OF FORMS & FORMATS

Form No.	Description
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F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-4A	PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITIONS
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F-15	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-17	FORMAT FOR CONSORTIUM/JV AGREEMENT
F-18	BIDDER'S QUERIES FOR PRE BID MEETING
F-19	E-BANKING FORMAT
F-20	FREQUENTLY ASKED QUESTIONS (FAQ)

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/HR/S&P MP/09-20 (E-TENDER NO. IGGL-100008)

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	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	Fax Number:	_____
		(Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	
14	Banker's Name	
15	Branch	
16	Bank account number	
17	PAN No.	[Enclose copy of PAN Card]
18	GST No. (refer sl. no. 8 above)	[Enclose copy of GST Certificate]
19	EPF Registration No.	[Enclose copy of EPF Registration Certificate]

20	ESI code No.	[Enclose copy of relevant document]
21	Whether Micro/Small/Medium Enterprise	(Bidder to submit documents as specified in ITB)
22	Type of Entity	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

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

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

F-2
BID FORM

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/HR/S&P MP/09-20 (E-TENDER NO. IGGL-100008)

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of " _____ including "Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and in conformity with the said Bid Documents, including Addenda / Corrigenda Nos. _____.

We confirm that this Bid is valid for a period as specified in BDS from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" equal to " _____ of the Contract Price" or as mentioned in Tender Document for the due performance within "thirty [30] days" of such Award.

Until a final Agreement/Letter of Award is prepared and executed, the tender document (including addenda/ corrigenda) together with the "Notification of Award" shall constitute a binding Agreement between us.

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intend of the Bidding Documents shall be deemed to be mentioned in Bidding Documents unless otherwise specifically

excluded and we confirm to perform for fulfillment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest priced or any Bid that you may receive.

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

F-3

LIST OF ENCLOSURES

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/HR/S&P MP/09-20 (E-TENDER NO. IGGL-100008)

Dear Sir,

We are enclosing the following documents as part of the bid:

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-16
3. Document showing Financial Situation Information as sought in enclosed format F-16
4. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing

- the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
5. Documentary Evidences showing the Bidder’s claim of meeting Technical Criteria as mentioned in Clause 4 of ITB.
 6. Bid Security/EMD*
 7. Integrity Pact: Not applicable
 8. Power of Attorney*
 9. Duly certified document from chartered engineer and or chartered accountant.

Note:

* In case of e-bidding the bidder has the option to submit specified documents in physical form on/before the bid due date or within 7 (seven) days from the bid due. However, scanned copy of these (same) documents must be submitted on-line as part of e-bid before the bid due date/time.

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

FORMAT F-4
PROFORMA OF "BANK GUARANTEE"
FOR "EARNEST MONEY / BID SECURITY"
 (To be stamped in accordance with the Stamp Act)

Ref..... **Bank Guarantee No.....**
Date.....

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/HR/S&P MP/09-20(E-TENDER NO. IGGL-100008)

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 (India) Ltd., the amount _____ without any reservation, protest, demur and recourse. Any such demand made by IGGL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

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

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

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

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

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. 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-15.1".
 3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
 4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
 5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
 6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.

F-4A
PROFORMA OF "LETTER OF CREDIT"
FOR "EARNEST MONEY / BID SECURITY"

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/HR/S&P MP/09-20(E-TENDER NO. IGGL-100008)

Irrevocable and confirmed Letter of Credit No. Amount: Rs. _____

Validity of this Irrevocable: (in India)
Letter of Credit (2 months beyond validity of Offer)

Dear Sir,

1. You are here by authorized to draw on (Name of Applicant/Bidder with full address) for a sum not exceeding available by your demand letter (draft) on them at sight drawn for Rs. accompanied by a certificate by **Indradhanush Gas Grid**

Limited (IGGL), with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):

- (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to IGGL during the period of bid validity or any extension thereof duly agreed by the Bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/Contract
 - (b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of Bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.
 - (iv) The Bidder defaults w.r.t. any terms & conditions of Tender Document which call for forfeiture of Earnest Money Deposit (EMD).
2. This Irrevocable Letter of Credit has been established towards EMD/Bid Security against Tender No for (Name of Tender Document)
 3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
 4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.
 5. Please obtain reimbursement as under:
 6. All foreign as well as Indian bank charges will be on the account of M/s.
(Applicant/Bidder)

FOR

Authorized Signature
(Original Bank)

Counter Signature

F-5
LETTER OF AUTHORITY

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

Ref:
To,
M/s IGGL

Date:

TENDER NO: IGGL/GHY/C&P/HR/S&P MP/09-20(E-TENDER NO. IGGL-100008)

Dear Sir,

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

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

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

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

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

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy

of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to IGGL.

F-6

"NO DEVIATION" CONFIRMATION

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/HR/S&P MP/09-20 (E-TENDER NO. IGGL-100008)

Dear Sir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-7

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/HR/S&P MP/09-20(E-TENDER NO. IGGL-100008)

Dear Sir,

We hereby confirm that we are not on 'Holiday' by IGGL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our 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.

We also confirm that we 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, we also confirm 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 us.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/HR/S&P MP/09-20(E-TENDER NO. IGGL-100008)

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for “ _____ ”, the following Certificate shall be automatically enforceable:

"We agree and acknowledge that the Employer is entering into the 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 Agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the 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."

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-9
PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s IGGL

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 5thFLOOR, CENTRAL MALL, G S ROAD, CHRISTIAN BASTI, GUWAHATI, ASSAM (herein after called the "IGGL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify 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. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period/ Guarantee period) _____. 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.

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.

F-10
AGREED TERMS & CONDITIONS

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/HR/S&P MP/09-20(E-TENDER NO. IGGL-100008)

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable GST (CGST & SGST/ UTGST or IGST)	CGST: % Plus SGST/UTGST..... % Total:% Or IGST:..... %
4.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST)	Yes/ No In case of Yes, please specify GST (CGST & SGST/UTGST or IGST) payable by: IGGL:.....% Bidder:.....%
4.2	Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)	
4.3	We hereby confirm that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB	
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Security will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.	
15.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ IGGL or his relative is not a partner.	
16.	All correspondence must be in ENGLISH language only.	
17.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
18.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
19.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-11

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/HR/S&P MP/09-20(E-TENDER NO. IGGL-100008)

Dear Sir,

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

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

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

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

Reasons for non-submission of bid:

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

F-12
UNDERTAKING ON LETTERHEAD

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/HR/S&P MP/09-20(E-TENDER NO. IGGL-100008)

Dear Sir

We hereby confirm that “The contents of this Tender Document No. _____ have not been modified or altered by M/s. (Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by M/s.....(Name of the bidder) shall be liable for rejection”.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-13

BIDDER'S EXPERIENCE

To,
M/s IGGL

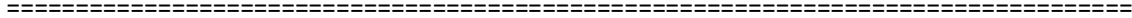
TENDER NO: IGGL/GHY/C&P/HR/S&P MP/09-20(E-TENDER NO. IGGL-100008)

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

Place:
Date:

[Signature of Authorized Signatory of Bidder]

Name:
Designation:
Seal:



F-14
CHECK LIST

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



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bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		X
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings		
vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment as per SCC are enclosed		
Viii	Confirm submission of document alongwith unpriced bid as per bid requirement.		X
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		X
7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		



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

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

F-15

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 RFQ/Tender no. dated for(Name of the supply/work/services/consultancy) and as per the terms of the said RFQ/Tender 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 :
Stamp

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

F-16

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

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

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)	

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***Refer Instructions**

Note: 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]

Name of Audit Firm:

Chartered Accountant/CPA

Date:

Membership No.:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

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 "Sale Value/ Operating Income"
 - b. **Working Capital** shall be "Current Assets less Current liabilities" and
 - c. **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.



