



**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUDIO-VISUAL(AV)
& VIDEO CONFERENCING (VC) SYSTEM FOR IGGL'S CORPORATE OFFICE**

**TENDER NO.: IGGL/GHY/C&P/HR/AV SYSTEM/12-22
(E –TENDER NO: IGGL-100046)**

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](http://Govt.CPP Portal - https://etenders.gov.in)***

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SECTION-I
INVITATION FOR BID (IFB)

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SECTION-I
"INVITATION FOR BID (IFB)"

Ref No: IGGL/GHY/C&P/HR/AV SYSTEM/12-22

Date: 08.12.2022

To,

SUB: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUDIO-VISUAL(AV) & VIDEO CONFERENCING (VC) SYSTEM FOR IGGL'S CORPORATE OFFICE

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)	SCOPE OF SUPPLY/PROCUREMENT	SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUDIO-VISUAL(AV) & VIDEO CONFERENCING (VC) SYSTEM FOR IGGL'S CORPORATE OFFICE				
(B)	TENDER NO. & DATE	IGGL/GHY/C&P/HR/AV SYSTEM/12-22 (E-Tender No. IGGL-100046)				
(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><i>E-TENDER NO: IGGL-100046</i></p>	E-TENDER	<input checked="" type="checkbox"/>	MANUAL	<input type="checkbox"/>
E-TENDER	<input checked="" type="checkbox"/>					
MANUAL	<input type="checkbox"/>					
(E)	CONTRACTUAL DELIVERY DATE	The contractual period for completion for the subject job, as per the provisions of the contract and shall be 45 (Forty-Five) days from date of issue of LoA/PO				

(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	<input checked="" type="checkbox"/>
		NOT APPLICABLE	<input type="checkbox"/>
		<p>EMD Amount: Rs.1,19,400.00</p> <p>Note:</p> <p>1. MSE's are exempted from submission of EMD in accordance with the provisions of PPP-2012. 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 (Refer clause no.9 of ITB & BDS for details)</p>	
(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-3A	
(G)	DUE DATE & TIME OF BID-SUBMISSION	Date: 29.12.2022 Time: 14:00 HRS.	
(H)	DATE AND TIME OF UN-PRICED BID OPENING	Date: 30.12.2022 Time: 14:00 HRS	
	DATE, TIME & VENUE OF PRE-BID MEETING	Date: 15.12.2022 Time: 11:30 HRS Venue: IGGL Office, 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam /ONLINE (Refer Clause (Xiii) of Instruction to Bidders)	
(I)	CONTACT DETAILS OF TENDER DEALING OFFICER	<p>1) Name: Mr. Kulajit Talukdar, Designation: General Manager (C&P) Phone No.: 9531101226/8 E-mail: kulajit.talukdar@iggl.co.in</p> <p>2) Name: Mr. Udayan Das, Designation: Deputy General Manager (C&P) Phone No.: 9531101228/6 E-mail: udayan.das@iggl.co.in</p> <p>3) Name: Mr. Santanu Bhattacharyya, Designation: Senior Manager (C&P) Phone No.: 9531101228/6 E-mail: santanu.bhattacharyya@iggl.co.in</p>	
(J)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From: 08.12.2022 to 29.12.2022 upto 14:00 Hrs, (IST) on following websites: IGGL Website – https://iggl.co.in/ Govt. CPP Portal - https://etenders.gov.in	

(K)	DEALING IGGL'S OFFICE ADDRESS	INDRADHANUSH GAS GRID LIMITED 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam
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Note: In case of the days specified above happens to be a holiday in IGGL, the next working day shall be implied.

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- 3.0 Bids must be submitted strictly in accordance with Clause No. 5 of ITB (Section-III) depending upon Type of Tender [refer Clause no. 2.0 (D) above]. The IFB is an integral and inseparable part of the Tender 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 in 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 & Time of Bid Submission, to the address mentioned in Bidding Data Sheet (BDS): [Annexure-I to Section-III]:-
- (i) EMD/Bid Security /Declaration for Bid Security (as applicable)
 - (ii) Power of Attorney
- 5.0 In case of Manual Bids, bids complete in all respect should reach at the address/Tender Box specified in BDS on or before the Due Date & Time of Bid Submission. 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 (J) 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. 1 of ITB (Section-III)
- The Tender Document calls for offers on single point "Sole Bidder" responsibility basis and in total compliance of Scope of Supply /Specification(s) as specified in Tender Document.
- 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.
- 9.0 System generated Request for Quotation (RFQ), if any, shall also form an integral part of the Tender Document.
- 10.0 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. : 9531101226/8



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.29.84 lakhs**

***Similar work:** "Experience of installing AV & VC system performing satisfactorily in any Govt. Organization/Pvt. Organization/Educational Institute / R&D Institute/ PSUs"

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

Note 1:

- (i) The Bidder must be OEM or authorized channel partner/authorized dealer/reseller/Business partner of the offered items having authorized maintenance service setup in Assam/North-East. If bidder is not the OEM of the offered item/model; Authorization letter from OEM mentioning the Tender/RFQ number for participating in this tender with sign and seal will be required. Authorization letter to be enclosed, else bid will be rejected.
- (ii) The bidder must mention the make and model of the equipment offered. The Bidder to comply the technical specification of all items as mentioned in the tender. Detailed technical literature of the product mentioned/offered is to be complied and enclosed along with the bid. If the information is not provided in the bid, the bid will be rejected.
- (iii) The bidders must submit the job completion certificate issued by end user/owner certifying successful supply and installation of AV & VC in all aspect with reference to the experience mentioned in clause no.1.1.1
- (iv) The bidders must provide warranty certificate from OEM. Post installation warranty maintenance services will be directly provided by the manufacturer through bidder.
- (v) The Bidder must have valid ISO: 9001:2015 standard Certification
- (vi) The bidder should have qualified and experienced support engineers having thorough knowledge AV & VC systems installation process. The bidder's must have a team on its own payroll with experience of above equipment. Undertaking from the authorized signatory of the bidder to be submitted.
- (vii) The bidder will have to submit the technical bid for all items (point wise in a tabular format) mentioning the compliance/non-compliance of the technical specifications mentioned in the tender.

