



**HIRING OF SUPPORT SERVICES FOR CARETAKING & CATERING AT THE
IGGL TRANSIT & BACHELOR ACCOMMODATION AT GUWAHATI AND
CATERING SERVICES (OFFICE LUNCH) AT IGGL OFFICE (GUWAHATI) FOR
A PERIOD OF 02 (TWO) YEARS EXTENDABLE BY 06 (SIX) MONTHS**

**TENDER NO.: IGGL/GHY/C&P/HR/TBA&CS/10-22
(E –TENDER NO: IGGL-100042)**

DOMESTIC COMPETITIVE BIDDING THROUGH OPEN E-TENDERING

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

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

ATTENTION

THIS IS AN ELECTRONIC TENDER

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

=====

TABLE OF CONTENTS

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



SECTION-I
INVITATION FOR BID (IFB)

=====

SECTION-I
"INVITATION FOR BID (IFB)"

Ref No: IGGL/GHY/C&P/HR/TBA&CS/10-22

Date: 22.10.2022

To,

SUB: HIRING OF SUPPORT SERVICES FOR CARETAKING & CATERING AT THE IGGL TRANSIT & BACHELOR ACCOMMODATION AT GUWAHATI AND CATERING SERVICES (OFFICE LUNCH) AT IGGL OFFICE (GUWAHATI) FOR A PERIOD OF 02 (TWO) YEARS EXTENDABLE BY 06 (SIX) MONTHS.

Dear Sir/Madam,

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

| | | | | | | |
|-------------------|--|--|-------------------|-------------------------------------|----------------|-------------------------------------|
| (A) | NAME OF WORK / BRIEF SCOPE OF WORK/JOB | HIRING OF SUPPORT SERVICES FOR CARETAKING & CATERING AT THE IGGL TRANSIT & BACHELOR ACCOMMODATION AT GUWAHATI AND CATERING SERVICES (OFFICE LUNCH) AT IGGL OFFICE (GUWAHATI) FOR A PERIOD OF 02 (TWO) YEARS EXTENDABLE BY 06 (SIX) MONTHS | | | | |
| (B) | TENDER NO. & DATE | IGGL/GHY/C&P/HR/TBA&CS/10-22 (E-Tender No. IGGL-100042) | | | | |
| (C) | TYPE OF BIDDING SYSTEM | <table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">SINGLE BID SYSTEM</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">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="text-align: center;">E-TENDER</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>E-TENDER NO: IGGL-100042</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 | The time period for completion of the job is 02 (Two) years. | | | | |

| | | | |
|------|---|---|-------------------------------------|
| (F) | BID SECURITY / EARNEST MONEY DEPOSIT (EMD) | APPLICABLE | <input checked="" type="checkbox"/> |
| | | NOT APPLICABLE | <input type="checkbox"/> |
| | | EMD amount: Rs.1.77 Lakhs (Refer clause no.16 of ITB) | |
| (F1) | DECLARATION FOR BID SECURITY | MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A | |
| (G) | AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S) | From: 22.10.2022 to 12.11.2022 upto 14:00 Hrs, (IST) on following websites: IGGL Website – https://iggl.co.in/ Govt. CPP Portal - https://etenders.gov.in | |
| (H) | DATE, TIME & VENUE OF PRE-BID MEETING | Date : 29.10.2022 Time : 11:30 HRS Venue: IGGL Office, 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, ASSAM/ONLINE (Refer Clause 17.0 of Instruction to Bidders) | |
| (I) | DUE DATE & TIME OF BID-SUBMISSION | Date : 12.11.2022 Time : 14:00 HRS. | |
| (J) | DATE AND TIME OF UN-PRICED BID OPENING | Date : 14.11.2022 Time : 14:00 HRS | |
| (K) | CONTACT DETAILS OF TENDER DEALING OFFICER | 1) Name: Mr. Kulajit Talukdar Designation: General Manager (C&P) Phone No.: 9531101227/8 (Extension 121) E-mail: kulajit.talukdar@iggl.co.in 2) Name: Mr. Udayan Das, Designation: Deputy General Manager (C&P) Phone No.: 9531101227/8 (Extension 111) E-mail: udayan.das@iggl.co.in 3) Name: Mr. Santanu Bhattacharyya, Designation: Senior Manager (C&P) Phone No.: 9531101227/8 (Extension 113) E-mail: santanu.bhattacharyya@iggl.co.in | |
| (L) | DEALING IGGL'S OFFICE ADDRESS | INDRADHANUSH GAS GRID LIMITED 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam | |

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

- =====
- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 In case of E-Tender, bid must be submitted only on <https://etenders.gov.in>. Further, the following documents in addition to uploading the bid on e-tender portal shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bidding Data Sheet (BDS):
- (i) EMD/Bid Security /Declaration for Bid Security (as applicable)
 - (ii) Power of Attorney
- 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 submit their bid strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 8.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB. The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.
- 9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above-mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated. In case of manual tendering, Clarification(s)/Corrigendum(s), if any, shall be sent to the prospective bidder(s) by email/post.
- 10.0 All the bidders including those who are not willing to submit their bid are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 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 : Kulajit Talukdar
Designation : GM (C&P)
E-mail ID : kulajit.talukdar@iggl.co.in
Contact No. : 9531101227/8 (Extension: 121)

=====

DO NOT OPEN - THIS IS A QUOTATION

Bid Document No.: IGGL/GHY/C&P/HR/TBA&CS/10-22 (E-TENDER NO. IGGL-100042)

Description : **HIRING OF SUPPORT SERVICES FOR CARETAKING & CATERING AT THE IGGL TRANSIT & BACHELOR ACCOMMODATION AT GUWAHATI AND CATERING SERVICES (OFFICE LUNCH) AT IGGL OFFICE (GUWAHATI) FOR A PERIOD OF 02 (TWO) YEARS EXTENDABLE BY 06 (SIX) MONTHS**

Due Date & Time : **12.11.2022 at 14:00 hrs.**

From:

To:

| | |
|-------|---|
| | GM (C&P) |
| | IGGL, 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam |
| | PHONE: :9531101227/8 (Extension: 121) |

{To be pasted on the envelope containing Bid (in case of Manual Tendering)/ Physical documents (in case of e-Tendering)}



SECTION-II

BID EVALUATION CRITERIA (BEC) & BID EVALUATION METHODOLOGY

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

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

1.0 BID EVALUATION CRITERIA (BEC):

1.1 BEC (TECHNICAL)

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

- Single work order value of similar work costing not less than **Rs.22,03,100.25**

***Similar work:** "Experience in providing services of manpower for offices / plants or Installations to facilitate O&M or Project / other activities"

The bidder must submit copies of relevant Work orders, SOR and Job Completion Certificates from the principal indicating final executed value in support of this criterion along with unpriced bid.

Note 1:

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

1.2 BEC (FINANCIAL):

- **Annual Turnover:** The minimum annual turnover achieved by the bidder as per their audited financial results during any one of the preceding three financial years should be **Rs.22,03,100.25**
- **Net Worth:** Net Worth of the Bidder should be positive for the preceding audited financial year.
- **Working Capital:** The minimum working capital of the Bidder for the preceding audited financial year should be **Rs.4,40,620.05**

NOTE 2:

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

Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking

=====

syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder.

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

- (ii) **Annual Turnover:** Preceding 3 financial years mentioned in aforesaid BEC refer to immediate 3 preceding financial years wherever the closing date of the bid is after 30th Sept. of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September of the relevant financial year and audited financial results of the immediate 3 preceding financial years are not available, the audited financial results of the 3 years immediately prior to that will be considered.
- (iii) **Net Worth/Working Capital:** Immediately preceding financial year mentioned in aforesaid BEC refer to audited financial results for the immediately preceding financial year wherever the closing date of the bid is after 30th Sept. of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September of the relevant financial year and audited financial results of the immediately preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered. Bidder is to submit Audited Financial Statement of immediately preceding financial years (as mentioned above) along with format F-10 accordingly for Networth/ Working Capital.

➤ **GENERAL CRITERIA:**

- a) Bids from Consortium / Joint Venture shall not be accepted.
- b) In absence of requisite documents, IGGL reserve the right to reject the bid without making any reference to the bidder.
- c) The bidders who are on Holiday list or in banning list of IGGL or any other departments under Ministry of Petroleum & Natural Gas due to "poor performance" or corrupt and fraudulent practice or blacklisted/banned by any Government Department/Public Sector as on the due date of submission of bid/during the process of evaluation of bids, the offers of such bidders shall not be considered for opening/evaluation/award

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

- a) **BEC (Technical Criteria):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of contract submitted by bidder.
- b) **BEC (Financial Criteria):**
- (i) **For Annual Turnover:**
The average of Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the First date and Last date of the respective Financial Year.
- (ii) **For Net-Worth & Working Capital:**
The Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the Last date of the respective Financial Year.

- c) In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:

<https://www.xe.com/currencyconverter>

<https://economictimes.indiatimes.com/markets/forex/currency-converter>

<https://www.oanda.com/currency/converter>

- 2.0** Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation

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

- Applicable

1.6 DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC

(i) Technical Criteria of BEC:

| DESCRIPTION | DOCUMENTS REQUIRED FOR QUALIFICATION |
|---------------------|---|
| Experience Criteria | <p>(a) Detailed work order along with Schedule of Rates (SOR)</p> <p>(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> <p>Note: The completion/execution certificates shall have details like work order no. / date, brief scope of work, completion date etc.</p> |

(ii) Financial Criteria of BEC:

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

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

=====

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Note:

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

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

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

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

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

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

=====

agency, branch or office controlled by such person, participating in a procurement process.

4. **"Bidder from a country which shares a land border with India"** for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

5. **"Beneficial owner"** for the purpose of above (4) will be as under:
 - i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

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

- =====
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons
7. **SUBMISSION OF CERTIFICATE IN BIDS:**

Bidder shall submit a certificate in this regard as Form-I to Section-II.

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

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

1.11 BID EVALUATION METHODOLOGY:

- i) The priced bids of techno-commercially acceptable bidders shall be opened and considered for further evaluation.
- ii) 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

In case there is a tie at the lowest bid (L1) position between only start up bidders and none of them has past turnover, the order/LoA will be placed on the start-up who is registered earlier with Department of Industrial Promotion and Policy

- iii) 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.
- iv) If the Service Charge percent is either negative or not filled up in the price bid and is not as per the requirements of the bidding documents, the bid shall not be considered for evaluation

Notes:

- A. Work centre/Project is entitled to avail Tax Credit of GST (CGST & SGST/UTGST or IGST) and there is certainty at the time of bid evaluation about the quantum of input tax credit available for the tendered services/ works:

The input credit of GST (CGST & SGST/UTGST or IGST) shall be considered for evaluation of bids

- =====
- B. Work Centre/Project cannot avail/take the credit of GST (CGST & SGST/UTGST or IGST) or there is uncertainty at the time of bid evaluation about the quantum of input tax credit available for the tendered services/ works: The bids will be evaluated based on total price including applicable GST (CGST & SGST/ UTGST or IGST)
 - C. In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid (if applicable as per act/law in vogue). Where IGGL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered during evaluation as per evaluation methodology of tender document.
 - D. In case any cess on GST is applicable same shall also be considered in evaluation.

=====

Form-I to Section II

UNDERTAKING ON LETTERHEAD

To,

M/s Indradhanush Gas Grid Limited (IGGL)

SUB: HIRING OF SUPPORT SERVICES FOR CARETAKING & CATERING AT THE IGGL TRANSIT & BACHELOR ACCOMMODATION AT GUWAHATI AND CATERING SERVICES (OFFICE LUNCH) AT IGGL OFFICE (GUWAHATI) FOR A PERIOD OF 02 (TWO) YEARS EXTENDABLE BY 06 (SIX) MONTHS

TENDER NO: **IGGL/GHY/C&P/HR/TBA&CS/10-22**

Dear Sir

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

- (i) Not from such a country []
- (ii) If from such a country, has been registered []
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

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

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

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

=====

Appendix-A1 to Section II

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

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

Whereas

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

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

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

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

- =====
- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and IGGL.

 - f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by IGGL, however without prejudice to any rights that IGGL might have against the Supporting Company

 - g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severally responsible to IGGL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

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

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

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

Witness:
1)
2)

Witness:
1)
2)

=====

Appendix-A2 to Section II

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

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

FOR

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

TOWARDS

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

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

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

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

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such

=====

other supports as may be required by the Bidder for successful execution of the same.

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

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

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the IGGL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the IGGL and duly perform the obligations of the Bidder to the satisfaction of the IGGL.
2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
3. The Guarantor shall be jointly and severally responsible to IGGL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non-performance under the contract entered between IGGL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of IGGL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by IGGL.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards IGGL.
7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and IGGL under the different contract to be

=====

entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be Guwahati, Assam, India. The language of arbitration shall be English.