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(TO BE INCLUDED ONLY WHERE CONSORTIUM/JV ARE ALLOWED)

F-17

**FORMAT FOR CONSORTIUM/JV AGREEMENT
(ON NON- JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

CONSORTIUM/JV AGREEMENT

This Consortium/JV Agreement executed on this Day of Between M/s, a company incorporated under the law of and having its registered/principal office at..... (herein after called the "Member-I"/ 'Lead Member' which expression shall include its successors, executors and permitted assigns) and M/s, a company incorporated under the laws of, and having its registered/principal office at (herein after called the 'Member – II'/ 'Second Member' which expression shall include its successors, executors and permitted assigns) 'and M/s, a company incorporated under the laws of, and having its registered/principal office at (herein after called the 'Member – III'/ 'Third Member' which expression shall include its successors, executors and permitted assigns), for the purpose of making a bid and entering into a contract (in case of award) in response to bid document no..... for the work of
(Name of Project) of M/s (herein after called the 'Owner').

WHEREAS, the Owner invited bids vide its bid document no. for the work of

AND WHEREAS as per tender documents, Consortium/JV entities will also be considered by the Owner provided they meet the specific requirements in that regard. As a pre-condition of bidding documents, the Consortium/JV bidder shall provide in its bid a Consortium/JV Agreement in an acceptable format in which the Members to the Consortium/JV are jointly and severally liable to the Owner to bind themselves to the bid conditions accept the contract award, if selected and perform all the contractual obligations thereto.

AND WHEREAS the bid is being submitted to the Owner vide our proposal dated based on the Consortium/JV Agreement being these presents and the bid with its bid forms and submission documents, in accordance with the requirement of tender conditions and requirements have been signed by both the Members and submitted to the Owner.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the Members to this Consortium/JV do hereby now agree as follows:

1. We the Members in the Consortium/JV hereby confirm that the name and style of the Consortium/JV shall be Consortium/JV.

2. In consideration of the bid submission by us to the Owner and the award of Contract by the Owner to the Consortium/JV (if selected by the Owner),we the Members to the Consortium/JV, hereby agree that the Member-I (M/s.....) shall act as the lead Member for self, and for and on behalf of Member-II/ Member-III and further declare and confirm that we shall jointly and severally be bound unto the Owner for execution of the contract in

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accordance with the contract terms and shall jointly and severally be liable to the Owner to perform all contractual obligations including technical guarantees. Further, the lead Member is authorized to incur liabilities and receive instructions for and on behalf of any or both Members of the Consortium/JV and the entire execution of the Contract.

3. In case of any breach of the said Contract by any of the Members of the CONSORTIUM/JV, we hereby agree to be fully responsible for the successful execution/performance of the Contract in accordance with the terms of the Contract.
4. Further, if the Owner suffered any loss or damage on account of any breach of the Contract or any shortfall in the completed equipment/plant, meeting the guaranteed performance parameters as per the technical specifications/ contract documents, the Second & Third Member of these presents undertakes to promptly make good such loss or damage caused to the Owner, on the Owner's demand without any demure. It shall neither be necessary nor obligatory on the part of the Owner to proceed against the Lead Member to these presents before proceeding against the Second & Third Member.
5. The financial liability of the Member (s) to this Consortium/JV Agreement, to the Owner with respect to the any or all claims arising out of the performance or non-performance of the Contract shall, however be not limited in any way so as to restrict or limit the liabilities of either of the Member.
6. Division of responsibilities of Scope of work among different Consortium/JV members is as per **APPENDIX I (Responsibility Matrix)** to this Consortium/JV Agreement.
7. It is expressly understood and agreed between the Members to this agreement that the responsibilities and obligations of each of the Members shall be as delineated in '**APPENDIX I**' to this agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of the joint and several responsibilities of the Members under the Contract.
8. This Consortium/JV Agreement shall be governed, construed and interpreted in accordance with Laws of India courts of Guwahati shall have exclusive jurisdiction in all matters arising thereunder.
9. In case of award of contract, we the Member s to this Consortium/JV Agreement do hereby agree that we shall furnish the contract performance guarantee in favour of the Owner from



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a bank acceptable / approved by the Owner for a value as stipulated in the Contract Award and such guarantee shall be in the names of Consortium/JV.

- 10. It is further agreed that this CONSORTIUM/JV Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the Owner discharges the same. It shall be effective date first above mentioned for all purposes and intents.
- 11. In case bid submitted by Joint Venture, the details of equity partnership and assets of the JV shall be attached as a separate annexure to this agreement.
- 12. This agreement remains in force till the end of Defects Liability Period.

IN WITNESS WHEREOF, the Members to this Consortium/JV agreement have, through their respective authorized representatives, have executed these presents and affixed their hands and common seal of their respective companies on the day, month and year first abovementioned.

For M/s. (..... Member
.....)

1. Seal of
M/s. (Signature of authorised Representative)
has been affixed in my/our presence
pursuant to Board Resolution dated Name:
.....
Signature Designation:
Designation

For M/s. (..... Member-II
.....)

1. Seal of
M/s. (Signature of authorised Representative)
has been affixed in my/our presence
pursuant to Board Resolution dated Name:
.....
Signature Designation:
Designation

For M/s. (..... Member-III
.....)

1. Seal of
M/s. (Signature of authorised Representative)
has been affixed in my/our presence
pursuant to Board Resolution dated Name:
.....

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F-18

BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s. IGGL

TENDER NO: IGGL/GHY/C&P/HR/S&P MP/09-20(E –TENDER NO. IGGL-100008)

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 fax and also by e-mail before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____



F-19

E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

I/We hereby authorize IGGL(India) Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the 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-20**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.

All the terms and conditions of Tender remain unaltered.