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- (viii) The bidder should have office setup in north-eastern region of India and should have knowledge of installation of AV & VC systems.

Special note to bidders

- a) Bidders are required to clearly mention the relevant work experience as mentioned above.
- b) Bidder should have good support infrastructure in Assam/North-East.
- c) The bidder should clearly mention Telephone Nos. and email address of concerned person.
- d) A Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting BEC of this Tender Document. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.

1.2 BEC (FINANCIAL):

- Not Applicable

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

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

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

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

1.4 Only documents (Purchase Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries, if any, during evaluation of Bids.

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

- Not Applicable.

1.6 DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC

(i) Technical Criteria of BEC:

BEC Clause no.	DESCRIPTION	DOCUMENTS REQUIRED FOR QUALIFICATION
1.1.1	Technical criteria	<p>a) Authorization letter from original equipment manufacturer (OEM) mentioning the Tender /RFQ number for participating in this tender with sign and seal will be required. Authorization letter to be enclosed.</p> <p>b) Detailed work order along with Schedule of Rates (SOR).</p> <p>c) Completion certificate issued by end user/Owner (or their consultant who has been duly authorized by owner to issue such certificate)</p> <p>d) The completion certificates shall have details like work order no./date, brief scope of work, completion date, job completion value etc.</p>

Sl. No.	General	
1	The Bidder should have a registered office in India.	Certificate of incorporation.
2	Company must be registered with appropriate authorities for all applicable statutory duties/taxes.	Valid documentary proof of: -GST number -PAN/TAN number
3	The bidder or its group shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Declaration in this regard by the authorized signatory of the bidder and duly notarized by concerned authority.

4	Acceptability of all conditions contained in the Tender Document by the Bidder. No further deviations to any mentioned clause shall be sought for.	Declaration by an authorized signatory of the bidder.
5	The bidder will not Sub-Contract the work/contract awarded.	An undertaking to this effect has to be submitted by the successful bidder.
6	The bidder should have ISO: 9001:2015 Certificate	A copy of the certification to be enclosed.

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 Bid Evaluation Criteria (BEC) to be furnished by the bidder shall be **duly certified/attested by Chartered Engineer and Notary public with legible stamp.**

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

- Not Applicable

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*.

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- (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

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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

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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:

The order shall be finalized on overall lowest cost basis as per the following methodology:

- i)** The evaluation of all techno-commercially acceptable bids shall be carried out on total quoted price (including packing forwarding charges, freight charges & GST etc.) for entire scope of work, after arithmetic check. Accordingly, order will be awarded to lowest bidder for all items on overall lowest cost basis.
- ii)** The original bid closing date shall be considered by IGGL for evaluation of BEC criteria even in case of any extension of the original bid closing date.
- iii)** The bids conforming to the terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria as well as verification of any or all documents/documentary evidences pertaining to BEC.
- iv)** In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year

UNDERTAKING ON LETTERHEAD

To,

M/s Indradhanush Gas Grid Limited (IGGL)

SUB: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUDIO-VISUAL(AV) & VIDEO CONFERENCING (VC) SYSTEM FOR IGGL'S CORPORATE OFFICE

TENDER NO: IGGL/GHY/C&P/HR/AV SYSTEM/12-22

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:

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Appendix-A1 to Section II

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

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

Whereas

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

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

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

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

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- 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)

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Appendix-A2 to Section II

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

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

FOR

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

TOWARDS

M/s Indradhanush Gas Grid Limited, a company duly registered under the law of India having its Registered Office at 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam, 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

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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)



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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

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Appendix-A2A to Section II

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

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

The above certificate should be enclosed along with the Guarantee

Appendix-A3 to Section II

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

To,

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-781005, 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.



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

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

Name

Designation

Yours faithfully,

Bank by its Constituted Attorney

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

E-mail:

Telephone/Mobile No.:

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

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

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

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

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

Field Number	Particulars
7037	IGGL938956645

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

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

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

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

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CUT-OUT SLIPS

DO NOT OPEN - THIS IS A QUOTATION

Bid Document No.: IGGL/GHY/C&P/HR/AV SYSTEM/12-22 (E-TENDER NO. IGGL-100046)

Description : SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUDIO-VISUAL(AV) & VIDEO CONFERENCING (VC) SYSTEM FOR IGGL'S CORPORATE OFFICE

Due Date & Time : 29.12.2022 at 14:00 hrs.

