



**Indradhanush Gas Grid Limited**

**TENDER NO.: IGGL/GHY/C&P/F&A/CRA/11-20  
(E -TENDER NO: IGGL-100016)**

**DOMESTIC COMPETITIVE BIDDING THROUGH LIMITED 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](https://etenders.gov.in)***

**INVITATION FOR BID (IFB)**

**Ref No: IGGL/GHY/C&P/F&A/CRA/11-20**

**Date: 10.11.2020**

To,

**SUB: APPOINTMENT OF EXTERNAL CREDIT RATING AGENCY**

**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 enlisted bidders for the subject job/works, in complete accordance with the following details and enclosed Tender Documents.
- 2.0 The brief details of the tender are as under:

<b>(A)</b>	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	<b>APPOINTMENT OF EXTERNAL CREDIT RATING AGENCY</b>				
<b>(B)</b>	TENDER NO. & DATE	<b>IGGL/GHY/C&amp;P/F&amp;A/CRA/11-20 (E - Tender No. IGGL-100016)</b>				
<b>(C)</b>	TYPE OF BIDDING SYSTEM	<table border="1" data-bbox="748 667 1206 900"> <tr> <td data-bbox="748 667 972 783">SINGLE BID SYSTEM</td> <td data-bbox="977 667 1206 783"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="748 789 972 900">TWO BID SYSTEM</td> <td data-bbox="977 789 1206 900"><input checked="" type="checkbox"/></td> </tr> </table>	SINGLE BID SYSTEM	<input type="checkbox"/>	TWO BID SYSTEM	<input checked="" type="checkbox"/>
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<b>(D)</b>	TYPE OF TENDER	<table border="1" data-bbox="743 957 1255 1140"> <tr> <td data-bbox="743 957 980 1041">E-TENDER</td> <td data-bbox="985 957 1255 1041"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="743 1047 980 1140">MANUAL</td> <td data-bbox="985 1047 1255 1140"><input type="checkbox"/></td> </tr> </table> <p data-bbox="716 1171 1081 1205">E-TENDER NO: IGGL-100016</p>	E-TENDER	<input checked="" type="checkbox"/>	MANUAL	<input type="checkbox"/>
E-TENDER	<input checked="" type="checkbox"/>					
MANUAL	<input type="checkbox"/>					
<b>(E)</b>	COMPLETION/CONTRACT PERIOD	As mentioned in bid document				
<b>(F)</b>	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<table border="1" data-bbox="716 1314 1206 1486"> <tr> <td data-bbox="716 1314 980 1402">APPLICABLE</td> <td data-bbox="985 1314 1206 1402"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="716 1409 980 1486">NOT APPLICABLE</td> <td data-bbox="985 1409 1206 1486"><input checked="" type="checkbox"/></td> </tr> </table> <p data-bbox="716 1507 1057 1541">(Refer clause no.16 of ITB)</p>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>					
NOT APPLICABLE	<input checked="" type="checkbox"/>					
<b>(G)</b>	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From: 10.11.2020 to 17.11.2020 up to 13:00 Hrs, IST) on following websites: IGGL Website – <a href="https://iggl.co.in/">https://iggl.co.in/</a> <a href="https://etenders.gov.in">Govt. CPP Portal - https://etenders.gov.in</a>				
<b>(H)</b>	DATE, TIME & VENUE OF PRE-BID MEETING	NOT APPLICABLE				
<b>(I)</b>	DUE DATE & TIME OF BID-SUBMISSION	Date : 17.11.2020 Time : 14:00 HRS.				

(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 18.11.2020 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: <a href="mailto:indranil.neog@iggl.co.in">indranil.neog@iggl.co.in</a> 2) Name: Mr. Udayan Das, Designation: Chief Manager (C&P) Phone No.: 9531101227/8 (Extension 111) E-mail: <a href="mailto:udayan.das@iggl.co.in">udayan.das@iggl.co.in</a>

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

- 3.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 4.0 Enlisted Bidder 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.
- 5.0 Bid(s) received from enlisted bidders to whom tender/information regarding this Tender Document has been issued 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.
- 6.0 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](mailto:indranil.neog@iggl.co.in)  
Contact No. : 9531101227/8 (Extension 121)

**Request for Proposal for Appointment of Credit Rating Agency for IGGL's Credit Rating of Rs. 2594.34 crores**

**1. Background**

- i. **Indradhanush Gas Grid Ltd. (IGGL)** is implementing 1,656 Km Natural Gas Pipeline Grid connecting eight North Eastern States.
- ii. The estimated Project Cost of NEGG Project of Rs. 9,265 Crore is proposed to be funded through Capital Grant from Govt. of India of Rs. 5,559 Crore, Debt of Rs. 2,594 Crore and Equity of Rs. 1,112 Crore.
- iii. The Company has appointed SBI Capital Markets Limited for Debt Syndication of term loan of Rs. 2,594 Crore and SBICAP has started the process.