SECTION-VI

SPECIAL CONDITIONS OF CONTRACT

&

SCOPE OF WORK

SPECIAL CONDITIONS OF CONTRACT (SCC) & SCOPE OF WORK (SOW)**HIRING OF SUPPORT & PERIPHERAL SERVICES MANPOWER****1. GENERAL**

- 1.1 Special conditions of Contract shall be read in Conjunction with the General conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.4 Wherever it is mentioned in the specifications that the Agency shall perform certain work or provide certain facilities, it is understood that the Agency shall do so at its cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.5 The intending Agency shall be deemed to have visited the site and gone through the GCC. Non familiarity with site conditions and unawareness of GCC shall in no way be considered a reason for any extra claim or for not carrying out the work in strict conformity with the drawings, specifications or provisions of contract.
- 1.6 It will be the Agency's responsibility to bring to the notice of Engineer-in-Charge (EIC) any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.
- 1.7 Agency has to co-ordinate and liaison with the concerned Statutory Authority to obtain the necessary No Objection Certificate/ Clearance certificate etc. and submit to IGGL/ Consultant. However, any statutory fees required to be submitted to the Authority shall be reimbursed to the Agency upon approval and submission of proper original receipt/ challan etc., other than statutory fee no other payment shall be made to the Agency on this account.
- 1.8 All the work specifically mentioned in the tender document is under the scope of the Agency. All other works not specifically mentioned but required for successfully execution of the work shall also be performed by the Agency and payment shall be made as per the terms and conditions mentioned elsewhere in this document.
- 1.9 The work executed shall be to the satisfaction of Engineer-in-Charge/ OWNER and contract rates shall include any Incidental and Contingent works charges so as to complete the work in all respect in prompt, efficient and workman like manner.
- 1.10 Except as otherwise hereinafter provided the selection, replacement, and engagement; Contractor shall determine contractor's personnel. Such employees shall be solely of Contractor's employees. Contractor shall ensure that its personnel will be competent and efficient. However, the contractor shall provide details of experience, qualification and other

relevant data of the personnel to be deployed for scrutiny and clearance by the company before the actual deployment. The contractor shall not deploy its personnel unless cleared by the company.

ORDER OF PRECEDENCE

In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:-

- i. Letter of Acceptance along with Statement of Agreed Variations & its enclosures and any corrigendum/addendum.
- ii. Fax/ Letter of Intent/ Fax of Acceptance.
- iii. Schedule of Rates as enclosed to Letter of Acceptance.
- iv. Special/ additional Conditions of Contract.
- v. Specifications, Special notes regarding specifications and Drawings, all three in conjunction with each other.
- vi. General Conditions of Contract.

1.12 DEFINITIONS

- (i) The expression 'Vendor / Agency' shall mean the Agency selected by the employer for the execution of the subject work and shall include the successors and permitted assigns of the Vendor/ Agency.
- (ii) The 'Engineer-in-Charge' shall mean the 'Engineer-in-charge' of IGGL for this work and shall include any person acting as in charge on its behalf.
- (iii) 'Authorized Representative' shall mean any Officer/ Supervisor / Consultant/ Staff of IGGL authorized by the Head of Department.

2. SCOPE OF WORK:

- 2.1.** The services are required to assist IGGL in its Pipeline Projects construction activities in different projects sites anywhere in India. An indicative list of pipeline projects wherein contract personnel will be required to be deployed by the Agency is given at Clause No.1.1 of Scope of Services.
- 2.2.** The services will be provided based on the organizational requirement as assessed and identified from time to time.

2.3. NATURE OF SUPPORT SERVICE:

(i) CATEGORY-A:

Assistant (C&P)/ Personnel Assistant/ Receptionist (Skilled / Clerical Category)

For office related jobs at Guwahati office based on requirement from HR and C&P department.

(ii) CATEGORY-B

Services of Attendant (Unskilled Category)

For office related attendant jobs at Guwahati office.

2.4. QUALIFICATION REQUIRED FOR SUPPORT SERVICES:

Sl No	Description	Qualification Criteria	Experience	Age Limit (Years)	Desirable requirement
1	Assistant (C&P)	Graduate with Typing speed at 30 w.p.m. and Certificate / Diploma of minimum duration of 6 months in Computer Applications (MS Office- Excel, Power Point, Word etc.) in the office environment. The resource should have a command over both written and spoken English.	Nil	30	Should be of energetic and dynamic personality

2	Receptionist	Graduate with Typing speed at 30 w.p.m. and Certificate / Diploma of minimum duration of 6 months in Computer Applications (MS Office- Excel, Power Point, Word etc.) in the office environment. The resource should have a command over both written and spoken English.	Nil	30	Should have a pleasing personality with fluency in both English, Assamese & Hindi.
3	Personal Assistant (PA)	Graduate with Typing speed at 30 w.p.m. and Certificate / Diploma of minimum duration of 6 months in Computer Applications (MS Office- Excel, Power Point, Word etc.) in the office environment. The resource should have a command over both written and spoken English.	Nil	30	Should have a pleasing personality with fluency in both Assamese, Hindi and English & certificate course on Secretarial services.
4	Office Boy	Minimum 10th standard pass.	Nil	30	Knowledge of Hindi & English is desirable.

The deployment of the manpower shall be based on requirement from HR/Finance/C&P Department. The requirement of manpower as received from respective Department will be conveyed to the contractor/agency who in turn will give the list of probable candidates along with complete bio-data (containing Photograph) and certificates to EIC. The suitability of each manpower will be ascertained by IGGL before engagement.

Contractor / Agency have to submit Police Verification report for the support services selected for deployment.

2.5. WORKING HOURS/DAYS:

The working hours shall be normal office working hours applicable in IGGL. Services of manpower will be required on all working days applicable in IGGL; however, manpower can be deputed on holidays & also beyond normal working hours depending on requirement.

2.6. ESTIMATED QUANTITIES ENVISAGED FOR SUPPORT SERVICES:

The estimated man month required shall be as follows:

Sl. No.	Designation	Category	Man Month Requirement
1	Assistant (C&P)	Skilled	12
2	Receptionist	Skilled	12
3	Personal Assistant (PA)	Skilled	48
4	Office Boy	Unskilled	48

2.7. PAYMENT FOR SUPPORT SERVICES:

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

Sl. No	Services	Skilled Category	Unskilled Category
	Payment Structure	Rate Per unit per month	Rate Per unit per month
1.	Monthly Minimum Wages as notified by Central Govt. or State Govt. whichever is higher w.e.f. 01.10.2019	17316	13078
2.	PF contribution including Employee Deposit Linked Insurance (EDLI) & Administrative Charges @ 13% of Minimum Wage per day	2251.08	1700.14

3.	ESI contribution or Insurance under Employee's Compensation Act, 1923 @3.25% of Minimum Wage per day w.e.f. 01.07.2019	562.77	425.04
4.	Bonus @ 8.33%	1442.42	1089.40
5.	Leave Wages@8.33% of Minimum Wage per day as per Factories Act/Rules or Shops & Establishment Act	1442.42	1089.40
	TOTAL WAGES (INR)	23014.69	17381.98

REIMBURSEMENT/ REFUND ON VARIATION IN PRICE:

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

- i) The wages will be revised as and when the upward revision is effected by State Govt./Central Govt. from time to time. Percentage increase in notified minimum wages of State Govt./Central Govt. will be taken as the percentage increase in the existing rate of wages and fixed accordingly.
- ii) The rates increased beyond the wage structure defined above at any time or times after the date of submission of tender, the contractor has to pay increased wages if any.
- iii) The rate per person per day of services will be increased in order to compensate the difference, on submission of duly supported documents by the contractor.
- iv) The contractor shall within 30 days of becoming aware of any revision in minimum wages, inform in writing to IGGL stating that the same is given pursuant to this condition together with all information relating thereto, which he may be in position to supply.