From:

To:

.....	GM (C&P) 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam PHONE: :9531101226/8 (Extension: 121)
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{To be pasted on the envelope containing Bid (in case of Manual Tendering)/ Physical documents (in case of e-Tendering)}



SECTION-III

INSTRUCTION TO BIDDERS

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

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SECTION-III

INSTRUCTION TO BIDDERS

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

[A] – GENERAL

1 SCOPE OF BID & ELIGIBLE BIDDERS

- 1.1 The Purchaser as defined in the "General Conditions of Contract-Goods [GCC-Goods]", wishes to receive bids as described in Invitation for Bid (the "**Tender Document /Bid Document**") issued by the Purchaser. Purchaser/Owner occurring herein under shall be considered synonymous.
- 1.2 **SCOPE OF BID:** The scope of Supply shall be as defined in the Tender Document.
- 1.3 **ELIGIBLE BIDDERS:** 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. 28" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).

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.

- 1.4 If the Tender Document is/was issued inadvertently to such Bidder/ downloaded from website by such Bidder (bidder on Holiday/Banned/Blacklist as per 1.3 above), then Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award and in case of Manual Tendering, such Bid will be returned immediately to the Bidder. In case there is any change in status of the declaration prior to award of Contract (the '**Contract / Purchase Order**'), the same has to be promptly informed to IGGL by the Bidder.
- 1.5 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 provision of ITB.

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1.6

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

Bidders are required to submit a confirmation for no conflict of interest with other bidders in ATC.

(iii) Alternative Bids shall not be considered.

(iv) The provisions mentioned at sl. no. (i) and (ii) 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.

1.7 **Power of Attorney:**

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

- 1.8 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.

2. **BID PRICES**

- 2.1 The Bidder is advised to visit and examine the site 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 supply/job. The costs of visiting the site and cost of bidding shall be borne by the Bidder.
- 2.2 The bidder must quote their prices in price schedule format, indicating all break-up of prices. The prices should be inclusive of all taxes & duties except GST on finished goods as applicable. Freight up to site shall be quoted as per "Price Schedule/ Schedule of Rates [SOR]". The prices shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever; until any price escalation/variation is allowed elsewhere in the Tender Document.
- 2.3 Prices must be filled exactly in the format for "Price Schedule/ Schedule of Rates [SOR]" enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc. is noticed, the Bid is liable to be rejected.

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- As stated elsewhere in tender, bidder is required to quote all components of Price Schedule. In case, it is found that some of components of Price schedule viz. Freight, Ocean/Air Freight Charges, Incidental Services Component, etc. are left blank or quoted "Nil/Zero" in Price Bid, the same shall be considered inclusive in total quoted price for evaluation and ordering. No confirmation from the bidder shall be sought in this regard.
- 2.4 The delivery basis of the goods is mentioned in BDS. If the Goods are dispatched through dedicated full truck load, date of receipt of Goods by Purchaser at its designated site(s) /Store shall be considered as the date of delivery. Similarly, in case of break-bulk dispatches, the date of LR/GR shall be considered as date of delivery. The delivery terms [other than those mentioned in BDS] shall be interpreted as per INCOTERMS®2010 or its latest version.
 - 2.5 Further, Bidder shall also mention the Harmonized System Nomenclature (HSN) at the designated place in Price Schedule/Agreed Terms & Conditions.
 - 2.6 For transit Insurance arrangement refer BDS.
 - 2.7 Materials are to be transported through a registered common carrier as per Section 3 of Carriage by the Road Act, 2007
 - 2.8 Information related to evaluation of bid shall not be disclosed by Bidder or any other person not concerned with such process. Any effort by a bidder to influence Purchase may result in action as per procedure.
 - 2.9 PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the original ordered quantity (s) without any change in unit price or other terms and conditions

[B] – TENDER DOCUMENT

3 CONTENTS OF TENDER DOCUMENT

3.1 The contents of Tender Document are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s) ' issued:

- Section-I: Invitation for Bid [IFB]*
- Section-II: BID EVALUATION CRITERIA [BEC] & Evaluation methodology
- Section-III: Instructions to Bidders [ITB], Annexure, Forms & Format**
- Section-IV: General Conditions of Contract [GCC]***
- Section-V: Special Conditions of Contract [SCC] & Scope of Work [SOW]
- Section-VI: Drawing (wherever applicable) and scope for incidental services (wherever applicable)
- Section-VII: Price Schedule/ Schedule of Rates

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

**The subject tender is based on standard formats and applicability of some specific clauses may be seen in Annexure-I to Section-III i.e. BDS (Bidding Data Sheet).

***General Conditions of Contract – Goods is attached along with Tender Document.

Bidder should study complete tender and quote accordingly. Failure to furnish all information as required in the Tender Document is liable for rejection

4. CLARIFICATION AND AMENDMENT OF TENDER DOCUMENT

4.1 Any clarification/ addendum/ corrigendum issued either based on Bidder's query or at IGGL's initiative at any time prior to the 'Due Date & Time of Bid Submission' shall be integral part of the Tender Document and shall be web hosted as per Section I of Tender. The Purchaser, if consider necessary, may extend the bid due date

[C] – PREPARATION OF BID

5. DOCUMENTS COMPRISING THE BID

5.1 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.