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

OR

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

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

(Strike through the clause whichever is not applicable)

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

For & on behalf of (Supporting Company)

M/s _____

Signature _____

Name _____

Designation _____

official seal _____

Witness:

1. Signature _____

Full Name _____

Address _____

2. Signature _____

Full Name _____

Address _____

INSTRUCTIONS FOR FURNISHING GUARANTEE

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

=====

Appendix-A2A to Section II

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

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

The above certificate should be enclosed along with the Guarantee

=====

Appendix-A3 to Section II

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

To,

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

Dear Sir(s),

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

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

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

2. We (name of the bank) _____ registered under the laws of _____

=====

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

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



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

Yours faithfully,

Bank by its Constituted Attorney

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

E-mail :

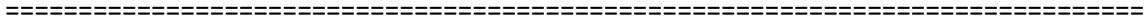
Telephone/Mobile No. :

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Guwahati.

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

| | | | | | | |
|------------------------------------|---|--|-------------|--|--------------------|--|
| 1 BANK GUARANTEE NO | : | | | | | |
| 2 VENDOR NAME / VENDOR CODE | : | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 2px;">NAME</td> <td style="width: 70%;"></td> </tr> <tr> <td style="padding: 2px;">VENDOR CODE</td> <td></td> </tr> </table> | NAME | | VENDOR CODE | |
| NAME | | | | | | |
| VENDOR CODE | | | | | | |
| 3 BANK GUARANTEE AMOUNT | : | | | | | |
| 4 PURCHASE ORDER/ LOA NO | : | | | | | |
| 5 BG ISSUED BANK DETAILS | : | <p>(A) EMAIL ID :</p> <p>(B) ADDRESS :</p> <p>(C) PHONE NO/ MOBILE NO. :</p> | | | | |



SECTION-III

INSTRUCTION TO BIDDERS

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

=====

SECTION-III

INSTRUCTION TO BIDDERS

INDEX

[A] GENERAL:

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

[B] BIDDING DOCUMENTS:

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

[C] PREPARATION OF BIDS:

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

[D] SUBMISSION OF BIDS:

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

[E] BID OPENING AND EVALUATION:

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

=====

33. COMPENSATION FOR EXTENDED STAY

34. PURCHASE PREFERENCE

[F] AWARD OF CONTRACT:

35. AWARD

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

37. SIGNING OF AGREEMENT

38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

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

40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE

41. AHR ITEMS

42. VENDOR EVALUATION PROCEDURE

43. INCOME TAX & CORPORATE TAX

44. DISPUTE RESOLUTION MECHANISM

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

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

47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

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

49. PROVISION FOR STARTUPS

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

51. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING
CHARTERED ACCOUNTANTS

52. RESTRICTING PARTICIPATION OF NCLT REFERRED BIDDERS

[G] ANNEXURES:

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

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

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

=====

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

[A] – GENERAL

1 SCOPE OF BID

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

2 ELIGIBLE BIDDERS:

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

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

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

=====

It shall be the sole responsibility of the bidder to inform IGGL in case the bidder is put on Holiday list or in banning list of IGGL or any other departments under Ministry of Petroleum & Natural Gas due to "poor performance" or corrupt and fraudulent practice or blacklisted/banned by any Government Department/Public Sector as on the due date of submission of bid/during the process of evaluation of bids. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

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

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

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

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

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

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

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

- 2.7 **Power of Attorney:**

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

=====

(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.

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

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

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

4. **ONE BID PER BIDDER:**

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

4.2 More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder. Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

4.3 Alternative Bids shall not be considered.

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

5. **COST OF BIDDING:**

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges

including taxes & duties thereon. Further, IGGL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6. **SITE VISIT:**

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

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

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

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

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

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the

=====

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

8. CLARIFICATION OF BIDDING DOCUMENTS:

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

[C] – PREPARATION OF BIDS

10 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 OF MANUAL TENDERING:

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

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

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) Copies of documents, as specified in tender document.
- (d) Copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item as a confirmation that the prices are quoted in requisite format.
- (e) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (f) 'Agreed Terms and Conditions', as per 'Form F-5'.
- (g) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-6'
- (h) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (i) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (j) EMD in original (in case of manual tendering) / copy of EMD (in case of e-Tender), Declaration for Bid Security as per provision of ITB.
- (k) Undertaking as per *Form-1 to Annexure-III to Section-III* by MSE bidders and Bidders seeking preference under Policy for purchase preference to Public Procurement (Preference to make in India, PPP-MII), if applicable.
- (l) Undertaking as per *Form-2 to Annexure-III to Section-III* and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per *Form-3 to Annexure-III to Section-III*.
- (m) Undertaking as per *Form-I to Section-II* regarding Provisions for Procurement from a Bidder which shares a land border with India
- (n) All forms and Formats including Annexures.
- (o) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-Tender) by the Authorized Signatory holding POA.
- (p) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
- (q) Any other information/details required as per Bidding Document

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

=====

11.1.2 ENVELOPE-II: Price Bid

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

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

11.2 **IN CASE OF E-TENDERING:**

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

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

=====

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

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

11.2.2 **PART-II: PRICE BID**

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

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

12 **SCHEDULE OF RATES / BID PRICES**

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST & SGST/UTGST or IGST)**.

12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.

12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special

=====
Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall 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-F-5) and SOR.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account, unless any price escalation/variation is allowed elsewhere in the Tender Document
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

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

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

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

- 13.3 In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of IGGL that the Service Provider has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from IGGL to the government exchequer, then, that Contactor shall be put under Holiday list of IGGL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on IGGL
- 13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Service Provider shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

=====

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

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

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

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

13.5.1 Owner/ IGGL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST to enable Owner/ IGGL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details

13.5.2 The input tax credit of quoted **GST (CGST & SGST/UTGST or IGST)** shall be considered for evaluation of bids, as per evaluation criteria of tender document.

13.6 Where IGGL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

13.6.1 Owner/ IGGL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis

13.6.2 The bids will be evaluated based on total price including quoted **GST (CGST & SGST/UTGST or IGST)**.

13.7 IGGL will prefer to deal with registered supplier of goods/ services under GST.

Therefore, bidders are requested to get themselves registered under GST, it not registered yet.

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

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

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

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

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

- 13.10 **Anti-profiteering clause:**

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

=====

13.11 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by IGGL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then IGGL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by IGGL.

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

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

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

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

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

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

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

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

If input tax credit is not available to IGGL for any reason attributable to supplier (both for E-invoicing cases and non-E-invoicing cases), then IGGL shall not be

=====

obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the supplier under this contract or under any other contract.

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

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

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

14. **BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

15. **BID VALIDITY:**

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

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

=====

16. EARNEST MONEY DEPOSIT:

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

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

16.2 IGGL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. 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

16.3 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.2" may be rejected by IGGL as non-responsive.

16.4 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.

16.5 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.

16.6 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:

- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
- (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
- (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and time for Bid Submission).
- (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
- (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt of the "Notification of Award" / Fax of Acceptance [FOA]",

- =====
- (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.7 In case EMD is in the form of 'Bank Guarantee', the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date
- 16.8 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.
- 16.9 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee) mentioned in tender documents for submission of EMD/Bid Bond, the bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD.
- In absence of submitting/ uploading the remittance details, the bids are likely to be considered as bid not accompanied with EMD. Further, in case of the above online transaction, submission of EMD in original is not applicable
- 16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by IGGL. The forfeiture amount will be subject to final decision of IGGL based on other terms and conditions of order/ contract."
- 16.11 EMD / Bid Bond will not be accepted in case the same has reference of 'remitter' / 'financer' other than bidder on the aforementioned financial instrument of EMD / Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.
- 16A **DECLARATION FOR BID SECURITY**
MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A
- 17. PRE-BID MEETING (IF APPLICABLE): Refer Invitation for Bid (IFB)**
- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at the address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting. If situation

=====

demands, pre-bid meeting will be held online. Bidders interested in attending the pre-bid meeting online, shall contact IGGL at the following e-mail ID's requesting IGGL for providing the link for online pre-bid meeting:

kulajit.talukdar@iggl.co.in;

udayan.das@iggl.co.in;

santanu.bhattacharyya@iggl.co.in

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

18. FORMAT AND SIGNING OF BID

- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initiated by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initiated by the person or persons signing the Bid.
- 18.3 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB. (Annexure-I to Section III).

=====

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

19.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. IGGL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note IGGL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. IGGL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. 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 (if applicable)
- (c) Specifications & Scope of Work
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) 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. Physical documents shall be addressed to the owner at address specified in IFB
- 21.2 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 21.3 All the bids shall be addressed to the owner at address specified in IFB.
- 21.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22. DEADLINE FOR SUBMISSION OF BIDS:

- 22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 22.2 In case of manual tendering EMD (if applicable) along with bid must be submitted within the due date & time.
- 22.3 IGGL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 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 (if applicable) of such bidders shall be

=====

returned along with the un-opened bid. In case of e-tendering, where the bid bond/physical documents have been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.

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

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

24. MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 IN CASE OF E- TENDERING

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

24.1.2 IN CASE OF MANUAL BIDDING:

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

24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11,21 & 22 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of withdrawal of bid, the Envelope containing withdrawal letter duly super scribing the envelope as "WITHDRAWAL" and "Tender Document number :..."/ communication regarding withdrawal of bid with "Tender Document number :..."/ must reach concerned dealing official of IGGL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD (if applicable) pursuant to clause 16 of ITB and rejection of Bid.

24.4 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

=====

[E] – BID OPENING AND EVALUATION

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

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.

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

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

27. CONFIDENTIALITY:

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

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.

28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure for action in case Corrupt /

=====

Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any

29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

- 29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid: -
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security / Bid Security Declaration
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below: -
- a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

=====

30. CORRECTION OF ERRORS:

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

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.
- (iii) 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.
- iv) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

30.2 The 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 / actions shall be invoked as per Declaration for Bid Security.

31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS:

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

32. EVALUATION AND COMPARISON OF BIDS

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

33. COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE

34. PURCHASE PREFERENCE:

Purchase Preference to Micro and Small Enterprises (MSEs) or Purchase Preference to Public Procurement (Preference to make in India) bidders/Domestically Manufactured Telecom Products (DMTP) shall be allowed as per Government instructions in vogue, as applicable from time to time.

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

=====

[F] – AWARD OF CONTRACT

35. AWARD:

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

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

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

36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE:

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

=====

37. **SIGNING OF AGREEMENT**

- 37.1 The successful Bidder/Service Provider shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Service Provider] and of 'State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Service Provider failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Action as per Bid Security declaration.
- 37.2 The format for signing Contract Agreement in English is attached with this Bidding Document.

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

- 38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from IGGL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or 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)

SD / CPBG @ 03% of Total Order / Contract value in case contract period is less than one year or 03% of Annualized Order /Contract value in case contract period is more than one year.

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. 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 consideration of the annulment of the award and forfeiture of the EMD /action as per declaration for Bid Security

=====

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

38.6 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of IGGL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.

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

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

38.8 The Service Provider will also submit covering letter along with CPS as per format at F-4

38.9 CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the afore mentioned financial instrument of CPBG/ Security Deposit submitted by the Service Provider.

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

39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is provided at Appendix-1 of General Conditions of Contract- Services with following modifications:

=====

(1) Clause no. B.2 (i)

(i) During execution of contract:

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

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

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

Suspension of order/ contract:

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

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

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

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

=====

(2) Description of Sl. no. 1 and 2 of table in Clause no. B 2.2

Description of Sl. no. 1 and 2 of table in Clause no. B 2.2 is modified as under:

| S. No. | Description |
|--------|--|
| 1 | Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday in IGGL/PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category. |
| 2 | Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices |

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

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

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

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

The Service Provider/ Bidder understands and agrees that in such cases where Service Provider/ Bidder has been banned (in terms of aforesaid procedure) from the date of issuance of such order by IGGL, such decision of IGGL shall be final and

binding on such Service Provider/ Bidder and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter

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

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

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

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

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

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

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

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

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

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

=====

40.3 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:

- a) Ministry of MSME vide Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the Enterprises as Micro, Small and Medium Enterprises, and specified form and procedure for filing the Memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of Policy, refer website of Ministry of MSME, i.e. <https://msme.gov.in/>). **Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefits under Public Procurement Policy for MSEs-2012.**
- 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 Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

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

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

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation. Further, in such cases a declaration is to be

submitted by MSE/consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

41 AHR ITEMS

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

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

42 VENDOR PERFORMANCE EVALUATION:

Shall be as stipulated at Appendix-2 of General Conditions of Contract- Services with following modifications

- (i) Clause no. 3.0 i)
Preparation of Performance Rating Data Sheet

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

- (ii) Clause no. 4.0 "**EXCLUSIONS**"

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

- i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.

- =====
- ii) Orders for Misc./Administrative items/ Non stock Non valued items (PO with material code ending with 9).