2.7.2. OVERTIME CHARGES:

In addition to the above pay rate (i.e. Fixed consolidated monthly charges as above), each service unit is entitled to Overtime per hour @14% of minimum wage for working beyond 48 hours a week and 9 hours a day.

2.7.3. SERVICE CHARGE:

Service charges to the contractor shall be paid @ as quoted in SOR on gross Payment of Monthly consolidated fixed Pay rate, Overtime charges if payable excluding GST.

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

2.7.5. Replacement / Removal of personnel: The IGGL shall always have the right to ask the

contractor to remove immediately or replace any or all the personnel deployed by him without assigning any reason thereof.

3. **PERIOD OF CONTRACT:**

3.1. **CONTRACT MOBILIZATION PERIOD:**

Contractor shall mobilize the services within 07 days from the date of FOI or date of receipt of intimation for engagement of services from IGGL / EIC.

3.2. **CONTRACT PERIOD:**

Period of the contract shall be for 12 months from the date of engagement of services and shall be extended for further six-month period at the sole discretion of IGGL and the same shall be binding on the contractor for the services mentioned in clause 1.6.

4. **TERMS OF PAYMENT:**

- i) The contractor shall submit the monthly bill in prescribed Format for the current month along with supporting documents (i.e. attendance sheet/absentee statement of service units duly certified by the Competent Authority) to EIC.
- ii) Payment shall be made to the contractor within 30 days from the date of submission of the bill to Engineer-in-charge (EIC) subject to the provision of adjustment of dues and statutory deductions as applicable.
- iii) During the validity of the contract, the contractor shall adhere to the following:

a) **GST REGISTRATION AS APPLICABLE**

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

b) **COMPLIANCE OF PAYMENT TO EACH SERVICE UNIT:**

- (i) Contractor shall make a monthly payment to each service unit latest by the 7th day of every month, as per the **Payment Structure defined above.**
- (ii) Contractor shall make a monthly payment to each service unit through A/C Payee Cheque having local clearing facility or *Bank ECS* and submit a copy of Payment Statement to EIC as a proof of payment for the preceding month.

iv) **PAYING AUTHORITY AND INVOICING DETAIL:**

Bidders are requested to raise **Invoice** in name of authority intimated by IGGL.

i) **TAXES AND DUTIES:**

Contractor shall pay all the taxes such as Corporate tax i.e. Income tax, GST, and any /or any other taxes levied by central / state or any other authorities. However, the company will deduct standard recovery towards income tax from monthly payments.

The quoted rates shall be inclusive of all taxes and duties applicable during the contract period except for GST & Cess thereon and the contractor shall not be eligible for any

compensation on this account till the completion of the contract. Contractor shall be liable for timely payment of all taxes, duties & levies imposed by any Government / Government Dept./ Agency / Body, including local autonomous bodies, from time to time without any extra claim from IGGL. However, GST payable by the Contractor, if any, shall be reimbursed on production of receipt thereof. IGGL shall have no liability on these accounts and Contractor shall indemnify IGGL from any such liability, even if it arises in future.

Income Tax deductions shall be made from all payments to the Contractor as per rules and regulations in force in accordance with the "Income Tax Act" prevailing from time to time. However, Contractor shall be entitled to get the "TDS Certificate" for the amount so deducted in the format prescribed by the Income Tax Department.

GST shall be paid extra as applicable as per amended provisions of GST Act and Rules w.e.f. 01st July 2017. The rate of GST as applicable to this contract is given in the SOR as well as RFQ. The rate should not be changed by the contractor.

If the Bidder is falling under the exempted category, the bidder is requested to confirm the same by way of letter duly signed and notarized along with the supporting documents if any. The bidder shall indicate in the bid, the GST registration number along with a copy of registration certificate, in case the GST registration number is not available, the bidder will give confirmation for obtaining registration with a copy of the application for registration.

The contractor/bidder liable to pay GST for the work/services rendered to IGGL shall specifically mention the GST registration number in their invoices. Further, the amount and rate of GST shall be separately and distinctly specified in the invoice as per rates indicated in the SOR.

For reimbursement of GST, serially numbered invoice/bill shall be issued by the service provider and should also specify the following:

- (i) The name, address and registration number of the service provider.
- (ii) The name and address of the recipient of the taxable service.
- (iii) Description & value of taxable service provided.
- (iv) The GST payable on such services.

In case of statutory variation in GST during the 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 GST /statutory variation in GST, should be raised within (02) months from the date of issue of Government Notification' for payment of differential GST, otherwise claim in respect above shall not be entertained for payment of arrears.

The IGGL will issue the necessary certificate for income tax deduction at the source; however, the contractor has to submit details of their Permanent Account No. (PAN) before the issue of such certificate. However, if the contractor has not been allotted PAN and has applied for the same to Income Tax department / the authorized agency nominated by Income Tax department, the contractor shall submit the copy of the application filed for allotment of PAN No. In absence of any of these documents, no TDS certificate shall be issued by IGGL.

ii) PAYMENT OF FINAL BILL:

The final bill shall be submitted by the CONTRACTOR within one month of the date of physical completion of the WORK, otherwise, the EIC's certificate of the measurement and of the total amount payable for the WORK accordingly shall be final and binding on all parties. Payment of the final bill shall be made to the contractor within 60 days of the submission of the bill and after completion of all obligations under the contract. No Due/ No Claim Certificate (s): The contractor shall submit No Due/ No Claim Certificate (s) for the net payment as finalized in the final bill before the release of payment.

5. DEDUCTION IN THE EVENT OF FAILURE BY THE CONTRACTOR IN PROVIDING MANPOWER / SERVICES NOT ACCEPTABLE

In the event of failure by the Contractor to mobilize the services within mobilization period as specified by IGGL / EIC at the disposal of IGGL or if the services are not acceptable as per the provisions of the Contract, the deduction shall be applicable as per following:

- (i) An amount of Rs. 1000/- per week or part thereof for each category shall be deducted. In addition to this, fixed charges on pro-rata basis shall not be payable for the period for which the services were not provided.
- (ii) To terminate the contract in whole or in part thereof by forfeiting the Security Deposit (SD) as per provisions of the Contract.

6. RECOVERY/PENALTY:

Penalty only to be imposed on account of Non-Performance. Penalty can't be imposed on non-compliance under Statutory Provisions. Only Statutory Authority can impose Penalty.

7. SECURITY DEPOSIT:

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 @ 10 % of the annualized contract value. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft drawn in favor of IGGL or Bank Guarantee in the prescribed Proforma of IGGL. Security Deposit shall be released along with the Final bill.