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

Bidders are requested to refer instructions for participating in E-Tendering (Annexure-IV 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: -

PART-I: "TECHNO-COMMERCIAL / UN-PRICED BID"

Part-I of the Bid shall be submitted in Envelope - I and shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letter head' clearly specifying the enclosed contents with index
- (b) All the forms and Format of tender documents duly filled in and signed.
- (c) Copy of Price Schedule/ Schedule of Rate (SOR) with prices blanked out but mentioning "Quoted" / "Not Quoted" (as applicable) written against each item, in support of having submitted prices in the Priced Bid/SOR strictly in the format provided in the Tender Document.
- (d) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document
- (e) Power of Attorney, in favour of the authorized signatory of the Bid, as per clause no.1.7 of ITB
- (f) 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.
- (g) 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.
- (h) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document.

Note: In case of manual tendering, all the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder holding POA.

PART-II: Price Bid

The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned below and to be uploaded in financial bid in the e-tender portal.

Notes:

- i) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the Bid. In case Bidder(s) intend to offer any

Rebate/Discount, they should include the same in the item rate(s) itself under the "Price Schedule/ Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.

- ii) 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 Bid.
- iv) In case, it is observed that any of the Bidder(s) has/have offered *suo-moto* Discount/Rebate after opening of unpriced bid but before opening of price bid, 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 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 Bidder, while evaluating the un-priced part of the Bid, any of the bidders offers upward revised prices; such Bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) 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

5.4 **In case the bids are invited under e-tendering system**, Bidders are requested to refer instructions for participating in e-Tendering, Bidders manual kit and FAQs available in e-tender Portal. Bids submitted manually shall be rejected.

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.

Further, Bidders must submit the original "EMD" and Power of Attorney and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.

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

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

In case of Manual tender both Part-I and Part-II will be put in an outer envelope with cut out slip and will be delivered to address as per tender within Bid Due date & Time

5.5 In case of bids invited under Single Bid System (clause no. 2.0(C) of IFB refers), a single envelope containing all documents specified above shall form the Bid

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

6.1 Within the contractual delivery period, the statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services shall be to IGGL's account. Beyond the contractual delivery 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 Supplier's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Purchaser.

Beyond the contractual delivery period, in case IGGL is entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to IGGL's account. The base date for the purpose of applying statutory variation shall be the Bid Due Date.

In case of statutory variation(s) in the taxes & duties mentioned at clause no. 6.1 above, the Supplier 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. Claim for payment of Statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two [02] months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained

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

6.2 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier 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.

6.3 Supplier shall ensure timely submission of correct invoice(s), **as per GST rules/regulation**, with all required supporting document(s) to enable IGGL to avail input credit of **GST (CGST & SGST/UTGST or IGST)**. Further, returns and details under GST laws & rules should be timely filed by the Supplier. 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

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in the invoice(s) and shall be entitled to deduct/ setoff /recover such **GST (CGST & SGST/UTGST or IGST)** together with all penalties and interest, if any, against any amounts paid or payable by IGGL to the Supplier.

6.4 The supplier shall mention the particulars of Indradhanush Gas Grid Limited (IGGL), (place specified in BDS) on the Invoice. Besides, if any other particulars of IGGL are required to be mentioned, under **GST rules/ regulations** on the date of dispatch, the same shall also be mentioned on the Invoice.

6.5 **Regarding Reconciliation between GSTR 2A and Input Tax Credit**

Supplier shall ensure timely submission of correct 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 Supplier of Goods / Services 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 Supplier/Contractor under this contract or under any other contract.

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

6.6 IGGL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** during 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.

6.7 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 (CGST & SGST/UTGST or IGST)** to such vendor and shall also be entitled to deduct / recover such **GST (CGST & SGST/UTGST or IGST)** along with all penalties / interest, if any, incurred

by IGGL.

6.8 **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 bidder may note the above and quote their prices accordingly.

6.9 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 2 and 6 of ITB.

6.10 GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes 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 "Zero" or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

In cases where the 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.

6.11 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).

6.12 **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-10 along with documents for release of payment.

- 6.13 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.

7. BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

8. BID VALIDITY:

- 8.1 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'.
- 8.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Purchaser may request the Bidder 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 'Bid Security' / without any actions being invoked as per bid security declaration. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'EMD' for the period of the extension.

9. EARNEST MONEY DEPOSIT:

- 9.1 Bid must be accompanied with earnest money deposit (**i.e Earnest Money Deposit (EMD)**) also known as **Bid Security**) in the form of '**Demand Draft**' / '**Banker's Cheque**'/'**Insurance Surety Bond**/'/**Fixed Deposit receipt**' [in favour of **IGGL** payable at place mentioned in **BDS**] or '**Bank Guarantee**' strictly as per the format given in form F-3B of the **Tender Document**. Bidder shall ensure that EMD submitted in the form of '**Bank Guarantee**' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of '**Demand Draft**' or '**Banker's Cheque**' should be valid for three months.

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

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

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

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

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

Field Number	Particulars
7037	IGGL938956645

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

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

9.2 The EMD is required to protect IGGL against the risk of Bidder’s conduct, which would warrant the forfeiture of EMD, pursuant to clause-9.7 of ITB.

9.3 IGGL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a ‘Bank Guarantee’, the same shall be from any Indian scheduled Bank (excluding Co-

operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs.100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. Purchaser will verify the BG from issuing bank

- 9.4 Any Bid not secured in accordance with "ITB: Clause-9.1 & Clause-9.3" may be rejected by IGGL as non-responsive.
- 9.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 9.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 23 of ITB.
- 9.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt of the "Notification of Award" / Fax of Acceptance [FOA]",
 - (ii) furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-23"
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 18 of ITB
- 9.8 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
- 9.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 29 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.
- 9.10 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,

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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 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.