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

- (iii) Clause no. 5.1 v) and 5.3 v)

When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

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

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

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

- (a) **First Instance: Holiday (Red Card) for Two Years**

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

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

- (a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Three (3) Years.

- (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year**

- (c) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Three Years**

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

=====

(a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.

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

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

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

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

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

(C) Where Performance rating is "FAIR":

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

(iv) CLAUSE NO.11:

ERRANT BIDDER

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

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

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

=====

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

43 INCOME TAX & CORPORATE TAX

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

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

43. TDS

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

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

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

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

(II) Twice the rate or rates in force

(III) 5%

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL :

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

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

Payment of service provider shall be processed only after fulfilment of above requirement.

44. DISPUTE RESOLUTION MECHANISM

44.1 QUARTERLY CLOSURE OF THE CONTRACT

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

=====

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

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

44.2 **CONCILIATION AND ARBITRATION**

1.0 CONCILIATION

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

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

2.0 ARBITRATION

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

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

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

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

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

2.5 List of Excepted matters:

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

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

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

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

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

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

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

=====

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

- Not Applicable

47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS:

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

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

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

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

Prior turnover and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document and submission of document specified in Section –II

Further, the Startups are also exempted from submission of EMDs

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

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

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

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

=====

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

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

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

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

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

51. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

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

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

52. RESTRICTING PARTICIPATION OF NCLT REFERRED BIDDERS

- (i) Offer from the following type of bidders/members of consortium will not be considered:
 - a) Bidders who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).
 - b) Bidders whose resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage of evaluation of bid.

- =====
- (ii) It will be responsibility of the bidder/contractor/vendor to inform IGGL within 15 (Fifteen) days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code.
 - (iii) If bidder fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any latter stage, their offer is liable to be rejected by IGGL.
 - (iv) IGGL reserve the right to cancel / terminate the contract without any liability on the part of IGGL immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.

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

=====

Annexure-I to Section-III

ADDENDUM TO INSTRUCTIONS TO BIDDERS
(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

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

=====

Annexure-II to Section-III

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

| A. GENERAL | | | | | |
|-------------------------------|---|------------|--------------------------|----------------|-------------------------------------|
| ITB clause | Description | | | | |
| 1.1 | The Employer/Owner is: IGGL | | | | |
| | The Invitation for Bids/ Tender no is: IGGL/GHY/C&P/HR/TBA&CS/10-22 | | | | |
| 2.1 | The name of the Services to be performed is: HIRING OF SUPPORT SERVICES FOR CARETAKING & CATERING AT THE IGGL TRANSIT & BACHELOR ACCOMMODATION AT GUWAHATI AND CATERING SERVICES (OFFICE LUNCH) AT IGGL OFFICE (GUWAHATI) FOR A PERIOD OF 02 (TWO) YEARS EXTENDABLE BY 06 (SIX) MONTHS | | | | |
| 3 | BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table> | APPLICABLE | <input type="checkbox"/> | NOT APPLICABLE | <input checked="" type="checkbox"/> |
| APPLICABLE | <input type="checkbox"/> | | | | |
| NOT APPLICABLE | <input checked="" type="checkbox"/> | | | | |
| B. BIDDING DOCUMENT | | | | | |
| ITB clause | Description | | | | |
| 8.1 | For clarification purposes only, the communication address is: Attention: <u>Kulajit Talukdar, General Manager (C &P)</u> Street Address: Indradhanush Gas Grid Limited (IGGL) 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005 Country: INDIA Email: kulajit.talukdar@iggl.co.in | | | | |
| C. PREPARATION OF BIDS | | | | | |
| ITB clause | Description | | | | |
| 11.1.1 | Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid): SCC/Scope of Work refers - As per Bid Evaluation Criteria (BEC) section-II of this tender. | | | | |
| 12 | Additional Provision for Schedule of Rate/ Bid Price are as under: - <u>NIL</u> | | | | |

| | | | | | | | | | | | | | |
|------------------------------------|--|-----|-------------------------------------|----|--------------------------|----------------------------|--|---------|------------|---------|-----------------|-------------------|--|
| <p>12 & 13</p> | <p>Whether IGGL will be able to avail input tax credit in the instant tender</p> <table border="1" data-bbox="400 342 1091 528"> <tr> <td data-bbox="400 342 778 450">YES</td> <td data-bbox="778 342 1091 450"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="400 450 778 528">NO</td> <td data-bbox="778 450 1091 528"><input type="checkbox"/></td> </tr> </table> <p>Details of Buyer:</p> <table border="1" data-bbox="395 665 1455 1238"> <tr> <td data-bbox="395 665 655 857">Services to be rendered at</td> <td data-bbox="655 665 1455 857">Indradhanush Gas Grid Limited Complete address of work center- 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati, Assam-781005, Country: INDIA</td> </tr> <tr> <td data-bbox="395 857 655 904">PAN No.</td> <td data-bbox="655 857 1455 904">AAECI9589F</td> </tr> <tr> <td data-bbox="395 904 655 952">GST no.</td> <td data-bbox="655 904 1455 952">18AAECI9589F1ZZ</td> </tr> <tr> <td data-bbox="395 952 655 1238">IGGL Bank details</td> <td data-bbox="655 952 1455 1238">Account holder's name: INDRADHANUSH GAS GRID LIMITED Bank Name: State Bank of India Account No.: Current A/C No. 37967639273 IFSC Code: SBIN0003030 BRANCH: Dispur Branch, Guwahati, ASSAM-781006</td> </tr> </table> | YES | <input checked="" type="checkbox"/> | NO | <input type="checkbox"/> | Services to be rendered at | Indradhanush Gas Grid Limited Complete address of work center- 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati, Assam-781005, Country: INDIA | PAN No. | AAECI9589F | GST no. | 18AAECI9589F1ZZ | IGGL Bank details | Account holder's name: INDRADHANUSH GAS GRID LIMITED Bank Name: State Bank of India Account No.: Current A/C No. 37967639273 IFSC Code: SBIN0003030 BRANCH: Dispur Branch, Guwahati, ASSAM-781006 |
| YES | <input checked="" type="checkbox"/> | | | | | | | | | | | | |
| NO | <input type="checkbox"/> | | | | | | | | | | | | |
| Services to be rendered at | Indradhanush Gas Grid Limited Complete address of work center- 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati, Assam-781005, Country: INDIA | | | | | | | | | | | | |
| PAN No. | AAECI9589F | | | | | | | | | | | | |
| GST no. | 18AAECI9589F1ZZ | | | | | | | | | | | | |
| IGGL Bank details | Account holder's name: INDRADHANUSH GAS GRID LIMITED Bank Name: State Bank of India Account No.: Current A/C No. 37967639273 IFSC Code: SBIN0003030 BRANCH: Dispur Branch, Guwahati, ASSAM-781006 | | | | | | | | | | | | |
| <p>14</p> | <p>The currency of the Bid shall be INR</p> | | | | | | | | | | | | |
| <p>15</p> | <p>The bid validity period shall be 03 (Three) Months from final 'Bid Due Date'</p> | | | | | | | | | | | | |
| <p>16.1, 16.10 and 38.6</p> | <p>In case 'Earnest Money / Bid Security' (if applicable) is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of Indradhanush Gas Grid Limited payable at GUWAHATI.</p> <p>In case of submission through online banking transaction i.e., IMPS / NEFT / RTGS / SWIFT, etc, the details of IGGL's Bank account are as under:</p> <p>Account Holder's Name: INDRADHANUSH GAS GRID LIMITED Account Number: Current A/C No. 37967639273 IFSC Code: SBIN0003030 BRANCH: Dispur Branch, Guwahati, ASSAM-781006</p> <p>Bidder to mention reference no. "EMD/....." in narration while remitting the EMD / Bid Security amount and to mention reference no. "CPS/....." in narration while remitting the CPS amount in IGGL's Bank Account.</p> | | | | | | | | | | | | |

| D. SUBMISSION AND OPENING OF BIDS | | | | | |
|--|---|------------|-------------------------------------|----------------|--------------------------|
| ITB clause | Description | | | | |
| 18 | In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering. | | | | |
| 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: Kulajit Talukdar, General Manager(C&P) Street Address: Indradhanush Gas Grid Limited (IGGL) 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005 Country: INDIA | | | | |
| 26 | The bid opening shall take place at: - Online at CPP portal | | | | |
| E. EVALUATION, AND COMPARISON OF BIDS | | | | | |
| ITB clause | Description | | | | |
| 32 | Evaluation Methodology is mentioned in Section-II. | | | | |
| F. AWARD OF CONTRACT | | | | | |
| ITB clause | Description | | | | |
| 37 | State of INDIA which stamp paper is required for Contract Agreement: <u> ASSAM </u> | | | | |
| 38 | Contract Performance Security/ Security Deposit <table border="1" style="margin-left: auto; margin-right: auto;"> <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>The value/ amount of Contract Performance Security/ Security Deposit CPS/SD @ 3% of Total Order / Contract value in case contract period is less than one year or 3% of Annualized Order / Contract value in case contract period is more than one year.</p> | APPLICABLE | <input checked="" type="checkbox"/> | NOT APPLICABLE | <input type="checkbox"/> |
| APPLICABLE | <input checked="" type="checkbox"/> | | | | |
| NOT APPLICABLE | <input type="checkbox"/> | | | | |
| 39.3 | Name and contact details of nodal officer are as under: Shri Kulajit Talukdar, General Manager (C&P) Tel: 9531101227/8 (Extension 121) Email: kulajit.talukdar@iggl.co.in | | | | |

| | | | | | |
|----------------|---|------------|-------------------------------------|----------------|-------------------------------------|
| | <p>Whether tendered item is non-splitable or not-divisible:</p> <table border="1"> <tr> <td>YES</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>NO</td> <td><input type="checkbox"/></td> </tr> </table> | YES | <input checked="" type="checkbox"/> | NO | <input type="checkbox"/> |
| YES | <input checked="" type="checkbox"/> | | | | |
| NO | <input type="checkbox"/> | | | | |
| 41 | <p>Provision of AHR Item:</p> <table border="1"> <tr> <td>APPLICABLE</td> <td><input type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> </table> | APPLICABLE | <input type="checkbox"/> | NOT APPLICABLE | <input checked="" type="checkbox"/> |
| APPLICABLE | <input type="checkbox"/> | | | | |
| NOT APPLICABLE | <input checked="" type="checkbox"/> | | | | |
| 44.1 | <p>Quarterly Closure of Contract</p> <table border="1"> <tr> <td>APPLICABLE</td> <td><input type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> </table> | APPLICABLE | <input type="checkbox"/> | NOT APPLICABLE | <input checked="" type="checkbox"/> |
| APPLICABLE | <input type="checkbox"/> | | | | |
| NOT APPLICABLE | <input checked="" type="checkbox"/> | | | | |
| | <p>Bonus for Early Completion:</p> <table border="1"> <tr> <td>APPLICABLE</td> <td><input type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> </table> | APPLICABLE | <input type="checkbox"/> | NOT APPLICABLE | <input checked="" type="checkbox"/> |
| APPLICABLE | <input type="checkbox"/> | | | | |
| NOT APPLICABLE | <input checked="" type="checkbox"/> | | | | |
| 49 | <p>Applicability of provisions relating to Start-ups:</p> <table border="1"> <tr> <td>APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="checkbox"/></td> </tr> </table> | APPLICABLE | <input checked="" type="checkbox"/> | NOT APPLICABLE | <input type="checkbox"/> |
| APPLICABLE | <input checked="" type="checkbox"/> | | | | |
| NOT APPLICABLE | <input type="checkbox"/> | | | | |
| | <p>Defect Liability Period:</p> <table border="1"> <tr> <td>APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="checkbox"/></td> </tr> </table> <p>- 03 (Three) months from the actual completion of work</p> | APPLICABLE | <input checked="" type="checkbox"/> | NOT APPLICABLE | <input type="checkbox"/> |
| APPLICABLE | <input checked="" type="checkbox"/> | | | | |
| NOT APPLICABLE | <input type="checkbox"/> | | | | |

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

=====

ANNEXURE-III TO SECTION-III

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

- 1.0 Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG- Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications.
- 2.0 The Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT to encourage 'Make in India' and promote manufacturing & production of goods and services in India with a view to enhancing income and employment.

DEFINITIONS:-

- (i) **Local Content** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.
Further Local value addition through services such as transportation, insurance, installation, commissioning, training, and after sale support like AMC/CMC etc. shall be considered in local content calculation.
- (ii) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of equal to or more than 50%.
'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of more than 20% but less than 50%.
'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- (iii) **L1** mean the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per tender or other procurement solicitation.
- (iv) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for purpose of purchase Preference.