8. TERMINATION OF CONTRACT:

The contract shall be terminated under the following circumstances:

If the services rendered/ provided to IGGL employees are not found to be satisfactory during this period, the contract shall be terminated by giving one month's notice in writing. IGGL may at any time during the currency of the contract and solely at its discretion terminate the contract by giving one month's notice before the expiry of the full term of 1 year or extended term of the contract.

The rate contract will be for a period of 12 months & IGGL reserves the right to terminate the contract either in part or in full without assigning any reason thereof. Engineer-in-Charge shall in such an event give thirty (30) days' notice in writing to the Contractor of his decision to do so.

Contractor upon receipt of such notice discontinues the work. In the event of such termination, Contractor shall be paid for the actual time performed and service provided till the date specified in the notice.

In case performance of any manpower provided by the bidder is found to be not satisfactory, IGGL shall have discretionary to remove them without assigning any reasons.

9. RESPONSIBILITY OF THE CONTRACTOR AND COMPLIANCE WITH LABOUR/INDUSTRIAL LAWS AS ANNEXED AT ANNEX-A, ANNEX-B, ANNEX-C AND ANNEX-D**10. OTHER COMMERCIAL TERMS & CONDITION:**

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

11. 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.

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

- A. The contractor has to pay following wage components to the persons engaged by him in IGGL:**

Sr. No.	Wage components	RATES
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. Excluded Employees under ESI should be covered under EC Policy.
4.	Bonus	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.	Death Gratuity	Death Gratuity in case of death or permanent disablement during the currency of the contract as per the provision of the Payment of Gratuity Act, 1972 and will be reimbursed to the contractor on submission of copy of proof of disbursement of gratuity to the family members of the deceased contract employee. Nomination form as prescribed under Payment of Wages Act must be kept on record and should be considered for extending benefit.
6.	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 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.

7.	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 / Compensatory off, 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 Estimated value should be @ 14% of Minimum Wages.
8.	Cost of Safety Kit & Liveries in terms of Safety provisions under Factories Act, 1948 (for workers working in factories only).	Contractor has to distribute safety kit and liveries (2 pairs of shirts, trousers, socks and one pair of safety shoes per year as per safety norms of IGGL). The cost will be reimbursed on submission of proof of purchase & distribution.
9.	Maternity Benefit to women contract a worker under Maternity Benefit Act, 1961 where ESI Act, 1948 is not applicable	In case women contract worker who has worked at least 80 days, proceeds on maternity leave, she may continue to be paid wages as mentioned above for 12/16/18 weeks as the case may be in terms of Maternity Benefit Act, 1961. For miscarriage, women worker will be entitled to wages for 6 weeks. In case replacement is taken in her place, a necessary revision may be made in the contract value. In case ESI Act is applicable in the area, such women worker will claim maternity bonus from ESIC.

B. Provisions of Inter-State Migrant Workmen:

Further, for the activities involving Migrant Workers, in addition to aforesaid heads, provision must be made in the contract value under the following heads for the com Migrant Workmen Act, 1979:

Sr. No.	Wage components	Rates
1.	Displacement Allowance	50% of Minimum wages of a month as one- time displacement allowance at the time of recruitment by the contractor in terms of section 14 of Inter-State Migrant Workmen Act,1979.

2.	Journey Allowance	In terms of section 15 of Inter-State Migrant Workmen Act,1979, to & from journey fare equivalent to rail sleeper class as applicable to C & D class of Central Govt. employees for 4 members of the family (Self, spouse, and two children).
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C. Other Compliances under various Labour Laws:

i) The Employees Provident & Miscellaneous Provisions Act 1952:

- a) 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.
- b) The contractor has to ensure compliance with EPF 1952, EPS 1995 & EDLI 1976.
- c) 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.
- d) 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.

ii) The Payment of Wages Act 1936:

- a) Ensure Monthly timely disbursement Wages, avoid illegitimate deductions and of maintained records /returns as prescribed
- b) 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.
- c) 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.
- d) In case the payment/disbursement carried out through net banking, certification be done based on Bank Statement in the same manner.

iii) 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.

iv) The Employees State Insurance Act 1948:

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

v) The Workmen's Compensation Act 1923:

In case the WORKPLACE is out of the notified area under ESIC i.e. ESIC non-implemented area and in case of excluded employees under ESIC (i.e. wages more than Rs. 15,000/-), 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 @ 4.75 % of wages and seek reimbursement from IGGL the EMPLOYER annually extending coverage to all workers.

vi) The Maternity Benefit Act 1948:

In case of any woman employee Eligible for benefit under the ACT, Contractor should abide by the regulation and should not remove her name from muster roll during the period.

vii) 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.

viii) The Inter-State Migrant Workmen (RECS) Act 1979:

All Migrant Workmen should be paid Displacement Allowance and Journey Allowance before commencement and after completion of the work and other benefits as prescribed.

ix) 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.

x) 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.

xi) Provision of Compensatory Off/Overtime Wages:

Compensatory Off/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

xii) Industrial Dispute Act 1947:

The provisions under Industrial Dispute Act 1947 pertaining to Lay-Off should be observed and layoff compensation should be ensured to effected workmen.

xiii) Building and Other Construction Workers (Regulation of Employment and conditions Services) Act 1996:

The provision under Building and Other Construction Workers (Regulation of Employment and conditions of Services) Act 1996 along with Rules 1998 with Cess Act and Rules should be ensured through Contractor exclusively for PROJECT WORK

xiv) Mines Act 1952:

The Provisions under the Mines Act 1952 and Rules 1955/85 must be regulated through the Contractor exclusively for work undertaken by E&P Group.

xv) Contract Labour (R&A) Act, 1970:

- a) 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.
- b) 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.
- c) 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.

- d) 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.

D. Additional Responsibilities of the Contractor:

- i) The 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.
- ii) The 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.
- iii) All personnel deployed by the contractor should be on the rolls of the contractor.
- iv) No contract worker below the age of 18 years shall be deployed on the work.
- v) Engagement of Supervisor by Contractor who will ensure regular and effective supervision and control of the personnel, if any deployed by him and gives suitable direction for undertaking contractual obligations.
- vi) The personnel to be deputed by the contractor shall observe all security, fire and safety rules of IGGL while at the site/work. His Work/Services will be supervised by the supervisors of the contractor. Contractor has to be strictly adhering to guidelines/instruction issued time to time.
- vii) The contractor has to deploy the personnel with no past criminal records. Also, the contractor has to provide police verification for all the persons deployed by him.
- viii) While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc. is violated. The contractor shall indemnify IGGL for any action brought against him for the violation, non-compliance of any act, rules & regulation of center/state / local statutory authorities.
- ix) All existing and to be amended from time to time the safety/fire rules of IGGL are to be strictly adhered to.
- x) Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and Payment of Wages Act 1936.
- xi) Payment of wages to the contract worker must be made through e-banking and duly stamped e-banking wage sheet/bank statement of the bank must be duly certified by the Contractor and EIC. Further, a copy of certified and signed duly stamped e-banking monthly wage sheet/bank statement must be submitted to EIC along with subsequent monthly bill.
- xii) In case of an accident, injury and death caused to the employee of the contractor while executing the Work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured/diseased. Contractor shall indemnify IGGL from such liabilities.
- xiii) The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his employees/persons deployed from a civil govt. doctor.
- xiv) No employees or person of the contractor (including contractor) be allowed to consume

alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the owner / IGGL will terminate the contract immediately and may refer the case to police.