9.11 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.

9.12 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.

9A **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-3A.

10.0 **ZERO DEVIATION:** Deviation to terms and conditions of Tender Document may lead to rejection of Bid. IGGL reserves the right to raise technical and/or commercial query(ies) to the Bidder(s), if required. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the Bid shall be sought, offered or permitted. The substance of the Bid includes but not limited to prices, completion/delivery period, scope, technical specifications etc. Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame then its Bid shall be evaluated based on the documents available in the Bid.

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

11.0 **REJECTION CRITERIA:**

Notwithstanding the above, deviation to the following clauses of Tender Document shall lead to summarily rejection of Bid:

- a) Firm Price
- b) Specifications
- c) Earnest Money Deposit / Bid Bond / Bid Security declaration, as applicable
- d) Schedule of Rates / Price Schedule / Price Basis
- e) Delivery Period / Period of Contract/ Completion schedule
- f) Period of Validity of Bid
- g) Price Reduction Schedule for delay in supply
- h) Contract Performance Security / Security Deposit, if applicable
- i) Warranty/ Guarantee
- 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 & conditions of Tender Document

12 **E-PAYMENT:** Indradhanush Gas Grid Limited (IGGL) has initiated payments electronically to Suppliers / Contractors electronically through 'e-banking'

(Xiii) PRE-BID MEETING (IF APPLICABLE): Refer Invitation for Bid (IFB)

Xiii.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

Xiii.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.

Xiii.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.

Xiii.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

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[D] – SUBMISSION OF BIDS

13 DEADLINE FOR SUBMISSION OF BID: Bid must be submitted within the Due Date & Time of Bid submission (Original Bid Due date or Extended Bid Due date) at the address/Venue specified in the Tender Document.

14 LATE BID: Late or 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.

15 MODIFICATION AND WITHDRAWAL OF BID

15.1 The Bidder may withdraw or modify its Bid after bid submission but before the Due Date & Time of Bid submission. The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

15.2 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 rejection of Bid and other provisions as per tender.

[E] BID OPENING AND EVALUATION:

16. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

16.1 IGGL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) 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.

16.2 A bidder is to be permitted to send his representation in writing to dealing officer specified in tender for rejection of bid. But, such representation has to be sent upto 10(ten) days from the date of Notification of Award/FOA. A decision on representation will be taken by IGGL within 15 (fifteen) days of the receipt of the representation. Only a directly affected bidder can represent in this regard:

- i) Only a bidder who has participated in tender can make such representation
- ii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

16.3 However, following decisions of IGGL shall not be subject to review:

- a) Determination of the need for procurement;
- b) Selection of the mode of procurement or bidding system;
- c) Choice of selection procedure;
- d) Provisions limiting participation of bidders in the procurement process;
- e) The decision to enter into negotiations with the L1 bidder;

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- f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
 - g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
 - h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible

17. BID OPENING

- 17.1 IGGL will open unpriced bids and priced bid (of techno-commercially qualified 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. Similarly, qualified bidders shall be invited for Priced bid opening.
- 17.2 Techno-commercial bid evaluation status will be informed to all bidders (including techno-commercially not qualified Bidders) through CPP tender portal. Price bids are to be opened in the presence of only techno-commercially acceptable bidders, who are willing to attend the bid opening, at a pre-publicized date, time and place or on the portal in case of e-procurement.
- 17.3 In case of Bids invited under the Single Bid System, Bid shall be opened on the Due Date & Time of Bid Opening as specified in the Tender Document.

18. CORRECTION OF ERRORS

- 18.1 Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors in Price Schedule/SOR will be corrected by the Purchaser 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 (i.e. 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. The amount shall be re-calculated/ corrected accordingly.
 - (iii) In case a Price Schedule/ Schedule of Rate is having provisions of sub-total and grand total and there is a difference between "sum of sub totals" and "grand total", "sum of sub totals" shall be taken as correct
 - (iv) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
- 18.2 The amount stated in the Bid will be adjusted by the Purchaser 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.

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19. **PURCHASE PREFERENCE:** Purchase preference to Central Government Public Sector Undertaking, Micro & Small Enterprises (MSEs) and Domestically Manufactured Electronic Products / Telecom Products etc. shall be allowed as per Government instructions in vogue, as applicable, from time to time.

20. 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 bidders or any other person not officially concerned with such a process until the award to the successful bidder.

21. CONTACTING THE PURCHASER

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

21.2 Any effort by the bidder to influence IGGL in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid and action shall be initiated as per the IGGL's procedure for action in case Corrupt / Fraudulent / Collusive /Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any

22. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

22.1 The purchaser's determination of a bid's responsiveness is based on the content of the bid only.

Prior to the detailed evaluation of Bids, the Purchaser will determine whether each Bid:-

- (a) meets the "Bid Evaluation Criteria" of the Tender Document;
- (b) has been properly signed;
- (c) is accompanied by the required EMD / Bid Security/ Bid Security Declaration
- (d) is substantially responsive to the requirements of the Tender Document; and
- (e) provides any clarification and/or substantiation that the Purchaser may require to determine responsiveness pursuant to "ITB: Clause-22.2"

22.2 A substantially responsive Bid is one which conforms to all the terms & conditions, specifications etc. of the Tender Document without any material deviation or reservation or omission, for this purpose Purchaser defines the foregoing terms below:-

- a) "Deviation" is departure from the requirement specified in the Tender Documents.
- b) "Reservation" is the setting of limiting condition(s) 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 for evaluation of bid.