- =====
- (v) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas.
 - (vi) **Procuring Entity** means Indradhanush Gas Grid Limited (IGGL).
 - (vii) **Works** means all the works as per Rule 130 of GFR-2017 also include 'turnkeyworks'

4.0 **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

5.0 **ELIGIBILITY OF 'CLASS-I LOCAL SUPPLIER'/ 'CLASS-II LOCAL SUPPLIER'/ 'NON-LOCAL SUPPLIERS' FOR DIFFERENT TYPES OF PROCUREMENT**

- (a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.
- (b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry/ International Competitive bidding has been issued. In global tender enquiries/ International Competitive bidding 'Non local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- (c) Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts
- (d) HP-HT Operations in upstream oil and gas business activities shall be exempted from this order

6.0 **PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012, REFER EXAMPLES GIVEN BELOW):**

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

=====

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

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

rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

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

7.0 In case a bidder (Class-I Local supplier) is eligible to seek benefit under Policy for Preference under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PPP-MII and MSE policy in Form-1. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy

In case a MSEs bidder opts for purchase preference based on PPP-MII, such bidder shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to such MSE Bidder

While for evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PPP-MII or PPP-2012) will be considered, for price matching opportunities and distribution of quantities among bidders, the precedence shall be in the following order:-

- (i) Public Procurement Policy for MSE 2012
- (ii) Public Procurement (Preference to Make in India), Order 2017

=====

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

(I) Non divisible item

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII (prices within 20%)

L3 bidder is MSE bidder (prices within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PPP-MII)

(II) Divisible item-Case 1

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matchesthe L1 price, order shall be placed on him for the quantity specified in the bidding document for MSEs (i.e. 25% of the tendered quantity). For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity(i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(III) Divisible item-Case 2

L1 bidder is non MSE, Non Local supplier/ Class-II as per PPP-MII L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)

L3 bidder is MSE bidder (within 15%)

L4 bidder is MSE bidder (within 15%)

MSE bidders shall be given preference to match the L1 price. If bidders matched the L1 price, order shall be placed on each of them for 12.5% of the tendered quantity. In case L3 or L4 bidder refuses, the order shall be placed on remaining MSE bidder who matches the L1 prices for 25% of the quantity. For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity (i.e., 25% of the tendered quantity) shall be awarded to original L1 bidder

- =====
- (iv) In case L1 bidder is MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PPP- MII.
 - (v) In case L1 bidder is a Local supplier as per PPP-MII, purchase preference shall be resorted to MSE bidder as per PPP 2012 only.

8.0 VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION

- a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide **self-certification** (as per proforma at Form-2) that the item offered meets the minimum local content for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.
- b. VOID
- c. In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Authority who is empowered to look into procurement related complaints.
- d. Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with IGGL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
- e. In case of false declarations, IGGL shall initiate action for banning such manufacturer/supplier/service provider as per as per IGGL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- f. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.
- g. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of

=====

Expenditure through the concerned Ministry /Department or in some other manner;

- ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
- iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

9.0 **RECIPROCITY CLAUSE**

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
- iii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

FORM-1 TO ANNEXURE-III TO SECTION-III

UNDERTAKING FOR APPLICABILITY OF POLICY (APPLICABLE FOR CLASS-I LOCAL SUPPLIER ONLY)

To,

M/s INDRADHANUSH GAS GRID LIMITED

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

SUB:

TENDER NO:

Dear Sir

We, M/s____(**Name of Bidder**) hereby confirm that following purchase preference to be considered:-

| Description | Preference |
|---|----------------------|
| Purchase Preference under Public Procurement Policy for MSE | <input type="text"/> |
| Preference Under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) | <input type="text"/> |

Note:

- (i) Please indicate your preference against only one policy.
- (ii) The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- (iii) In case a bidder is eligible to seek benefit under PPP-MII order as well as PPP for MSE2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PPP-MII and MSE policy.
- (iv) In case a MSEs bidder opts for purchase preference based on PPP-MII order, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders
- (v) The option once exercised cannot be modified subsequently.
- (vi) In case MSE bidder is opting the PPP-MII policy and emerges other than L1 bidder, then only Purchase Preference as per PPP-MSE policy is not applicable.

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

=====

FORM-2 TO ANNEXURE-III TO SECTION-III

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

To,

M/s INDRADHANUSH GAS GRID LIMITED

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

SUB:

TENDER NO:

Dear Sir

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

Class-I Local supplier []

Class-II Local Supplier []

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

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

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

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

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

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



SECTION-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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



SECTION-V

FORMS & FORMAT

=====

LIST OF FORMS & FORMATS

| Form No. | Description |
|----------|---|
| F-1 | BIDDER'S GENERAL INFORMATION |
| F-2 | PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY" |
| F-2A | PROFORMA OF DECLARATION FOR BID SECURITY |
| F-3 | LETTER OF AUTHORITY |
| F-4 | PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" |
| F-5 | AGREED TERMS & CONDITIONS |
| F-6 | ACKNOWLEDGEMENT CUM CONSENT LETTER |
| F-7 | BIDDER'S EXPERIENCE |
| F-8 | CHECK LIST |
| F-8(A) | CHECK LIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS |
| F-9 | FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE |
| F-10 | FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER |
| F-11 | BIDDER'S QUERIES FOR PRE-BID MEETING |
| F-12 | E-BANKING FORMAT |
| F-13 | FREQUENTLY ASKED QUESTIONS (FAQ) |
| F-14 | UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS) |
| F-15 | DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE 2016 |

=====

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/HR/TBA&CS/10-22 (E-TENDER NO. IGGL-100042)

| | | |
|----|---|--|
| 1 | Bidder Name | |
| 2 | Status of Firm | Proprietorship Firm/Partnership firm/Public Limited/Pvt. Limited/Govt. Dept./PSU/Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable] |
| 3a | Name of Proprietor / Partners / Directors of the firm/company [As per Cl. No. 4.0 of ITB] | |
| 3b | Name of Power of Attorney Holders of bidder | |
| 4 | Number of Years in Operation | |
| 5 | Address of Registered Office: *In case of Partnership firm, provide current address of the firm for ordering purpose | City: |
| | | District: |
| | | State: |
| | | PIN/ZIP: |
| 6 | Bidder's address where order/contract is to be placed | City: |
| | | District: |
| | | State: |
| | | PIN/ZIP: |
| 7 | Address from where Goods/ Services are to be dispatched/ provided along with GST no. (In case supply of Goods/ Services are from multiple locations, addresses and GST no. of all such locations are to be provided). | City: District: State: PIN/ZIP: GST No.: |
| 8 | Telephone Number of address where order is to be placed | _____ (Country Code) (Area Code) (Telephone No.) |

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

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

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

=====

FORMAT F-2
PROFORMA OF "BANK GUARANTEE"
FOR "EARNEST MONEY / BID SECURITY"

(To be stamped in accordance with the Stamp Act)

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

Dear Sir(s),

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

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

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

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

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

Notwithstanding anything contained herein:

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

=====

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.

Annexure

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

| | | | | | | |
|--|-------------------------------|--|---------------------------------------|-----------------------------|--------------------|----------------|
| 1 BANK GUARANTEE NO | : | | | | | |
| 2 VENDOR NAME / VENDOR CODE | : | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">NAME</td> <td style="width: 70%;"></td> </tr> <tr> <td>VENDOR CODE</td> <td></td> </tr> </table> | NAME | | VENDOR CODE | |
| NAME | | | | | | |
| VENDOR CODE | | | | | | |
| 3 BANK GUARANTEE AMOUNT | : | | | | | |
| 4 PURCHASE ORDER/ LOA NO | : | | | | | |
| 5 NATURE OF BANK GUARANTEE (Please Tick (✓) Whichever is Applicable) | : | <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">PERFORMANCE BANK GUARANTEE</td> <td style="width: 25%;">SECURITY DEPOSIT</td> <td style="width: 25%;">EMD</td> <td style="width: 25%;">ADVANCE</td> </tr> </table> | PERFORMANCE BANK GUARANTEE | SECURITY DEPOSIT | EMD | ADVANCE |
| PERFORMANCE BANK GUARANTEE | SECURITY DEPOSIT | EMD | ADVANCE | | | |
| 6 BG ISSUED BANK DETAILS | : | | | | | |
| | (A) EMAIL ID : | | | | | |
| | (B) ADDRESS : | | | | | |
| | (C) PHONE NO/ MOBILE NO. : | | | | | |

=====

F-2A
DECLARATION FOR BID SECURITY

To,

M/s INDRADHANUSH GAS GRID LIMITED (IGGL)

SUB: HIRING OF SUPPORT SERVICES FOR CARETAKING & CATERING AT THE IGGL TRANSIT & BACHELOR ACCOMMODATION AT GUWAHATI AND CATERING SERVICES (OFFICE LUNCH) AT IGGL OFFICE (GUWAHATI) FOR A PERIOD OF 02 (TWO) YEARS EXTENDABLE BY 06 (SIX) MONTHS

TENDER NO: IGGL/GHY/C&P/HR/TBA&CS/10-22.

Dear Sir,

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

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

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

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

Place:
Date:

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

=====

F-3

LETTER OF AUTHORITY

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

Ref:

Date:

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/HR/TBA&CS/10-22 (E-TENDER NO. IGGL-100042)

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-4

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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

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

Dear Sir(s),

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

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

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to IGGL we shall on first

=====

demand pay without demur, contest, protest and/ or without any recourse to the contractor to IGGL in such manner as IGGL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.

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



=====

the supplier/contractor and notwithstanding any security or other guarantee that IGGL may have in relation to the supplier's/contractor's liabilities.

- 7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by IGGL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Guwahati.
- 8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
- 9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.
- 10. Notwithstanding anything contained herein:
 - a) The Bank's liability under this Guarantee shall not exceed (currency in figures) (currency in words only)
 - b) This Guarantee shall remain in force upto _____(this date should be expiry date of defect liability period of the contract) and any extension(s) thereof; and
 - c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of (indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of IGGL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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.

Annexure

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

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

=====

F-5
AGREED TERMS & CONDITIONS

To,

M/s IGGL

TENDER NO: IGGL/GHY/C&P/HR/TBA&CS/10-22 (E-TENDER NO. IGGL-100042)

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

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

| SI. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|--|-----------------------|
| 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. | |
| 9. | Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. In case of delay, the bills shall be submitted after deducting the price reduction due to delay | |
| 10. | a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable. | |
| 11 | Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids. | |
| 12. | Please furnish EMD/Bid Security details (if applicable): a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG] OR Bidder furnishes bid security declaration [applicable for MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue)] | |
| 13. | As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder. | |

| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION | | | | |
|---------------|--|---|-----------|--|---------------|--|
| 14. | Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of Owner or (ii) the bidder is not a firm in which any Director (in Board of Director) of Owner/ IGGL or their relative is not a partner. | <table border="1"> <tr> <td data-bbox="1074 376 1305 409">Confirmed</td> <td data-bbox="1313 376 1450 409"></td> </tr> <tr> <td data-bbox="1074 421 1305 499">Not Confirmed</td> <td data-bbox="1313 421 1450 499"></td> </tr> </table> | Confirmed | | Not Confirmed | |
| Confirmed | | | | | | |
| Not Confirmed | | | | | | |
| 15. | All correspondence must be in ENGLISH language only. | | | | | |
| 16. | The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection. | | | | | |
| 17. | Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder. | | | | | |
| 18. | <p>No Deviation Confirmation:</p> <p>It may be noted that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.</p> | | | | | |
| 19. | <p>Non-Involvement of Govt. of India:</p> <p>If Bidder becomes a successful Bidder and pursuant to the provisions of the Tender Document, award is given to them against subject Tender Document, the following Confirmation shall be automatically enforceable:</p> <p>"We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including</p> | | | | | |

| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|---|-----------------------|
| | 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." | |
| 20. | Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid. | |
| 21. | Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will be deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price. | |
| 22. | <p><u>Holiday/Banning & Liquidation, Court Receivership:</u> Bidder hereby confirms that they are not on Holiday list or in banning list of IGGL or any other departments under Ministry of Petroleum & Natural Gas due to "poor performance" or corrupt and fraudulent practice or blacklisted / banned by any Government Department / Public Sector as on the due date of submission of bid. Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of IGGL or the Ministry of Petroleum and Natural Gas. Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'. In case it comes to the notice of IGGL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices. Further, Bidder also confirms that in case there is any</p> | |

| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|---|-----------------------|
| | change in status of the declaration prior to award of contract, the same will be promptly informed to IGGL by them. | |
| 23. | Bidder confirms that they have read and understood the General Conditions of Contract available along with this tender document in the CPP portal & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC. | |
| 24. | <p>Bidder certifies that they would adhere to the Fraud Prevention Policy of IGGL [available on IGGL's website (www.iggl.co.in)] and shall not indulge themselves or allow others (working in IGGL) to indulge in fraudulent activities and that they would immediately apprise IGGL of the fraud/suspected fraud as soon as it comes to their notice.</p> <p>Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of IGGL is liable to be treated as crime and dealt with by the procedures of IGGL as applicable from time to time.</p> | |
| 25. | Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account | |
| 26. | Bidder confirms that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail | |

Place:
Date:

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

=====

F-6

ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail/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/TBA&CS/10-22 (E-TENDER NO. IGGL-100042)

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-7

BIDDER'S EXPERIENCE

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/HR/TBA&CS/10-22 (E-TENDER NO. IGGL-100042)

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

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

=====

F-8
CHECK LIST

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

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

| S. No. | DESCRIPTION | CHECK BOX | REFERENCE PAGE NO. OF THE BID SUBMITTED |
|--------|--|-----------|---|
| 1.0 | 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, corrigendum (if any) | | |
| 2.0 | Confirm that the following details have been submitted in the Un-priced part of the bid | | X |
| i | Covering Letter, Letter of Submission | | |
| ii | EMD/Bid Security/Declaration for Bid Security [as applicable] as per provisions of Tender | | |
| iii | Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) of bidding document along with drawings and corrigendum (if any) | | |
| iv | Power of Attorney in the name of person signing the bid. | | |
| v | Details of documentary proof required against BEC Criteria | | |
| Vi | Confirm submission of document along with unpriced bid as per bid requirement. | | X |
| 3.0 | Confirm that all forms duly filled in are enclosed with the bid duly digitally signed (in case of e-bidding)/ Signed and Stamped (in case of manual bidding) by authorised person(s) | | |
| 4.0 | Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid. | | X |
| 5.0 | Confirm that annual reports for last three financial years & duly filled in Form 10 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable). | | |
| 6.0 | Confirm that Undertaking as per Form 1 of Annexure-III to Section-III has been submitted (applicable for MSE and PPP-MII bidder). | | |

| | | | |
|-----|--|--|--|
| 7.0 | Confirm that Undertaking as per Form-2 to Annexure-III to Section-III and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per Form-3 to Annexure-III to Section-III are submitted | | |
| 8.0 | Confirm that Undertaking as per Form-1 to Section-II have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India) | | |
| 9.0 | Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(A) | | |

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-8(A)
CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
(refer Section II of Tender document)

| BEC Clause No. | Description | Documents required for qualification | Documents Submitted by Bidder | Documents attested as per Section-II of Tender | Reference Page No. of the Bid submitted |
|------------------------|--|---|-------------------------------|--|---|
| Technical BEC | | | | | |
| 1.1.1 | Experience Criteria | (a) Detailed work order along with Schedule of Rates (SOR) (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. | | Yes/No | |
| 1.1.1 Note1: (i) | Job executed for Subsidiary / Fellow subsidiary/ Holding company. | Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company. | | Yes/No | |

| Financial BEC | | | | | |
|---------------|-------------------------|--|--|-------------------|--|
| 1. | Annual Turn Over | Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year. [In case the Annual Turnover criteria is not met in last Audited Financial Year, then the Audited Financial Statements for previous two years of last Audited Financial Year is to be submitted] | Submitted <i>(Mention specific year.....)</i> | Yes/No | |
| 2. | Net Worth | Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year. | Submitted <i>(Mention specific year.....)</i> | Yes/No | |
| 3. | Working Capital | Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (in prescribed format) from their bank having net worth not less than Rs.100 Crores, confirming the availability of line of credit for at least working capital requirement as stated above. | Submitted <i>(Mention specific year.....)</i> Submitted/ Applicable <i>(Bidder to tick appropriate option)</i> | Yes/No Not | |



| | | | | | | |
|----|---|--------------------------|---|-----------|--|--|
| 4. | Format Details financial capability Bidder | for of of | Bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA). | Submitted | | |
|----|---|--------------------------|---|-----------|--|--|

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

F-9

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

(To be provided on Bank's letter head)

Date:

To,
M/s. IGGL

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Email Id :

Contact No. :

Stamp

Note:

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

=====

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

F-10

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

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

A. AUDITED ANNUAL TURNOVER* OF LAST 03 (THREE) FINANCIAL 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) | |

****Refer Instructions***

Note:

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

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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

=====

INSTRUCTIONS:

1. The Separate Pro-forma shall be used for each member in case of JV/Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
4. For the purpose of this Tender document:
 - a. **Annual Turnover** shall be "Revenue from operation" as per profit & Loss account of audited annual financial statements.
 - b. **Working Capital** shall be "Current Assets less Current liabilities" and
 - c. **Net Worth** shall be 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.

=====

F-11

BIDDER'S QUERIES FOR PRE-BID MEETING

To,

M/s. IGGL

TENDER NO: IGGL/GHY/C&P/HR/TBA&CS/10-22 (E –TENDER NO. IGGL-100042)

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

=====

F-12

E-Banking Mandate Form

(To be issued on vendor's letter head)

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

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)

F-13

FREQUENTLY ASKED QUESTIONS (FAQs)

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

All the terms and conditions of Tender remain unaltered.



=====

F-14

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

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

To,
M/s IGGL
.....

SUB: HIRING OF SUPPORT SERVICES FOR CARETAKING & CATERING AT THE IGGL TRANSIT & BACHELOR ACCOMMODATION AT GUWAHATI AND CATERING SERVICES (OFFICE LUNCH) AT IGGL OFFICE (GUWAHATI) FOR A PERIOD OF 02 (TWO) YEARS EXTENDABLE BY 06 (SIX) MONTHS

LOA NO:

Dear Sir,

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

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

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

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

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

=====

F-15

DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY
CODE 2016

To,
M/s IGGL
.....

SUB: _____

Tender No. : _____

Dear Sir,

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

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

OR

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

- (a) _____
- (b) _____
- (c) _____

(Attach details in separate sheet)

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

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

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

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



SECTION-VI

SPECIAL CONDITIONS OF CONTRACT

&

SCOPE OF WORK

=====

SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 GENERAL

- 1.1 The Special conditions of contract (SCC) shall be read in conjunction with general conditions of the contract (GCC), Schedule of rates (SOR), specifications, drawings and any other documents forming part of contract whatsoever context so requires. Notwithstanding the subdivision 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.
- 1.2 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Condition of Contract, unless a different intention appears, the provisions of Special Condition of Contract shall be deemed to over-ride the provisions of General Conditions of Contract and shall to the extent of such repugnancy or variation, prevail.
- 1.3 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4 Non-familiarity with site condition and awareness of General Condition of Contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with specifications.

2.0 FAILURE IN MOBILIZING RESOURCES:

If Service provider fails to timely commence provision of all or any of the Services on the date specified by IGGL for such commencement, IGGL shall, without prejudice to any other right or remedy available to IGGL, be entitled to recover from the Service Provider by deduction from the Invoice (s) of the Service Provider or Security Deposit or otherwise with respect to the Services (s) which are not commenced, liquidated damages as specified below which have been worked out and are acknowledge by the parties to be a genuine pre-estimate of the damage likely to be caused to IGGL for each week of delay in commencement of any Service (s):

- 2.1 For the first week of delay or part thereof in commencement of any services: ½ % (Half per cent) of the annualized price (s) of the relative service(s) which have not been

=====

commenced worked out on the basis of the price (s) thereof as specified in Scope of work hereof.

2.2 For the Second week of delay or part thereof in commencement of any services: 1% (One per cent) of the annualized price (s) of the relative service(s) which have not been commenced worked out on the basis of the price (s) thereof as specified in Scope of work hereof.

2.3 For the Third week of delay or part thereof in commencement of any services: 1 ½ % (One and half per cent) of the annualized price (s) of the relative service(s) which have not been commenced worked out on the basis of the price (s) thereof as specified in Scope of work hereof.

2.4 For the Fourth week of delay or part thereof in commencement of any services: 2 % (Two per cent) of the annualized price (s) of the relative service(s) which have not been commenced worked out on the basis of the price (s) thereof as specified in Scope of work hereof.

If the contractor is still not able to mobilise its resources then the contract will be terminated by giving a notice to this effect to the contractor without stipulating requirement of 30 days notice period to the Contractor.

3.0 The total liquidated damages payable by and recoverable from the Service Provider for the delay in commencing any service(s) shall not exceed 5% (Five Per cent) of the annualized price of Service(s) as specified in the Scope of Work hereon in relation in which the delay has occurred.

4.0 If there is Deficiency in the performance by the Service Provider of one or more of the Services required to be performed by the Service Provider under the Contract, the consequences whereof may not be quantifiable. With a view to discourage such deficiency in the performance of any Service(s) , it is agreed that for each deficiency as determined by IGGL in any services to be performed by the Service Provider, IGGL shall be entitled to a discount of INR 1,000/- (Indian Rupees One Thousand only) in the price, payable for the relative Service(s) mentioned in the Scope of Work to the Service Provider for each day or part thereof deficiency of service, limited to 10% of yearly value of the costs of the services where the deficiency is noticed.

5.0 The Service provider shall maintain all the Report, Returns, Perform and other Prescribed documents as prescribed under all the applicable Labour Legislation and IGGL shall have the right to satisfy itself in this regards at any point of time. Each default by the Service Provider shall entitled the IGGL to recover from the Service Provider by deduction in the invoice(s) of the Service provider or from the Security Deposit or otherwise a sum of INR 5,000/- (Indian Rupees Five Thousand only) per default.

- =====
- 6.0 Expression " Deficiency" shall mean a deficiency in the availability, quality or the efficiency of the any Service (s) at any time as determined by IGGL (whose decision shall be final and binding on the Service Provider), provided that prior to arriving a such a decision, IGGL shall give the Service Provider a show-cause notice setting out the Deficiency or Deficiencies observed, and give the Service Provider an opportunity of 7 (Seven Days) within which to make a representation in respect thereof. If any such representation is made IGGL shall take cognizance of the same before taking a final decision.
- 7.0 If the Deficiency with respect to any Service(s) (but not in respect of all the Services), shall continue for such period or in such manner as to cause IGGL to decide (IGGL's decision in this behalf being final and binding on the Service Provider), IGGL may, without prejudice to its right to price discount in respect thereof as provided herein above and without prejudice to its right to terminate the Contract hereof, terminate the Service(s) in respect of which the Deficiencies have occurred and get such Service(s) performed at the risks and costs of the Service Provider for a period equivalent to the unexpired period of the Contract hereof if IGGL has given a written notice to the Service Provider of such deficiency(ies), and the Service Provider has not within 7 Days (Seven) of receipt of such notice taken steps satisfactory to IGGL to rectify the Deficiency(ies).
- 8.0 "Service" shall comprise Scope of Work attached here for hiring of caretaking & catering services at IGGL Transit Accommodation (Guwahati) & catering services for office lunch at IGGL Office (Guwahati) for 2 years extendable by 6 months on satisfactory services and at the same terms & conditions.
- 9.0 Location(s): IGGL Transit Accommodation (Guwahati) & IGGL Corporate Office (Guwahati)
- 9.0-A: The intending tenderer shall deem to have visited the site and familiarized himself thoroughly with the site conditions and understand the nature and quantum of work before submitting the tender. Non - familiarity with the site conditions will not be considered a reason either for extra claims or not carrying out the work in strict conformity.
- 10.0 **ENGAGEMENT**: IGGL hereby engages Service Provider to provide the Services at the Locations and for the Period of TWO years subject to the terms & conditions hereinafter specified.
- 11.0 **PERSONNEL**:
Service provider shall ensure that his personnel deputed for or in connection with the provision of the Services shall be:

Trained, experienced and competent to do the jobs for which they are assigned.
 Well dressed, well groomed, neat and tidy and presentable to standard reasonably required for the particular Service(s) for which they are assigned, and where required, shall be equipped with and wear distinctive uniforms in keeping with their positions as will identify and distinguished them.
 Polite, respectful and courteous to all persons with whom they deal / interact.

12.0 RESPONSIBILITIES OF THE CONTRACTOR AND COMPLIANCE WITH LABOUR / INDUSTRIAL LAWS:

The Contractor has to pay following wage Components to the persons engaged by him in IGGL

| Sl. No. | Wage Component | Regulation to be followed |
|---------|--|---|
| 1 | Minimum wage (Basic Wage) | Minimum wages as notified from time to time by Central Government or State Government whichever is higher. |
| 2 | Provident fund contribution including Employee Deposit linked insurance (EDLI) and administrative charge | 13.00% of wage |
| 3 | Employee State Insurance (ESI) contribution or Insurance policy coverage under Employee's compensation Act, 1923 | 3.25% of Wage as per ESI Act. |
| 4 | Bonus | 8.33% of minimum wage. The same may be paid to the contract workers during festival time by the contractor or along with monthly salary. |
| 5 | Leave wages as per factories act/rules or shops and establishments act respective state | 8.33% of minimum wage will be paid in case of contract worker does not avail earned leave. Compliance to be done in terms of statutory provision and same be reflected in attendance register and leave records by the contractor |
| 6 | Overtime for working extra work | Overtime, as applicable under Factories Act, 1948 or Shops and Establishment Act of respective State. Disbursement should be maintained in Overtime register prescribed in CL (R&A) Act, 1970 |

| | | |
|---|---|---|
| 7 | Maternity Benefit to the Women Contract Worker under Maternity Benefit Act 1961 where ESI Act is not applicable | In case of Woman contract workers who has worked at least 80 days, proceeds on maternity leave, she may continue to be paid minimum wages as mentioned above for 12/Contract to weeks, as the case may be, in terms of Maternity Benefit Act 1961. For miscarriage, woman worker will be entitled for wages for Weeks. In case replacement is taken in her place, necessary provision may be made in contract value. In case ESI Act is applicable in the area, such woman worker will claim maternity bonus from ESIC. |
|---|---|---|

13.0 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 Provident Fund, Employee Deposit Linked Insurance and Employee Pension Scheme 1995.