- xv) The contractor hereby agrees to indemnify owner / IGGL and harmless from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against owner/IGGL.
- xvi) The contractor is required to file Half Yearly Return in Form XXIV before concerned ACL (Central), the Licensing Officer within 30 days from the end of Half Year.
- xvii) No employees or person of the contractor shall be able claim permanent employment at any stage through this contract.

CONTRACTORS COMPLIANCE OF GOVERNMENT OF INDIA DIRECTIVES:

i) Payment through Aadhar Payment Bridge and Employment of Aadhar Card Holder:

As per communication received from Ministry of Petroleum and Natural Gas vide letter dated 03.06.2013, Contractors are required to give preference to those employees who either have Aadhar Card or have applied for Aadhar Card or agreed to apply for Aadhar Card to establish their genuineness and payments may be made to them through Net Banking/ Aadhar Payment Bridge to the extent possible.

ii) Labour Identification Number (i.e. LIN) Registration

The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of Inspections & submission of Returns and has also been envisaged as a single point of contact between employer, employee and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in IGGL.

iii) Propagation of Pradhan Mantri Suraksha Bima Yojna amongst contract workers

As per communication received from Ministry of Petroleum and Natural Gas vide letter dated 26.08.2015, Contractors are required to motivate the Casual / Contractual/informal outsourced labours for joining the Scheme of Pradhan Mantri Suraksha Bima Yojna (PMSBY). Upon compliance of this aspect, documentary evidence may be submitted by the contractors to the Principal Employer i.e. IGGL.

POLICE VERIFICATION OF CONTRACT WORKERS:

- a) The Contractor/Agency (including his sub-contractors/Petty Contractors etc.) will undertake police verification in respect of the contract workers engaged by him in IGGL's premise. Such verification will have to be carried out from concerned police station of their permanent

- place of residence/present place of residence.
- b) Further, the Contractor/agency is advised not to deploy any person having past criminal record in the establishment/premises of IGGL under this contract awarded to him.
 - c) In the event of violation of above clauses at (a) and (b), the contractor/agency will be solely responsible for this.
 - d) If any such worker having criminal record is deployed by the Contractor / Agency in the premises of IGGL and has come to the notice of IGGL at any point of time, he will be removed by the Contractor / Agency forthwith, failing which that particular worker of the Contractor/Agency will not be allowed to enter into the premises of IGGL.

ANNEXURE-A

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

j) Immediately after issuance/receiving of Letter of Intent (LOI):

1. Application for issuance of Form –III for obtaining Labour License from Licensing Authority for engaging 20 or more contract workers.
2. Copy of Labour License before the commencement of work if 20 or more contract workers are engaged.
3. List of person along with designation, Employee No., PF account, ESI card No., Insurance coverage No. etc.
4. Copies of Appointment Letters to the Persons to be engaged in IGGL by the contractor.
5. Copies of Employment/Identity Card issued by the Contractor to the Contract Workers to be engaged in IGGL.
6. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
7. 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.
8. Copies of allotment of Provident Fund A/c No. and contribution cards of all the individual contract workers engaged by him.
9. Copy of Employee State Insurance Registration Certificate issued by concerned ESIC (wherever applicable).
10. Copies of return in FORM 3 submitted by the contractor to the ESIC with respect to declaration by contract workers for enrolment with ESIC.
11. Copies of ESI identity/smart Card of persons to be engaged in IGGL
12. 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.

ii) At the time of submission of monthly bills:

1. Monthly bill duly certified by the contractor or his authorized representative
2. Copy of wage register duly certified by the contractor or his authorized representative and EIC of IGGL.
3. 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.
4. 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)”.
5. Copy of 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.
6. 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.
7. 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.

iii) 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.

iv) At the time of closure of contract:

1. 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. Performa Indemnity Bond is enclosed at Annexure-II
2. Copies of Service Certificate in FORM XV issued to the Contract workers
3. Copy of the Wage Register for the last month.
4. 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.

ANNEXURE B

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 kilometers from the workplace.

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

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

1. Muster Roll in FORM-XVIII
2. Register of Workmen in FORM-XIII
3. Wage Register in FORM-XVII
4. Register of Deductions in FORM-XX
5. Register of Overtime in FORM-XXIII
6. Register of Fines in FORM-XVI
7. Register of advances in FORM-XXII
8. Issuance and maintenance of Wage Slip in FORM XIX.
9. Issuance of valid Identity Card by the contractor in FORM XIV.

b) Employee State Insurance Act, 1948:

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

1. Register of employees in FORM-6
2. Accident Book in FORM-11

c) Employees Provident Fund & Miscellaneous Provisions Act, 1952:

1. Monthly return in FORM 5 for employees qualifying for membership of the PF fund.
2. Contribution card in FORM 4
3. Return of contribution card sent to the Commissioner on expiry of the Financial Year in FORM-6.
4. Consolidated annual contribution statement in FORM 6. Copy of same should



also be given to the individual contract worker and EIC every year.

d) 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.

e) 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:

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:

1. The contractor has to obtain No Objection certificate (NOC) from HR Department 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.

Annexure-I

Proforma - "PFD"

Sub: PARTICULARS OF PF/ESI CONTRIBUTION FOR THE MONTH OF...., 20...

(1) Name of the Firm/Agency/Contractor -----Nature of Contract:
Job/Service contract, AMC, O&M, Security, Seasonal

(2) Postal address of the Contractor: -----

(3) Phone No. of the Contractor: -----



(4) Fax No. of the Contractor: -----

(5) Address of PF office from where EPF Code No. has been allotted:

(6) EPF Code No. allotted by PF of ice

(7) Address of ESIC office from where ESI Code No. has been allotted.

(8) ESI Code No. allotted by ESIC office/EC Policy No

(9) Period of Contract: From ----- to -----

(a) Extension Period of Contract, if any from ----- to -----

(b) Place where contract workmen are working

(10) Labour License No. ----- dtd. -----

(11) Validity period of Labour License from ----- to -----

(12) Details of Deposition of contribution towards EPF

(a) EPF Challan No. ----- Amount ----- Date -----

(13) Details of Deposition of contribution towards ESI

(a) ESI Challan No. ----- Amount ----- Date -----

(14) Detail of Contract labour engaged by the contractor

Category	No. of Workers	Prevailing Minimum Wages
Unskilled		



=====

Semi-skilled		
Skilled		
Highly-skilled		
Total		

Annexure-II

INDEMNITY BOND

WHEREAS Indradhanush Gas Grid Limited(hereinafter referred to as “IGGL”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at 5TH FLOOR, CENTRAL MALL, G. S. ROAD, CHRISTIAN BASTI, GUWAHATI-781005, ASSAM has entered into a contract with M/s*..... (hereinafter referred to as the “Contractor”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *..... and on the terms and conditions as set out, inter-alia in the [mention the work order/LOA/Tender No.]and various documents forming part thereof, hereinafter collectively referred to as the ‘CONTRACT’ which expression shall include all amendments, modifications and / or variations thereto.