**2. Need for External Credit Rating**

- i. External Credit Rating (ECR) of the Loan Facility is required in the process of financial closure and as per one of the terms & conditions of the Term Loan. Further, Credit Rating is required to be obtained prior to processing of the Loan proposal by the Lenders in order to get competitive pricing of Interest rate and wider participation of Lenders in the RTL Facility.
- ii. As the Debt tie-up process has already started and credit rating would be required by lenders for processing the loan proposal, the process to appoint Credit Rating Agency (CRA) should be started immediately so that rating can be obtained in time.

**3. Rating Procedure**

- i. The External Credit Rating for the Loan Facility is carried out by Credit Rating Agency which is valid for one year and then on an annual basis, the Rating is reviewed by the CRA.
- ii. CRA would be carrying out the rating exercise on the basis of the Term Sheet for the Loan Facility and Financial Projections prepared by SBICAP and support to the Project from Promoters, Capital Grant etc.

**4. General Instructions for Bidding**

- i. IGGL invites Proposal under Single stage single Bid System from interested, experienced and established Credit Rating Agencies for credit rating of loan facility amounting to Rs. 2,594.34 crores (Fund based and Non-fund based) which will be required in the coming years.
- ii. IGGL is contemplating to award the job of domestic credit rating for loan facility to experienced and established Credit Rating Agency. Parties who wish to be appointed as Credit Rating Agency for above loan facilities may submit their bids / proposals to IGGL. Necessary information regarding the tender is enclosed.
- iii. IGGL will appoint one Credit Rating Agency (CRA) to take care of the rating of entire loan facility amounting to Rs.2,594.34 crores (Fund based and Non-fund based).

- iv. CRA would assign rating for the entire facility amount to be tied-up by IGGL. In case there is any increase/decrease in facility amount during the contract period, the fees shall be revised on pro-rata basis as per rate quoted by the Bidder.
- v. In case IGGL gives an advance notice to the Rating Agency for withdrawal of rating of any facility (subject to compliance of statutory requirements incl. SEBI regulations), then annual surveillance fee will not be payable for the subsequent period(s) for rating of that facility.
- vi. The bidders are requested to submit their financial proposals after filling up the price bid in the attached format.
- vii. The Bids should be valid for a period of 120 days from the date of opening the Priced Bids.
- viii. The Bidder should submit the price bid along with "Letter of Unconditional Acceptance" duly signed by authorized signatories of the bidder as per format enclosed as Annexure-II. Any conditional bid is liable for rejection of the bid.
- ix. IGGL reserves the right to accept or reject any of the proposals received at its sole discretion without assigning any reasons whatsoever and without any financial implication of IGGL. Incomplete proposals and proposal submitted after due date or proposals not submitted in the prescribed formats shall be rejected.
- x. IGGL also reserves the right to cancel the request of proposal/tender without assigning any reasons and without any financial implication on IGGL, what so ever.

## **5. Scope of Work**

- i. The Scope of Work & Deliverables of Credit Rating Agency are as below:
  - a) The credit rating of IGGL for a term loan amount of Rs. 2,594.34 crores to be carried out by the credit rating agency.
  - b) The annual surveillance will be done by the credit rating agency that undertakes the initial rating.
  - c) The awarded mandate for rating the facility can be further extended on mutually terms and conditions between IGGL and the CRA.

## **6. Timelines**

- i. The Agency shall ensure to complete the assigned services within the time period prescribed below from the effective date of contract as under:
  - a) Initial Rating
  - b) The initial rating for the facility is required to be completed within three weeks of award of Mandate and signing of Rating Agreement and providing requisite documents by IGGL.
  - c) Annual Surveillance (post 12 months of Initial Rating)  
The Annual Surveillance for the facility is required to be completed within three weeks after the receipt of complete requisite information/documents.

## **7. Contract Period**

- i. Start of Contract period: LOA Date
- ii. Initial Rating period
- iii. Annual Surveillance period shall be for the entire Tenor of Loan, i.e., 14 years (excl. Initial Rating period).

## **8. Payment Terms**

- i. All CRAs are guided by SEBI guidelines and commercials are needed to be kept at arm's length from rating exercise. In line with this, the payment shall be made to the Credit Rating Agency as per following milestones:
  - a) Initial Rating Fees, payable on signing of Rating Agreement with CRA.
  - b) Annual Surveillance Fees, payable upfront on annual due date.
- ii. In case IGGL gives an advance notice to the Rating Agency for withdrawal of rating of any facility (subject to compliance of statutory requirements incl. SEBI regulations) then annual surveillance fee will not be payable for the subsequent period(s) for rating of that facility.
- iii. In case there is any increase/decrease in the facility amount of Rs.2, 594.34 crores during the contract period, the Annual Surveillance fees shall be revised on pro-rata basis as per rate quoted by the Bidder from the next surveillance cycle.
- iv. The fees would be payable within 15 days from the date of receipt of the tax invoice as per the GST Act and the payments shall be made electronically.
- v. No additional out of pocket expenses would be payable. No expense other than the fees as quoted would be payable by IGGL for the entire scope of work / deliverable.
- vi. Chief Financial Officer, IGGL shall be the payment authority to Credit Rating Agency.