14.0 The Contractor shall have his own ESI Code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act 1948.

15.0 The Contractor shall submit the Electronic Challans Cum Returns (ECR) along with Bank receipts / bank Statement on Monthly basis for the proof of depositing of PF Contribution with Provident Fund Authorities and ESI Contribution with ESI Authorities.

16.0 The Contractor is required to obtain Labour License, if applicable, under the provisions of Contract Labour (R&A) Act, 1970 from the office of ALC (Central), Ministry of Labour, Government of India.

17.0 The Contractor shall discharge obligations as provided under various statutory enactments including the employees Provident Fund and Miscellaneous Provisions Act, 1962, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workman Compensation Act 1923, Employee's State Insurance Act, 1948 and other relevant Acts, Rules and Regulations enforced from time to time.

18.0 The Contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month in the presence of Engineer- In- Charge. After disbursement of wages the authorized representative and Engineer-I- Charge have to verify the payment of

- =====
- wages to the contract workers and sign the E-Banking wage sheet / Bank statement jointly.
- 19.0 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.
- 20.0 The Contractor shall indemnify IGGL against all loses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- 21.0 All personnel deployed by the Contractor should be on the rolls of the Contractor.
- 22.0 No Contract worker below the age of 18 years shall be deployed on the work.
- 23.0 The Contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by the contractor and gives suitable direction for undertaking the contractual obligations.
- 24.0 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 contractor. Contractor has to strictly adhere to the guidelines / instructions issued from time to time.
- 25.0 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.
- 26.0 While confirming to any of these conditions, the Contractor should ensure that no Law of State regarding Labour, their welfare, conduct etc, is violated. The Contractor shall indemnify IGGL for any action brought against him for violation, non-compliance of any act, rules & regulation of Centre / State / Local Statutory Authorities.
- 27.0 All existing and to be amended from time to time the safety / fire rules of IGGL are to be strictly adhered to.
- 28.0 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.

- =====
- 29.0 Payment of wages to the Contract workers must be made through E-banking and duly stamped E-Banking wage sheet / Bank Statement of the bank must be duly certified and signed by both the Contractor & EIC. Further, a copy of certificate and signed duly stamped E-Banking monthly Wage / Bank Statement must be submitted to EIC along with subsequent Monthly Bill.
- 30.0 In Case of accident, injury and death caused to the employees 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 all such liabilities.
- 31.0 The Contractor is required to deposit ESI Contribution 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.
- 32.0 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 / person deployed from a Civil Government Doctor before engagement.
- 33.0 No employees or person of 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.
- 34.0 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.
- 35.0 The Contractor is required to file Half Yearly Return in Form XXIV before concerned ALC (Central), the license Officer within 30 days from the end of Half Year.
- 36.0 Pradhar Mantri Suraksha Bima Yojna: Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the *Pradhar Mantri Suraksha Bima Yojna (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY)* through the participating Bank and submit the proof of such insurance coverage to the satisfaction of IGGL. The cost of Insurance premium amount for both the above schemes shall be borne by the contractor giving

=====

evidence/proof to IGGL in this respect and contractor shall suitably consider the same in their bid. Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years.

37. The following documents shall be submitted by the Agency / Contractor to the Engineer-In- Charge at various stages during the currency of the contract:

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

List of persons along with designation, Employee No. PF Account. ESI Card No. Insurance Coverage No. etc.

Copies of Appointment Letters to the persons to be engaged in IGGL by the Contractor.

Copies of Employment /Identity Card issued by the Contractor for the persons to be engaged in IGGL.

Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.

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 workers.

Copies of allotment of Provident Fund A/c No. and contribution Cards of all individual contract workers engaged by him.

Copy of Employee State Insurance Registration Certificate issued by concerned ESIC (wherever applicable)

Copies of return in FORM-3 submitted by the Contractor to the ESIC with respect to declaration by Contract workers for enrolment with ESIC.

Copies of ESI Identity / Smart Card of persons to be engaged in IGGL.

In Case, ESI is not applicable, copy of insurance coverage / policy along with details contract workers and sum assured in terms of Employees Compensation Act, 1923 and copy of renewal of policy from time to time.

38. At the time of submission of Monthly Bills:

Monthly Bill duly certified by the Contractor or his Authorised Representative.

Copy of Wage register duly certified by the contractor or his Authorised Representative and EIC of IGGL.

Copy of E-banking wage sheet / Bank statement duly stamped by designated bank and duly certified by the contractor or his Authorised Representative and EIC of IGGL.

=====
Copy of E-banking wage sheet duly certified by Authorised 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).

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.

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.

39. Register / Documents to be maintained by the Contractor:

Under Contractor Labour (Regulation & Abolition), Act 1970 & Payment of Wages Act, 1936: During the currency of the Contract, the contractor has to maintain register, e.g.

Muster Roll in FORM-XVIII

Register of Workmen in FORM-XIII

Wage Register in FORM-XVII

Register of Deduction in FORM-XX

Register of Overtime in FORM-XXIII

Register of Fine in FORM-XVI

Register of Advances in FORM-XXII

Issuance and maintenance of wage slip in FORM-XIX

Issuance of valid identity Card by in FORM-XIV

Under Employee State Insurance Act, 1948: During the currency of the Contract, the Contractor has to maintain register, e.g.:

Register of Employees in FORM-6

Accident Book in FORM-11

Under Provident Fund & Misc. Provisions Act, 1952

Monthly return in FORM-5 for employees qualifying for membership of the PF Fund Contribution Card in FORM-4

Return of contribution card sent to Commissioner on expiry of the Financial Year in FORM-6

Consolidated annual contribution statement in FORM-6. Copy of the same should be given to the individual contract worker and EIC every year.

=====
40. At the time of Closure of the Contract:

The contractor has to obtain NO OBJECTION CERTIFICATE (NOC) from HR Section and submit Indemnity Bond of Rs. 100/- duly notarized from Notary Indemnifying IGGL from all liabilities w.r.t. the person engaged by the contractor regarding payment of wages, Provident Fund / ESI Contributions, Insurance and other payments in Performa Indemnity Bond.

41. Notwithstanding anything above, in case of any further requirements under the law or statues due to amendment or change in law, same should be complied by the Contractor.

42. PAYMENT PROCEDURE:

The Contractor shall submit Monthly Bill along with the work details completely by them on prescribed form in duplicate to the EIC after distribution of wages to the deployed manpower. The bidder should give the details of his Bank account in prescribed E-Banking format to facilitate payment through E-banking in case of award of work on him. As per provisions contained in statutory Labour / Industrial Law, copy of wage sheet, wage slip, PF and ESIC latest challans should be enclosed with the monthly bills. The Contractor will be paid within 15 days from the date of submission of bill to EIC subject to the provisions of adjustment of dues and statutory deductions as applicable.

43. WATER & ELECTRICITY:

IGGL shall normally make Water & electricity available free of cost at said locations.

44. CHANGE IN QUANTITIES OF ITEMS DURING EXECUTION:

If the Quantities of any item(s) change to any extent due to any reason whatsoever, the Contractor shall be bound to execute them at the rates quoted by him. The decision of Engineer-In-Charge shall be final & binding.

45. SELF ASSESSMENT OF WORK: The quoted rates shall be deemed to have arrived after first hand self-assessment of the work front by the Contractor by visiting the concerned locations of execution of contract prior to submission of their offer and shall give no reason whatsoever to request for any increase /revision in their quoted / awarded rates and not being aware of local conditions.

46. DEFECT LIABILITY PERIOD: The defect liability period shall be **three months** from the date of actual completion of work. Any defect arising out due to any reason, which

=====

in the opinion of Engineer-In-Charge resulting due to the above, during this period shall be rectified by the Contractor at his own risk & cost.

47. Contractor shall also provide services on Saturday, Holidays including Sunday (Until and Unless instructed otherwise by EIC) and nothing extra shall be payable on this account.

48. Contractor shall in no case lease / transfer / sublet/appoint caretaker for supplying of material services and the personnel to be deployed for carrying out the contractual job, however in case bidder is not in the business of supplying contractual manpower then the same may be allowed to be deployed through another agency under exceptional circumstances based on industry practice & written approval of Competent Authority. However, before approval of Competent authority contractor shall execute an Indemnity Bond in favour of IGGL indemnifying against any liability arising out of Manpower deployment by another agency.

49. The service provider shall defend and indemnify IGGL from all suits, claims, Demands, liabilities, damages and expenses arising out of personal injury or death Resulting there from to any of its personnel, while providing the services.

50. Performance Evaluation of Contracts as per C & P circulars / Guidelines / Procedure.

51. 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 2 years or extended term of the contract.

The rate contract will be for a period of 24 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.

HIRING OF CARETAKING & CATERING SERVICES FOR IGGL TRANSIT ACCOMMODATION AND OFFICE LUNCH AT CORPORATE OFFICE, GUWAHATI

SCOPE OF WORK (SOW)

1. **Catering services at the IGGL Transit Accommodation & IGGL Corporate Office at Guwahati:**

The service provided shall provide the following type of services to Officials/ guests/dignitaries/participants at the Transit Accommodation of IGGL at Guwahati, IGGL corporate office at Guwahati (office lunch only). The service provider should be ready to commence effective operation of catering services in all respect on round the clock basis daily. The service provider has to ensure that catering services are not adversely affected during the given timing. At all time, Cook and adequate support team is available with sufficient food stock. Catering services at Transit Accommodation & IGGL Corporate office shall broadly include the followings.

- i. Tea, Coffee, Soft beverages, etc.
 - ii. Break-fast
 - iii. High-Tea
 - iv. Lunch-Continental/Indian/Chinese
 - v. Dinner-Continental/Indian/Chinese
 - vi. Snacks/Refreshments-Continental/Indian/Chinese
 - vii. Packed lunch/Dinner
 - viii. Outsourcing of food items from external vendors as per requirement
 - ix. Any other type of catering requirement
2. IGGL will provide kitchen appliances, gadgets, equipment and utensils, etc. required for running the catering services in the transit accommodation. A list of such items shall be handed over to the contractor who shall handover the same at the time of closure of contract. The contractor shall be responsible for proper caretaking & maintenance of kitchen appliances, gadgets, equipment's and utensils. In case of failure to return possession of aforesaid infrastructure, IGGL may levy damages as deemed fit, which shall be binding on the contractor. EIC shall make an assessment of the kitchen appliances, gadgets, equipment's and utensils & shall recover costs of damages from the monthly bills of the vendor.
3. Cooks & other workers engaged by the contractor must have knowledge in their respective fields. The service provider must always be equipped to arrange lunch & dinner within 2 hours' notice & any other catering facilities like- high tea, etc. within a short notice of 30 minutes.
4. **Contractor should have a registered office in Guwahati, Dist. Kamrup(M) with telephone Number and Office address and telephone number should be made available with EIC, IGGL.**
5. **The contractor must maintain an office nearer to IGGL Transit Accommodation location with telephone facility. The contractor should have to provide at his own cost competent resident representative/manager/supervisor for efficient execution of this**

=====

agreement.

6. Under the services of catering & care taking, IGGL will reimburse monthly service charges to the vendor towards engaging the required manpower as mentioned in the tender. The service provider will provide the food items at the transit accommodation as per the rates mentioned in **ANNEXURE-1**. IGGL will pay towards food items ordered officially at the same rates. **However, there may be some revision in the rates & the food items as decided by the competent authority of IGGL & on mutual agreement.** The charges for food will normally be collected by the Contractor from the guests as per rates of food items. However, on instruction of EIC in certain cases, the charges are to be claimed through IGGL instead of collecting directly from the guests. Foods for company guests will be served by the contractor as per the given menu (ANNEXURE-1) only and original bills on actual rates for the same certified by the EIC will be submitted by the contractor for payment in the monthly bills against the given SOR item.
7. Service provider will be required to provide catering facility at Special events. However, where rates for additional services are not available in the tender, the same shall be mutually decided on reasonable basis prior to organizing the event.
8. Miscellaneous expenditures for LPG cylinders, tata sky monthly recharges, daily consumables, uniforms for full time contract workers, 02 sets per year (Uniforms will be as decided and approved by EIC), emergency repairing/replacement works, etc. will be incurred by the contractor & it will be reimbursed with monthly bills by IGGL ON ACTUALS as per **ANNEXURE-2** after producing the original invoices certified by the EIC.
9. **Housekeeping & Caretaking of the Transit Accommodation:**
IGGL's Transit Accommodation at Guwahati consists of 13 rooms, other common rooms/areas such as common Lounge, waiting rooms, Kitchen, Receptions & Dining halls, etc. which caters the requirement for boarding & lodging of IGGL executives, Government/District Authorities and other dignitaries etc.