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

- a) If accepted would,

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- i) affect in any substantial way the scope, quality or performance of the job as specified in Tender Document.
 - ii) limit, in any substantial way, inconsistent with the Tender Document, the Purchaser's rights or the Bidder's obligation under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 22.4 The Purchaser shall examine all aspects of the Bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 22.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive {both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System) and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non- conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are:
- i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
 - ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
 - iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria
 - iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or
 - v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the IGGL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

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[F] – AWARD OF CONTRACT

23. AWARD:

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

IGGL will place the Purchase Order/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.

23.2 The Purchaser reserves the right to delete the requirement of any one or more items of Tender Document without assigning any reason.

24. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE: 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. Supplier/Seller). The Notification of Award/FOA will constitute the formation of a Contract/Delivery/Completion Period shall commence from the date of Notification of Award/FOA or as mentioned therein. Notification of Award/FOA will be followed by detailed order.

Order value mentioned in the FOA/Purchase Order is subject to Price Reduction Schedule clause.

25. QUANTITY VARIATION

25.1 Where nature of items is such that the items cannot be supplied in exact quantity of the Purchase Order as in case of cables/ steel/ chemicals etc., quantity tolerance upto $\pm 5\%$ may be allowed, if there is no specific quantity variation/tolerance criteria in SCC. For such tolerance, separate amendment to Purchase Order would not be necessary.

25.2 The Purchaser reserves the right to delete the requirement of any one or more items of Tender Document without assigning any reason.

25.3 At the time of awarding the contract, the tendered quantity can be increased or decreased by 25 (twenty-five) per cent for ordering, if so warranted without change in quoted prices

26. **DISPATCH SCHEDULE**

- 26.1 If Purchase Order issued based on FOT (Free on Truck) / FOR (Free on Rail) project site basis, materials shall be delivered at the destination on freight prepaid & door delivery basis and for the cases where order(s) are finalized on Ex-works basis the transportation will be arranged by supplier(s) / IGGL on 'freight to pay' basis and the freight will be paid at the destination. Seller shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as per Purchase Order:
- (i) Shipments Schedule
 - (ii) Dimension details of packages
 - (iii) Detailed technical write-up along with Catalogue (if applicable)
 - (iv) Any other document/details, if mentioned in Purchase Order
- 26.2 *The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by IGGL, the concerned designated order issuing authority may be contacted in this regard. It will be the responsibility of the supplier to ensure the compliance of the provisions relating to E-Way bill before dispatch of the consignment and any financial implication arising due to non-compliance in this regard will be to the account of the supplier.*
- 26.3 It shall be responsibility of the seller to send intimation immediately on dispatch of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier .
- 26.4 Wherever, part shipment is allowed (refer BDS), the Supplier is allowed to make part shipment. However, until specified elsewhere in Tender Document, Payment for such part supplied Goods shall be made after supply of complete quantity of respective item.
- 26.5 Wherever the items make a full truck load, the suppliers to dispatch such items in a full truck direct to the consignee on a door delivery basis to the site. In such cases, the supplier to send a consignee copy of the lorry receipt to the consignee along with the consignment and the consignment shall be booked to IGGL and not "self". The supplier should dispatch the consignments to the designated consignee. All dispatch documents, that is, railway/lorry receipt, goods consignment note, airway bill, invoices, packing list, freight memos, test certificate, and so on, shall be sent to the concerned authority which will arrange to make the payment. If the payment is to be made through the bank, all original documents are to be sent through the designated bank.
- Where critical equipment is involved, suitable special instructions will be provided in SCC to the supplier about the mode of transport, loading, avoidance of transshipment and, if necessary, provision of escorts. In case of chemicals, powdery materials, liquid

materials, and so on, supplier is to ensure proper packaging to avoid spillage en route, so as to avoid pollution problems and also to conform to the ISO 14001 standard (wherever applicable).

27 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT [CPS/SD]

27.1 Within 30 days of the receipt of the notification of award/ FOA from IGGL, the successful Bidder shall furnish the Contract Performance Security/Security Deposit (CPS) in accordance with of General Conditions of the Contract (wherever applicable). The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Insurance Surety Bond or Fixed Deposit Receipt and shall be in the currency of the Contract for the defined %age of contract/ Order value (excluding GST) in the BDS. However, CPS shall not be applicable in cases wherein the individual order value as specified in Notification of Award is less than INR 5 Lakh (exclusive GST)

Bank Guarantee towards CPS shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. 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.

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

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

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

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

Field Number	Particulars
7037	IGGL938956645

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

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

27.2 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award.

27.3 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.

27.4 The successful bidder can also submit the Security Deposit/CPS 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/DLOA/PO no. _____ (vendor to specify the FOA/DLOA/PO No.)” under remarks column of such transaction of respective bank portal. The 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.

27.5 In case of forfeiture of Contract Performance Security/ Security Deposit, 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.

- 27.6 The supplier will submit covering letter along with CPS as per format at F-8
- 27.7 CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the Supplier.
- 27.8 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).
- 27.9 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.