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

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified IGGL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against IGGL under or in relation to this contract. The Contractor

undertakes to compensate and pay to IGGL and/or any of its employees, Directors including Independent Directors, forth with on demand without any protest the amount claimed by IGGL for itself and for and on behalf of its employees, Directors including Independent Directors together with



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direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with IGGL that:

(i) This Indemnity shall remain valid and irrevocable for all claims of IGGL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which IGGL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.

(ii) This Indemnity shall not be discharged/revoked by any change/modification/amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor's firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of IGGL are settled by the Contractor and/or IGGL discharges the Contractor in writing from this Indemnity.

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

SIGNED BY :

For [Consultant]

Authorized Representative

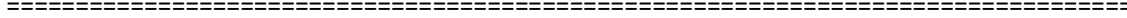
Place:

Dated:

Witnesses:

1.

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SECTION-VII

PRICE SCHEDULE

To be submitted by bidder as an SOR attachment

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PREAMBLE TO SCHEDULE OF RATES (SOR)

1. The schedule of rates shall be read in conjunction with other sections of this Bidding document.
2. The bidder is deemed to have studied the details of services to be provided and also various conditions of contract. Also should have acquainted himself of the conditions prevailing in the region/state.
3. **EVALUATION OF BID SHALL BE DONE ON LOWEST QUOTE BASIS i.e. % (PERCENTAGE) SERVICE CHARGE QUOTED BY THE BIDDER IN SOR. IN CASE IF MORE THAN 01 BIDDER QUOTES SAME/EQUAL SERVICE CHARGES, THEN ORDER SHALL BE PLACED ON THE BIDDER HAVING HIGHEST TURNOVER IN THE LAST AUDITED FINANCIAL YEAR.**

SCHEDULE OF RATES

Sub: HIRING OF SUPPORT & PERIPHERAL SERVICES FOR INDRADHANUSH GAS GRID LIMITED, GUWAHATI

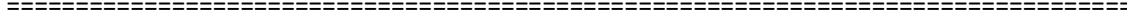
Name of Bidder:

SL. NO	ITEM DESCRIPTION	SERVICE CHARGE RATE IN (%) PERCENTAGE TERMS ONLY UP TO TWO DECIMAL POINT
(1)	(2)	(3)
1	% (Percentage) of <u>SERVICE CHARGES</u> <u>REQUIRED</u> for providing support & peripheral Services as per the scope of tender	In figure Percentage: In Words (percentage):

IMPORTANT NOTE:

1. BIDDER'S TO ENTER THE SERVICE CHARGE IN TERMS OF PERCENTAGE ONLY IN THE BOQ (PRICED BID) IN E-TENDERING PORTAL.
2. Monthly payment is admissible as per clause no. 1.7 of Special Conditions of Contract for execution of the contract.
3. GST shall be reimbursed by IGGL at prevailing rate at actuals on receipt of Invoice only.
4. Service charges quoted by bidder should be more than zero percent and services charges quoted in negative shall lead to rejection of the bid.

NOTE: SERVICE CHARGE (IN %) TO BE ENTERED ONLY IN THE PRICED BID FORMAT/BOQ IN THE E-TENDERING PORTAL



SECTION-VIII

ATTACHMENTS



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ATTACHMENT - I

PROFORMA FOR CONTRACT AGREEMENT

LOI. No.: IGGL/

Dated: _____

Contract Agreement for the work of _____ of Indradhanush Gas Grid Limited (IGGL) made on _____ between (Name and Address) _____, hereinafter called the 'CONTRACT' (which term shall unless excused by or repugnant to the subject or contract 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 PROVIDE 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, Drawing, 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 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 labor 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 local and indepent enquiries and obtain complete information as to the matters and thing referred to, or implied in the tender document or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences 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 mattes incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.

The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contractor, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECICICATIONS, DRAWINGS, PLANS, Time Schedule for completion of jobs, Letter of Award of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT through 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 rate started in the schedule of quantities of the work and finally approved by

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EMPLOYER (hereinafter called "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 EMPLOYEE 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 time 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 as 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 other 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 payment 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 will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

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

The materials including sand gravel, stone, loose, earth, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to



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the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

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

Signed and Delivered for

and on behalf of **IGGL**

M/s IGGL

Date : _____

Place: _____

Signed and Delivered for

and on behalf of

M/s _____

Date : _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

1. _____

2. _____

ATTACHMENT - II

PERFORMANCE EVALUATION

- 1.1 IGGL follows a system of performance evaluation of vendors and contractors to monitor and ensure the timely and smooth completion of supplies, execution of Contracts, and maintenance of quality standards. The basic objective is to recognize and develop reliable vendors and contractors who consistently meet or exceed expectations and requirements of IGGL with respect to timely receipt of supplies, completion of work and services and the quality specifications, standards. Vendors and contractors whose performance is not found satisfactory will be debarred from future business with IGGL.
- 1.2 All the suppliers and contractors working with IGGL will be evaluated based on the parameters defined in the 'Performance Rating Data Sheet' as per enclosed Annexure-1 of this Attachment.

- =====
- 1.3 The evaluated rating may be falling in any of the following category depending upon the scoring of points in various parameters:
- Very good
 - Good
 - Fair
 - Poor
- 1.4 In case, a vendor / contractor is not able to achieve a minimum scoring of 60% points in the given parameters individually and collectively for all parameters i.e. with poor rating shall be put on "holiday" for a period of 1 to 3 years depending upon the nature of failure on their part in performance and such vendors and contractors will not be allowed to participate in business with IGGL for the holiday-period.
- 1.5 The vendors and contractors will be 'blacklisted' for submitting forged documents in respect of experience, turnover and any other requirements forming the basis for pre qualifying / eligibility criteria irrespective of their rating in the past. Such vendors & contractors will be debarred from having business with IGGL in future.