Caretaking and House Keeping Services at IGGL Transit accommodation will include the followings broadly:

- a) Proper, efficient and effective cleaning of premises including sweeping, washing and swabbing of the premises with water / detergent powder / any other suitable cleaning agent as required covering all floors and walls, sanitary fittings, toilets, kitchens, corridors, lounges/dining space, common areas, etc. & other paths/ approaches to the said premises are to be cleaned with brooms / vacuum cleaners / water washing as necessary and to the satisfaction of EIC.
- a) Changing of sanitary cubes, toilet paper rolls as and when required and as per instructions to ensure that toilets are kept clean and equipped with necessary sanitary materials of approved quality.

- =====
- b) Dusting and cleaning of all items of furniture such as tables, chairs, computers, air conditioners, televisions, filings cabinets, almirahs, etc. fixtures, partitions / walls, doors, windows, curtains, Venetian blinds, notice boards, flower vases, ashtrays, dustbins and objects, pictures, drawing board and other items in the premises.
 - c) Brushing /vacuum cleaning of carpets, mats, etc. to ensure neat and clean condition.
 - d) Dusting and cleaning of potted plants and removal of waste material from potted plants and their containers.
 - e) Spraying of air fresheners
 - f) Disposal of waste paper / refuse from waste paper baskets / buckets and waste materials from other places including the kitchen.
 - g) Cleaning and maintenance of crockery, utensils, kitchen appliances, etc.
 - h) Supply of consumables as given in Annexure- IV.

Arrangements for Special Events: There may be special arrangements organized besides regular activities in which the Contractor may be asked to provide the services. For such arrangements, if any, of food-menu is different or in addition, the rates shall be mutually decided prior to the event takes place.

- 10. Proper regular care for the safe maintenance of fittings, fixtures, TV-equipment and furniture will be the sole responsibility of the Contractor. Any damage and or loss caused to the above either by the Contractor himself or by any of his employees shall be made good by the Contractor at his own cost immediately.
- 11. The contractor will take a hand over list of all such items from the EIC & periodic check-list of all these items will be submitted to EIC by the contractor.
- 12. Washing and ironing charges for clothes of the guest(s) shall be collected from the concerned guest(s) by the Contractor/his representative(s), as per rates displayed in the rooms duly approved by IGGL or on actuals. Items like- curtains, table clothes, towels (used in common places) will be washed/ironed after getting the consent of EIC & it will be charged to IGGL on actuals with vouchers certified by EIC along with the monthly bills.
- 13. In order to ensure 'twenty-four [24] hours' of uninterrupted service at the transit accommodation, the contractor shall look after round the clock maintenance of properties of transit accommodation and guests, security of guests and their properties, proper up keep of lobby and surrounding areas, and ensuring ultimate guest-satisfaction.
- 14. Miscellaneous expenditures like laundry services for common places & guest room soft linens consumables, LPG connections, Tata Sky Recharge etc. will be incurred by the contractor & it will be reimbursed with monthly bills by IGGL ON ACTUALS as per **ANNEXURE-2** after producing the original invoices certified by the EIC.
- 15. **Readiness of Rooms for Guests:**
 - a) Contractor shall be responsible to keep rooms ready in all respect within one [01] hour of vacating the rooms by guests.
 - b) Contractor shall ensure that linens of rooms, during the stay of guests, are changed regularly.

- =====
- c) Contractor will also ensure that linen is changed as & when it is requested by the guests.
 - 16. The Contractor shall always keep the transit accommodation & project camp properly and adequately lighted.
 - 17. All equipment and items handed over to the contractor shall remain at the risk and in the sole charge of the Contractor. The Contractor shall be responsible for any loss or damage thereto, arising from any cause other than the accepted risks and shall deliver in its proper condition at the time of expiry of the agreement. An inventory of these items will be made out and signed by the Contractor and IGGL's representative.
 - 18. The Contractor shall keep a Complaint/ Suggestion Book at a pre-designated place to record complaints/ suggestions on services rendered by the Contractor and such complaints shall be taken note of and acted upon immediately, wherever and whenever required.
 - 19. Sufficient stock of items such as consumable raw materials, packed and bottled items shall always be maintained so as to meet normal requirement and any immediate needs of guests. The Contractor shall not be permitted to stop supply of any item for any reason whatsoever.
 - 20. The eatables served by the contractor to the guests shall be completely hygienic, free from any sort of adulteration, unwanted ingredients such as stones, soil, egg-shell, human hair, glass or crockery chips, paper, wood insects, flies or non-usable liquids, ingredients not to be used in the preparation of the dishes. Dishes containing such things shall be rejected. Any item found sub-standard adulterated or of poor quality shall be rejected.
 - 21. Non-vegetarian dishes shall be made of fresh and good-quality mutton, chicken or fish, etc.
 - 22. All vegetables, fruits, etc. used shall be fresh. The Contractor shall be responsible for their hygienic fitness. Milk and milk-products such as curd, yoghurt, cheese, etc. shall be of good standard and should be prepared and served fresh. If any of the above mentioned items are found to be of substandard quality, the same shall be rejected outright.
 - 23. Raw materials like tea, coffee, masalas, ghee, refined oils [loose oil shall not be used] and eatables like bread, butter, jam, etc. to be served to the guests shall be fresh, of good quality and well-known brands
 - 24. Service provider will ensure high quality of food items. No unutilized cooked material is to be stored in IGGL premises & vendor will be responsible for its day-to-day disposal. Unacceptable quality material will be liable for rejection/disposal and/or recovery. Therefore, vendor must ensure that only pre-approved material is brought in IGGL premises.
 - 25. For preparation of various food items adequate raw materials shall be ensured at all time to meet contingencies.

- =====
26. The used cups, saucers, tea-pots, utensils are washed with good-quality, utensil-cleaning agents. Used utensils/ bowls are to be additionally washed in hot water.
 27. The Contractor shall provide Break Fast / Lunch / Dinner/ Beverages/ Snacks whenever required by the guest(s) as per the list of items at **ANNEXURE-1**. Though a fully furnished dining hall exists, room services will be provided if requested by the guest.
 28. If required, contractor will provide food as per the menu in packets/tiffin carriers for occupants of the transit accommodation visiting project sites timely in the morning & in the quantity as advised by the concern EIC. Required carriers/utensils for the same will be provided by IGGL. Bills for the same will be submitted by the contractor on actuals with monthly bills after verification by EIC.
 29. Catering or support services at transit accommodation will not be closed or suspend by the contractor for any reason, whatsoever on its own.
 30. IGGL shall not be responsible for any amount due to the Contractor arising out of supply of foodstuffs delivered by him to any person/individuals.
 31. **Gardening:**
Maintaining the garden in the said premises to ensure it meet specific requirement and expectation as requested by EIC, IGGL.
 - i) Planting and nurturing new plants, shrubs, flowers, bushes
 - ii) Taking care of periodical watering, weeding, cleaning, providing of fertilizers and spraying of pesticides, providing manure to the plants.
 - iii) Removal of unwanted wild grass or growth or control by use of suitable environment friendly chemicals, pruning/cutting of unwanted/dead/broken/branches of trees etc.
 - iv) Removal of dead leaves or weeds, excess water from tray and cleaning of the flower pots on regular basis.
 32. **Accommodation & Transport arrangement:**
The contractor has to make own arrangement for accommodation & transportation for himself & staff deployed by him and also for marketing of food staff & other materials required in the transit accommodation.
 33. **Cleanliness:**
 - a) Service provider will be responsible for basic cleaning of kitchen and kitchen equipment's (including chimney) used for providing catering facility and disposal of wet and dry garbage/waste material like Tea leaves, leftover food in proper refuse bins on daily basis. Bin bags shall be used in all the dust bins in dining hall and kitchen for easy collection and disposal so that the dust bins are maintained neat, clean and in a hygienic condition.
 - b) Tea-leaves, left-over food, and other discarded items will be collected in proper refuse-bins and disposed of properly. It shall be the responsibility of the Contractor to dispose of garbage, accumulated during the operation of

=====

this Contract, at least once a day and/or at any time when garbage is accumulated in quantities more than the capacity of the dustbin/garbage-drum. The Contractor shall ensure that garbage should never be kept overnight in the premises of Transit accommodation & project camp.

- c) It shall be the responsibility of the contractor to provide necessary toiletries like soap, liquid soap of good quality & washed towels at the wash basin area of its work area.
- d) Adequate sets of uniform at least 2 sets per year should be provided by the service provider to the deployed staff so as to maintain proper hygiene in day-to-day functioning. Sample of such uniform shall be approved by EIC.

34. **Inspection:**

The service provider shall allow the concern EIC/officials of IGGL as & when desired to inspect the foods regarding quality, hygiene, etc. The service provider shall abide by all laws applicable in this regard.

35. In case of any dispute regarding the services, quality or the quantity of the food stuff, snacks, tea, etc., the decision of the Engineer-In-charge of IGGL will be final and binding.

36. The service provider shall inform in writing and declare one of his employees as authorized representative for day-to-day coordination. Contractor or its representative shall also be available in some official meeting/discussion regarding the catering & caretaking services of the transit accommodation & project camp on as & when required basis.

37. The service provider must always ensure that only permitted LPG cylinders are brought in IGGL premises for cooking purpose. The cylinders must be fitted with company (government approved supplier) approved regulators and gas supply pipe/equipment's ensuring safety at all times.

38. **Medical:**

The service provider will ensure that all personnel engaged in the transit accommodation are medically fit and medical certificates shall be furnished to IGGL. The service provider will furnish medical certificates of staff deployed once in a year the preferably from Govt hospital or any other Pvt hospital at its own cost. During the medical examination, if any of the staff of the service provider is found medically unfit for continuation under this contract, the service provider will have to immediately relieve such employee forthwith and provide suitable substitute immediately. The service provider will be responsible for any compensation to such employees who are declared as medically unfit.

39. **Timing for Housekeeping:**

The attendance of the contract workers will be monitored on daily basis. The daily attendance of the staff will be maintained by the Contractor and it will be informed to the EIC so that verification of attendance can be done while processing for reimbursement of wages.

=====

40. **Catering Service for Office Lunch:**

The IGGL corporate office at Guwahati is at 7th Floor of NRL Centre ,122A ,G S Road, Christian Basti, Guwahati, Assam -781005.

There is a requirement of office lunch for an average 20 to 40 persons daily on the working days. The lunch for required numbers (which will be informed from the office at about 10:00 am every day) will be prepared at the Transit accommodation of IGGL using the same facilities there and will be carried in hot cases supplied by IGGL most safely & hygienically to IGGL Corporate Office by 1:00 pm.

The required serving plates, bowls, spoons, etc. will be available in the IGGL office.

The staff of the contractor (minimum 2 persons) carrying the food from Transit accommodation to IGGL office will serve the food in the standard way and collect the used plates, spoons, etc. for proper cleaning there itself after disposal of left overs in the dustbins.

IGGL will provide the transportation service for food & staff from IGGL Transit accommodation to office & bringing back the same to transit accommodation. However, under emergency conditions, the transportation may have to be arranged by the contractor which will be reimbursed on actual on production of original bills certified by EIC in the monthly bills.

The menu & rates for the office lunch will be as per the **ANNEXURE-3** which may be reviewed/modified by the concern authority sometimes on mutual agreement.

The payment for the meals will be charged individually by the contractor on monthly basis. There will be no other payment for the office lunch.

41. **Required Manpower:**

To carry out the care taking & catering services as mentioned above very smoothly & in the most efficient way, the contractor will engage the following manpower at the transit accommodation (Guwahati) throughout the contract.