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

- 28.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is as available at Annexure-II which will supersede the Annexure attached with the GCC
- 28.2 The Fraud Prevention Policy document is available on IGGL's website (<https://iggl.co.in>).
- 28.3 Name and contact details of nodal officer – Refer BDS :

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

Notwithstanding anything contained contrary in GCC or elsewhere in the Purchase Order, in case it is found that the Bidder/ Supplier indulged in fraudulent/ coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in IGGL's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/Coercive Practices" (Annexure-II), the Bidder/Supplier shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by IGGL, to such Bidder/Supplier. The Bidder /Supplier / understands and agrees that in such cases where Bidder /Supplier 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 the Bidder /Supplier and the 'Arbitration Clause' mentioned in the GCC or elsewhere in the Purchase Order shall not be applicable for any consequential issue /dispute arising in the matter.

29. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSE):

- 29.1 Following provision has been incorporated for Micro and Small Enterprises (MSE), 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 MSEs.
 - i) Issue of tender document to MSEs free of cost.
 - ii) Exemption to MSEs from payment of EMD.

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- 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 down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 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

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

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

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

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

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

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

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

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

The above document(s) 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. **The benefit of policy are not extended to the traders/dealers/ Distributors/Stockiest/Wholesalers**

- 29.4 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 as per provision mentioned at clause no.29.3 above with prior consent in writing from IGGL, 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.
- 29.5 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.
- 29.6 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.
- 29.7 Interest payment on delayed payments to MSME is payable in line with Micro, Small and Medium Enterprises Development Act, 2006.
- 30 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 transactions related to procurement of goods / services/ exceeding Rs. 2 Lacs per transaction or as amended from time to time. Accordingly, Supplier should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case Supplier do not have PAN no., they have to submit declaration in

Form 60 along with invoice/ bill for each transaction. Payment of Supplier shall be processed only after fulfilment of above requirement.

31. DISPUTE RESOLUTION

31.1 QUARTERLY CLOSURE OF THE CONTRACT

During execution of 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 related issues /disputes will be monitored and addressed on quarterly basis for resolution. Vendor (hereinafter referred 'Vendor') should first refer any issues/disputes to Engineer-in-Charge (EIC) for LOA/contracts/ Dealing C&P Executive for Purchase Orders and co-operate them for smooth execution of the contract and to timely address the issues, if any. For applicability of 'Quarterly Closure', please refer BDS.

31.2 CONCILIATION AND ARBITRATION

4.0 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 as per clause no. 31.1, 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 website 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 as

provided at Clause 2.2 below, 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 from the Panel of Arbitrators maintained by 'Delhi International Arbitration Centre (DIAC) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from IGGL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and IGGL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of IGGL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of "Delhi International Arbitration Centre'.

OR

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

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

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

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

2.6 List of Excepted matters:

a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 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

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investigation by CBI or Vigilance or any other investigating agency or Government.

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

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

3.0 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.

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

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

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through its administrative Ministry/Department, whose decision will be final and binding on all concerned. The above provisions mentioned at clause no.27&28 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.



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33. PACKING INSTRUCTIONS

- 33.1 Packing shall be strong and sturdy such that it can withstand loading/unloading & pushing by mechanical devices. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new.
- 33.2 Fragile articles should have special packing materials depending on type of materials.
- 33.3 All soft and delicate surfaces on equipment/material should be carefully protected/painted with suitable coating and wrapped to prevent rusting and damage. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 33.4 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.
- 33.5 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 33.6 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 33.7 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:
 PURCHASER:
 DESTINATION:
 Purchase Order No.....
 Net Wt..... Kgs,
 Gross Wt..... Kgs.
 Dimensions.....X.....X.....CM.
 Package No. (Sl. No. of total packages)
 Seller's Name.....
- 33.8 Permits are to be obtained separately for entry/use of vehicles/trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:-
 - a) Vehicle/Equipment etc. should be brought to site in good conditions.
 - b) Valid Road Tax Certificate, fitness certificate and insurance policy from Competent Authority
 - c) Valid operating/driving license of driver/operator
 - d) Any other requirement mentioned elsewhere in Tender Document.

34 VENDOR PERFORMANCE EVALUATION: The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on

suspension and/or holiday list (as the case may be) is enclosed as Annexure III to ITB herewith.

35 PROMOTIONS OF PAYMENT THROUGH CARDS AND DIGITAL MEANS: To promote cashless transactions, the onward payments by Suppliers to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible.

36 PROVISIONS FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) (FOR APPLICABILITY REFER BDS)

As mentioned in Section-II, 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.

Further, the Startups are also exempted from submission of EMDs, if applicable.

If a Startup [whether Micro & Small Enterprises (MSEs) or otherwise] gets qualified without experience criteria specified in tender and emerges lowest bidder, the order on such Startup shall be placed for entire tendered quantity.

However, before supplying the total quantity, the startup enterprise shall first demonstrate its performance by supplying 10% of total ordered quantity (rounded off to the next higher digit in terms of Unit of Measurement (UoM), wherever required) and only after successful execution of this quantity the balance 90% quantity will be cleared for supply. In case, the demonstration of performance fails, the entire order will be cancelled without any financial implication on either side.

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

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

In such cases if supplier/ contractor fails to submit the invoice with reduced value or does not issue credit note as mentioned above, IGGL will release the payment to supplier/ contractor after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material."

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 supplier/ contractor. 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 Supplier/Contractor under this contract or under any other contract.

38 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

39 PROVISION W.R.T. TDS ON PURCHASE OF GOODS UNDER SECTION 194Q OF INCOME TAX ACT

39.1 TDS as applicable will be deducted by IGGL under section 194Q of the Income Tax Act, 1961 on Purchases exceeds Rs. 50 Lakhs or limit defined therein from time to time during the financial year.