## **9. Salient Features of Tender**

- i. It is proposed to appoint Rating Agency through Bidding method by floating a RFP to the CRA's to bid for Credit Rating of proposed Bank facilities.
  - a) The bidders are requested to submit their financial proposals after filling up the price bid in the required SOR format. (Annexure -I)
  - b) For clarifications received by IGGL within seven days of the issuance of tender, IGGL will issue clarification in writing, only if deemed fit. Any request for clarification received after the stipulated time shall not be considered.
  - c) The bidder is required to submit the following documents duly signed at the time of bid
    - Schedule of Rate (Annexure-I)
    - Letter of acceptance of terms & conditions as enclosed with the tender (Annexure-II)

- d) The fees quoted in SOR shall be firm and fixed till the completion of the assignment and shall be inclusive of all taxes and duties except GST. GST amount and rate applicable to be mentioned separately mentioned in the SOR.
  - e) Any deviation from the terms and conditions may lead to the rejection of the bid. No modification to the SOR is permitted and bidder should quote strictly as per the SOR format provided with Tender.
  - f) The Bids should be valid for a period of 120 days from the date of opening the Bids.
  - g) Bid shall be opened at pre-determined date and time by IGGL.
  - h) IGGL reserves the right to accept or reject any of the proposals received at its sole discretion without assigning any reasons whatsoever and without any financial implication of IGGL.
- ii. **Evaluation Methodology:** Bids would be evaluated on the following methodology:
- a) The evaluation would be based on the financial bid. The bidder who quotes the lowest price (L1 bidder) as per SOR would be awarded job of credit rating.
  - b) L1 bidders would be selected on the basis of the least cost. The least cost will be calculated as sum of all the items of SOR including GST.
  - c) In case two bidders submit the rates in a way that they both emerge L1 as per the evaluation methodology, then the bidder with the highest average annual turnover as per the Audited Financial Statement of the last 3 (Three) preceding financial years will be qualified as L1 bidder and shall be awarded the job of Credit Rating.
- iii. Notification of Award will be intimated to the successful Bidder by IGGL through Letter of Acceptance (LOA).

**10. Dispute Resolution Mechanism:** As per Annexure-III.



**Annexures**

**Annexure-I**

**SCHEDULE OF RATES (SOR)**

<b>Particulars</b>	<b>Qty in Years</b>	<b>UOM</b>	<b>Rate in Rs.</b>	<b>Total Fees in Rs. (in Figures/words)</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5) = (2) * (4)</b>
Initial Rating Fees for Rupee term loan of Rs 2,594.34 crores	1	Lumpsum		
Annual Surveillance Fee after completion of Initial Rating Period for the remaining Tenor of the Term Loan (Fixed at 75% of Initial Rating Fee)	14	Lumpsum		
<b>Sub-Total (A)</b>				
<b>CGST in %</b>				
<b>SGST / UTGST in %</b>				
<b>TOTAL GST OR IGST in %</b>				
<b>GST Amount (B)</b>				
<b>Grand Total (A+B)</b>				

**GST SAC (Service Accounting Code) -**

**(Please give breakup of CGST & SGST/UTGST or IGST)**

**Instruction to bidder:-**

1. Bidder to quote for all items mentioned in SOR and strictly as per above format.
2. Prices must be filled in format for "Schedule of Rates [SOR]" after careful analysis of cost involved for the performance of the completed item considering full scope of the job as mentioned in the Tender.
3. 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 discrepancy amount mentioned in words would be considered for evaluation.

**(Authorized Signatory)**

**(Name and Authorized Signatory)**

**Stamp of the Bidder**

**Annexure-II**

**LETTER OF ACCEPTANCE OF THE TERMS & CONDITION OF IGGL's PROPOSED RATING**

**Date :**

To,

Chief Financial Officer,  
Indradhanush Gas Grid Limited  
5th Floor, Central Mall, GS Road, Christian Basti  
Guwahati, Assam - 781005

Sir,

We .....(Name of the bidder) are hereby giving undertaking that we accept all the terms and conditions with regard to the following aspects for IGGL's proposed Credit Rating programme as stated in the tender document

1. Complete Scope of Work
2. Schedule of Rates
3. Timelines
4. Payment Terms
5. Evaluation Methodology

**(Authorized Signatory)**

**(Name and Designation)**

**Stamp of the Bidder**

## Annexure-III

### **DISPUTE RESOLUTION MECHANISM**

#### **1.0 CONCILIATION**

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

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

#### **2.0 ARBITRATION**

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

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

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

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

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

2.6 List of Excepted matters:

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

c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/IGGL has been made final and binding in terms of the Contract.

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

3. GOVERNING LAW AND JURISDICTION:

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