- a) **Skilled Category- 2 person (1 part-time):** He will have proper knowledge and experience in care taking & catering, culinary expertise in the field of Chinese, Indian, Continental, Salads, snacks, soups etc., cooking & serving of various food and in any other related field in this regard.
- b) **Semi- Skilled Category- 2 persons:** They will have proper knowledge and experience in care taking & catering, cooking & serving of various food and in any other related field in this regard.
- c) **Un-Skilled Category- 2 person:** He/She will have proper knowledge and experience in sanitary cleaning, house-keeping, care taking, etc. and in any other related field in this regard.
- d) **Unskilled Category – 1 person (Part time) :** The person will be responsible for upkeep of Garden, Lawn & potted plants for IGGL, TBA

ANNEXURE-1

MENU & RATES FOR TRANSIT ACCOMMODATION AT GUWAHATI

| S/N | Items | RATE (INR) |
|-----|--|------------|
| 1 | Breakfast [Ordinary]: | |
| | Omelet of 2 Eggs, with 4 slices of toasted Bread, Butter/Jam, Tea/Coffee | 40 |
| 2 | 2 Nos. of stuffed Parathas, with Curd/Butter, Tea/Coffee | 40 |
| 3 | 2 Nos. of Roti & Sabji, with Curd/Butter, Tea/Coffee | 40 |
| 4 | South Indian Dish: | 40 |
| | 2 pieces idly with sambar and coconut chutney (80 gram each) | |
| | 2 pieces vada with sambar and coconut chutney (80gram each) | |
| | (Any one item of the above) and Tea /Coffee | |
| 5 | Lunch/Dinner [Ordinary]: VEG | 65 |
| | 4 Chapattis, Dal/Rajma (100 grams), Seasonal Vegetable (75 grams), Rice (125 grams), Raita/Curd (100 grams), with Salad, Pickle & Papad. | |
| 6 | Lunch/Dinner [Ordinary]: VEG with Paneer | |
| | 4 Chapattis, Dal/Rajma (100 grams), Seasonal Vegetable (75 grams), Rice (125 grams), Paneer, Raita/Curd (100 grams), with Salad, Pickle & Papad. | 90 |
| 7 | Lunch/Dinner [Ordinary]: NON-VEG (Egg Curry) | |
| | 4 Chapattis, Dal/Rajma (100 grams), Seasonal Vegetable (75 grams), Rice (125 grams), Egg Curry, Raita/Curd (100 grams), with Salad, Pickle & Papad. | 75 |
| 8 | Lunch/Dinner [Ordinary]: NON-VEG (Chicken/Fish) | |
| | 4 Chapattis, Dal/Rajma (100 grams), Seasonal Vegetable (75 grams), Rice (125 grams), Chicken/Fish, Raita/Curd (100 grams), with Salad, Pickle & Papad. | 100 |
| 9 | Lunch/Dinner [Ordinary]: CHINESE (Chicken/Veg) | |
| | Veg Fried Rice/ Veg Noodles, Chilly Paneer/ Veg Manchurian (Gravy), Chilly Chicken / Chicken Manchurian (Gravy), Salad | 100 |
| 10 | Snacks [per Plate]: | |
| | (a) Veg. Pakkoda (200 grams) | 30 |
| | (b) Salad (full-plate) | 30 |
| | (c) Salad (half-plate) | 15 |
| | (d) Papad (per pc.) | 07 |
| | (e) Masala Papad | 10 |
| | (f) Boiled Eggs (2 pcs) | 20 |
| | (g) Omelet (2 Eggs)/Maggi etc. | 20 |
| 11 | Tea | 10 |
| 12 | Coffee 150 ML | 20 |
| 13 | Canned Juice | As per MRP |
| 14 | Additional eatables/items not specified above | As per MRP |

ANNEXURE- 2

(Miscellaneous Expenditures on Actuals for a period of 24 months at the Transit Accommodation, Guwahati)

| S No | Description | UoM | Qty | Rate (INR) | Amount | Remarks |
|---------------------|--|-----|-----|------------|----------------|---|
| 1 | Newspaper & Magazines subscription per month | LSM | 1 | 24000 | 24000 | |
| 2 | Emergency repairing/replacement | LSM | 1 | 36000 | 36000 | For items like- pressure cookers, mixer grinders, plumbing etc. |
| 3 | Consumables items | LSM | 1 | 293982 | 293982 | Housekeeping, Toiletries, Sanitary items etc |
| 4 | Re-imburement of cost for LPG cylinder | No | 60 | 3000 | 180000 | Commercial LPG |
| 5 | To & Fro Transportation for Office Lunch | LSM | 1 | 5000 | 5000 | Only on emergency |
| 6 | Periodical Pest Control/Anti-Rodent Treatment- Quarterly | LSM | 1 | 40000 | 40000 | For the rooms & common places |
| 7 | Tata Sky recharge | LSM | 1 | 244800 | 244800 | For 17 connections @ ₹ 600 per month/TV. |
| 8 | Food for Guests | LSM | 1 | 2321400 | 2321400 | 12 Nos. of Company Guest (PMC Officials, Statutory persons etc) |
| 8 | Uniform- 2 Sets per year (5 persons) | LSM | 1 | 50000 | 50000 | |
| TOTAL AMOUNT | | | | | 3195182 | |

Note: All the above items will be claimed by the contractor on actuals with vouchers along with monthly bills.

=====

ANNEXURE-3 (Daily Office Lunch for IGGL Office, Guwahati)

1) **Day wise menu:**

- Monday: Fish Meal
- Tuesday: Paneer Meal
- Wednesday: Chicken Meal
- Thursday: Veg Meal
- Friday: Fish Meal
- Saturday: Chicken Meal/ Chinese Meal
- NOTE: Veg meal can be opted on any day.

2) **Menu Items:**

Veg Meal

1. Rice
2. Roti
3. Dal fry
4. Vegetable- gravy type
5. Vegetable- Dry type
6. Chutney/Salad/Papad
7. Curd

Non-veg/Paneer Meal

1. Rice
2. Roti
3. Dal fry
4. Vegetable- gravy type
5. Vegetable- Dry type
6. Chutney/Salad/Papad
7. Curd

NOTE: For vegetarians, menu will be as per the VEG MEAL & special items like- paneer, etc. will be extra.

3) **Rates (INR):**

- Veg Meal: 65.00
- Egg Meal: 75.00
- Paneer Meal: 90.00
- Fish Meal: 100.00
- Chicken Meal: 100.00
- Chinese Meal: 100.00

NOTE: Vegetarians will be charged as per the VEG MEAL. However, rates will extra for items like- paneer, etc

=====

Annexure- 4 (Monthly requirements of consumables)

| Sl No. | Description | UOM | Quantity |
|---------------|--|------------|-----------------|
| 1 | Hand wash liquid soap - Dettol or approved equivalent (200 ml) | Each | 3 |
| 2 | Floor cleaner cum disinfectant - Lizol or approved equivalent (500 ml) | Each | 3 |
| 3 | WC / Urinal cleaner – Harpic / Domex or equivalent (500 ml) | Each | 3 |
| 4 | Air freshener / Room Freshener Spray – Odonil / Godrej / Lovin or other equivalent brand (as approved by EIC) (min 200 ml) | Each | 2 |
| 5 | Air freshener for bathroom fragrances – Godrej Aer Pocket or other equivalent brand (as approved by EIC) (10 gm pack each) | Each | 14 |
| 6 | "Hit" (Red) for Cockroach and "Hit" (Black) for mosquito (700 ml) | Each | 02 |
| 7 | Toilet paper roll (as approved by EIC) | Each | 28 |
| 8 | Napthalene Balls – Trishul or other equivalent brand (as approved by EIC) (100gm) | Packet | 02 |
| 9 | Floor Phenyl - Cross / Lamp / Trishul Phenyle or other equivalent brand (as approved by EIC) (450 ml) | Each | 02 |
| 10 | Citronella – Nilgiri products or other equivalent brand (as approved by EIC) (100 ml) | Each | 02 |
| 11 | Glass and surface Cleaner liquid spray -Colin or other equivalent brand as approved by EIC. 500ml. | Each | 02 |
| 12 | Detergent- Surf Excel, Tide or other equivalent brand as approved by EIC (1kg) | Each | 02 |
| 13 | Dishwash Liquid- Vim or other equivalent brand as approved by EIC (250ml) | Each | 04 |
| 14 | Dishwash Soap/Bar – Vim or other equivalent brand as approved by EIC (125 g) | Each | 04 |

| | | | |
|----|---|------|------------------|
| 15 | Tissue paper Napkin 3ply 33x33 cm, 50 count- Origami or equivalent brand as approved by EIC | Each | 30 |
| 16 | Garbage Bag =Medium 30 bags, Shalimar/Ezee or other equivalent brand as approved by EIC. | Each | 20 |
| 17 | Garbage Bag =XXL 30 bags, Shalimar/Ezee or other equivalent brand as approved by EIC. | Each | 02 |
| 18 | Brush / Broom | Each | 02 (Quarterly) |
| 19 | Toilet Brush with Stand | Each | 02 |
| 20 | Dish Scrubber- Scotch Brite | Each | 05 |
| 21 | Cobweb Brush | Each | 01(Halfyearly) |
| 22 | Mop with stand | Each | 02(Quarterly) |
| 23 | Floor Mop (Cloth) | Each | 02 |
| 24 | Dustpan | Each | 02(Yearly) |
| 25 | Bathroom Floor Wiper | Each | 14(Yearly) |
| 26 | Kitchen Knives | Each | 02 (Quarterly) |
| 27 | Cleaning Cloth for glass & tables (microfibre cloth) | Each | 01 |
| 28 | Apron | Each | 02 (Half yearly) |



SECTION-VII

PRICE SCHEDULE

SCHEDULE OF RATES (SOR)

SUB: HIRING OF SUPPORT SERVICES FOR CARETAKING & CATERING AT THE IGGL TRANSIT & BACHELOR ACCOMMODATION AT GUWAHATI AND CATERING SERVICES (OFFICE LUNCH) AT IGGL OFFICE (GUWAHATI) FOR A PERIOD OF 02 (TWO) YEARS EXTENDABLE BY 06 (SIX) MONTHS.

Tender No.: IGGL/GHY/C&P/HR/TBA&CS/10-22 (E –TENDER NO. IGGL-100042)

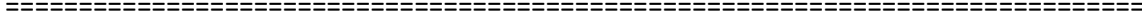
Name of Bidder: M/s _____

| Sl. No. | Description | Qty. | UoM | Rate (In Rs.) | Amount (In Rs.) |
|---------|---|--------------|---------|--|-----------------|
| 1. | Wages for Skilled-1 person along with off day reliever (As per minimum wages fixed by Govt w.e.f. 01.04.2022) | 24 | Month | 22,020.00 | 5,28,480.00 |
| 2. | Wages for Skilled-1 person on part-time basis (As per minimum wages fixed by Govt w.e.f. 01.04.2022) | 2,64,228.00 | Lumpsum | 1.00 | 2,64,227.97 |
| 3. | Wages for Semi Skilled-2 persons along with off day reliever (As per minimum wages fixed by Govt w.e.f. 01.04.2022) | 48 | Month | 18,750.00 | 9,00,000.00 |
| 4. | Wages for UnSkilled-2 person along with off day reliever (As per minimum wages fixed by Govt w.e.f. 01.04.2022) | 48 | Month | 16,590.00 | 7,96,320.00 |
| 5. | Wages for UnSkilled-1 person on part-time (As per minimum wages fixed by Govt w.e.f. 01.04.2022) | 1,72,548.00 | Lumpsum | 1.00 | 1,72,548.00 |
| 6. | Overtime @ twice the hourly rate of minimum wage for working beyond 48 hours a week and 9 hours a day. | 3,70,800.00 | Lumpsum | 1.00 | 3,70,800.00 |
| 7. | Provision for revision of minimum wages & other social security @ 20% of minimum wages for 2 years | 5,32,315.20 | Lumpsum | 1.00 | 5,32,315.20 |
| 8. | Service Charge (including management overhead, other charges & profit, etc.) @.....% (to be quoted) on above item no. 1, 2, 3, 4, 5, 6 & 7. | 35,64,691.17 | Lumpsum | Percentage to be quoted by the bidder | |

| Sl. No. | Description | Qty. | UoM | Rate (In Rs.) | Amount (In Rs.) |
|---|---|--------------|---------|---------------|-----------------|
| 9. | Contributions for PF contribution including Employee Deposit Linked Insurance (EDLI) & Administrative Charges @ 13%, ESI @3.25%, Leave wages @8.33%, Bonus @ 8.33%, Gratuity @ 4.81% of minimum wages (Total= 37.72%) | 8,39,194.56 | Lumpsum | 1.00 | 8,39,194.56 |
| 10. | Miscellaneous Expenditures ON ACTUALS (as per ANNEXURE-2 of SOW) | 31,95,182.00 | Lumpsum | 1.00 | 31,95,182.00 |
| Total amount without GST: | | | | | |
| GST @18% (excluding sl. no.10): | | | | | |
| Grand Total including of GST @18%: | | | | | |

NOTE TO BIDDERS:

1. Bidder will quote for the SERVICE CHARGE in percentage only in the BoQ, provided in the e-tendering portal
2. Service Charge quoted by the bidder should be more than zero & service charge quoted in negative shall lead to rejection of bid.



SECTION-VIII

ATTACHMENTS

PROFORMA FOR CONTRACT AGREEMENT

LOA No/PO No.: IGGL/

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

WHEREAS

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

=====

CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

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

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

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

AND

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

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the



=====
CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

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

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

Signed and Delivered for and on behalf of IGGL

Signed and Delivered for and behalf of M/s _____

Date: _____

Date: _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____