Annexure-1 to Attachment - II

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 / 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 (*)				

Remarks (if any)

Performance Rating ():**

Note:

(*) Allocation of marks would 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 Authorized Signatory with Name & Designation)

INSTRUCTIONS FOR ALLOCATION OF MARKS

Marks are to be allocated as under:

1.1 DELIVERY / COMPLETION PERFORMANCE:

40 MARKS

Delivery Period / Completion Schedule		Delay in Weeks	Marks
a)	Up to 3 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 3 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 pro-rata basis for acceptable quantity as compared to total quantity for normal cases	10 Marks
ii)	When quality failure endangers the system integration and safety of the system.	Failure of severe nature - Moderate nature - Low severe nature	0 Marks 5 Marks 10-25 Marks
iii)	Number of deviations	No deviation No. of deviations ≤ 2 No. of deviations > 2	5 Marks 2 Marks 0 Marks

1.3 RELIABILITY PERFORMANCE:

20 MARKS

A. FOR WORKS / CONTRACTS:

i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 Marks
ii)	Mobilization of resources as per Contract and in time	4 Marks
iii)	Liquidation of Checklist points	4 Marks
iv)	Compliance to statutory and HS & E requirements Or, Reliability of Estimates / Design / Drawing, etc. in case of Consultancy jobs	4 Marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	3 Marks

B. FOR SUPPLIES

i)	Submission of order acceptance, PBG, Drawing and other documents within time	5 Marks
ii)	Attending complaints and requests for after sales service / warranty repairs and/or query / advice (up to the evaluation period)	5 Marks
iii)	Response to various correspondence and conformance to standards like ISO	5 Marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 Marks

ATTACHMENT - III

BRIEF SUMMARY OF AGREED TERMS AND CONDITIONS

Bidder's Name: M/s.

TENDER NO: IGGL/GHY/C&P/HR/S&P MP/09-20 (E-TENDER NO. IGGL-100008)

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This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid failing which the Offer / Bid will not be considered for evaluation. Clauses confirmed hereunder should not be repeated in the Bid.

Sl.	Description	Bidder's Confirmation
1.	It is noted that deviations to terms & conditions shall lead to rejection of offer, as specified in the Bid Document.	
2.	Ensure and confirm that prices quoted in Price Schedules / Schedule of Rates (SOR), are for complete scope of work as defined in the Bid Document.	
2.1	Confirm Price Schedule / Schedule of Rates (SOR) is submitted duly filled & signed in Priced Bid.	
2.2	Confirm Un-priced (i.e. with prices blanked out) part of Sl. 2.1 above submitted in original & each copy of Un-priced bid.	
3.	Confirm that the offer shall remain valid for acceptance up to four (04) months from final Bid Due Date / Date of Opening of Bids.	
4.	Confirm that quoted prices shall remain firm, fixed and valid until completion of the contract performance.	
5.	Please confirm the quoted prices are in Indian Rupees / US\$ / Home Currency of the bidder.	
5.1	Currency of Quote is:	
6.	Confirm acceptance of Completion Period as per requirement specified in Bid Document (to be reckoned from date of Fax of Intent).	
7.	Confirm complete technical literatures / catalogues and Users reference list submitted along with offer.	
8.	Confirm acceptance of Price Reduction Schedule (PRS) for delay in completion beyond contractually agreed completion schedule as specified in the Bid Document.	
9.	Confirm that in case of delay in completion beyond contractual completion date, the invoice shall be submitted for the amount duly reduced to the extent of PRS.	

10.	Confirm in case of delay in completion beyond contractual completion date, any new or additional taxes and duties imposed shall be to Consultant's account.	
11.	Confirm acceptance of relevant terms of payment, as specified in the Bid Document.	
12.	Confirm acceptance in toto of the terms & conditions contained in:	
(a)	(i) Instructions to Bidders (ITB)	
	(ii) General Conditions of Contract (GCC)	
	(iii) Special Conditions of Contract (SCC)	
	(iv) Scope of Consultancy Services & Schedule of Rates	
	(v) All other commercial documents / attachments of Bid Document	
(b)	All the terms & conditions have been indicated in this format (including annexure, if any) and have not been repeated in the bid elsewhere. It is noted that terms & conditions indicated elsewhere including any printed terms & conditions, shall not be considered by Owner.	
13.	The bidder is required to state whether any of the Directors of bidder is a relative of any Director of Owner or the Bidder is a firm in which any Director of Owner or his relative is a partner or the Bidder is a private company in which any Director of Owner is a member or Director.	
14.	All correspondence must be in English Language only.	
15.	Indicate Name & Contact No. (Telephone / Fax No.) of person(s) to whom queries, if any, are to be addressed against your bid.	
16.	Owner reserves the right to make any change in the terms & conditions of the Bid Document and to reject any or all bids including those received late or incomplete.	
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

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(Signature of authorized signatory)

Name: _____

Date:

Designation:

Place:

Seal:

ATTACHMENT - IV

ENTERPRISE'S INFORMATION W.R.T. THE MICRO, SMALL AND MEDIUM

ENTERPRISES DEVELOPMENT ACT, 2006

Bidder may be aware that a new Act "Micro, Small and Medium Enterprises Development Act 2006 (MSMED)" has come into force from 2nd October 2006, which has repeated the provisions of the old Act regarding Small Scale Industrial undertakings.

As per the MSMED Act 2006, enterprises engaged in the manufacture / production of goods or rendering / providing of services are to be classified into Micro, Small and Medium Enterprises based on the investment in plant and machinery / equipment.

The term 'Enterprises' stated in the above paragraph includes Proprietorship, Hindu undivided family, Association of persons, Cooperative Society, Partnership firms, undertaking or any other legal entity.

For ready reference, the definitions of Micro, Small and Medium Enterprises are given below:

Classification of Enterprises engaged in:

(a) Manufacture or production of goods pertaining to any industry specified in the First Schedule to the "Industries (Development and Regulation) Act 1951" as:

Nature of Enterprise	Investment in Plant & Machinery (#)
Micro	Does not exceed INR 25 Lacs
Small	More than INR 25 Lacs but does not exceed INR 5 Crores

Medium	More than INR 5 Crores but does not exceed INR 10 Crores
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(b) Providing or rendering services:

Nature of Enterprise	Investment in Equipment
Micro	Does not exceed INR 10 Lacs
Small	More than INR 10 Lacs but does not exceed INR 2 Crores
Medium	More than INR 2 Crores but does not exceed INR 5 Crores

(#) In calculating the investment in plant & machinery, the cost of pollution control, research and development, industrial safety devices and such other items as may be specified will be excluded.

(I) Based on the investment criterion mentioned above, Bidder to confirm whether their enterprise is a Micro / Small / Medium Enterprise as follows:

"We (Bidder) confirm that we are a Micro / Small / Medium Enterprise under the MSMED Act 2006."

(Please strike off whichever status is not applicable)

Please note that if Bidder does not provide the above confirmation in Bid Document, it will be presumed that they do not qualify as a Micro or Small or Medium Enterprise under the MSMED Act 2006.

(II) Further, with respect to Micro and Small Enterprises, the MSMED Act 2006 defines the term 'supplier' as an enterprise which has filed a memorandum with the authority specified by the respective State Government.

If the Bidder is a micro / small enterprise and have filed a memorandum with the specified authority, please confirm the following:

"We (Bidder) are a supplier within the definition of section 2(n) of the MSMED Act _____ (Yes / No)."

=====

If the response to above is "Yes", Bidder to provide Purchaser a copy of the 'Entrepreneurs Memorandum (EM)' filed with the authority specified by the respective State Government.

If the confirmation is not furnished in Bid Document, it will be presumed that Bidder is not a Supplier under the MSMED Act 2006. Further if the Bidder does not provide the evidence in terms of the EM, Bidder will not be considered as a Supplier.