39.2 Since IGGL is liable to deduct Income Tax TDS under section 194Q, the provision of TCS as per section 206C(1H) of the Income Tax Act, 1961 shall not be applicable.

39.3 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%

40 GREEN PACKAGING

Green packaging, also known as **sustainable packaging makes use of materials and manufacturing methods for the packaging of goods** that has a significantly low impact on both energy consumption and the environment thus resulting in improved sustainability

In order to promote Green Packing, vendors/suppliers may use packaging that are preferably biodegradable. Multilayer packaging may not be used, wherever applicable. While packaging, the following may be preferred:

- (i) Adopt green packaging practices for packaging

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- (ii) Packaging may be recyclable with appropriate recycling labels on packaging or goods. The product may be packaged in material that is recyclable after use and be certified for this.
 - (iii) If plastic packaging is unavoidable, then the packaging shall be reusable plastics or made of recycled material. The packaging should have appropriate recycling label on it.
 - (iv) The paper to be packaged in material that is recyclable/reusable or biodegradable.
 - (v) Alternate packaging materials like aluminium, cardboard, paper, paper board, jute bag etc. may be explored.
 - (vi) Use of reusable containers or packaging to transport products;
 - (vii) Styrofoam, thermocols, thin film plastics, polystyrene etc. may be avoided
 - (viii) Avoid the use of materials toxic to humans or the environment

41. DOCUMENTS FOR PAYMENT:

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

However, for release of payment, the following documents is to be submitted by supplier/vendor:

- i) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
- ii) Packing list;
- iii) LR/GR/consignment note;
- iv) Manufacturer's guarantee certificate and in-house inspection certificate (wherever applicable);
- v) Inspection certificate issued by purchaser's inspector (wherever applicable); and
- vi) Any other document(s) as and if required in terms of the contract.

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

42. REPEAT ORDER

Shall be as per Clause no. 40 of GCC-Goods except the percentage of repeat order shall be order upto 25% of the original ordered quantity.

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Annexure-I to Section-III

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

ITB clause	Description						
A. GENERAL							
GENERAL	The Purchaser is: Indradhanush Gas Grid Limited (IGGL) The consignee details and Delivery Location for the goods are as under: Consignee: Mr. Bhabesh Kalita, CM (PE) Delivery Location: Indradhanush Gas Grid Limited (IGGL), 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam						
1	The Invitation for Bids/ Tender no is: IGGL/GHY/C&P/HR/AV SYSTEM/12-22 <i>Brief of Scope of Supply:</i> - Refer section-V						
2.4	<table border="1"> <tr> <td>Delivery basis shall be</td> <td></td> </tr> <tr> <td>FOT Site, [IGGL 7th floor, NRL center 122A, Cristian basti, G.S. Road, Guwahati-781005]</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>EX-WORKS,</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Delivery basis shall be		FOT Site, [IGGL 7 th floor, NRL center 122A, Cristian basti, G.S. Road, Guwahati-781005]	<input checked="" type="checkbox"/>	EX-WORKS,	<input type="checkbox"/>
Delivery basis shall be							
FOT Site, [IGGL 7 th floor, NRL center 122A, Cristian basti, G.S. Road, Guwahati-781005]	<input checked="" type="checkbox"/>						
EX-WORKS,	<input type="checkbox"/>						
2.6	Transit Insurance shall be arranged by:- <table border="1"> <tr> <td>IGGL</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>SUPPLIER</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	IGGL	<input type="checkbox"/>	SUPPLIER	<input checked="" type="checkbox"/>		
IGGL	<input type="checkbox"/>						
SUPPLIER	<input checked="" type="checkbox"/>						
B. TENDER DOCUMENT							
ITB clause	Description						
GENERAL	For clarification purposes only, the communication 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, Assam Country: INDIA Email: kulajit.talukdar@iggl.co.in						
C. PREPARATION OF BIDS							
ITB clause	Description						

<p>5.3</p>	<p>Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid): SCC/Scope of Work refers</p> <p>- As per Bid Evaluation Criteria (BEC) section-II of this tender.</p>												
<p>5.3</p>	<p>Additional Provision for Price Schedule/ Schedule of Rate/ Bid Price are as under:</p> <p>- NIL</p> <p>Whether IGGL will be able to avail input tax credit in the instant tender</p> <table border="1" data-bbox="639 636 1195 797"> <tr> <td data-bbox="639 636 930 721">YES</td> <td data-bbox="930 636 1195 721"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="639 721 930 797">NO</td> <td data-bbox="930 721 1195 797"><input type="checkbox"/></td> </tr> </table> <p>Details of Buyer:</p> <table border="1" data-bbox="397 954 1457 1612"> <tr> <td data-bbox="397 954 657 1171">Consignee</td> <td data-bbox="657 954 1457 1171"> Indradhanush Gas Grid Limited Complete address of work center- 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam, Country: INDIA </td> </tr> <tr> <td data-bbox="397 1171 657 1238">PAN No.</td> <td data-bbox="657 1171 1457 1238">AAECI9589F</td> </tr> <tr> <td data-bbox="397 1238 657 1305">GST no.</td> <td data-bbox="657 1238 1457 1305">18AAECI9589F1ZZ</td> </tr> <tr> <td data-bbox="397 1305 657 1612">IGGL Bank details</td> <td data-bbox="657 1305 1457 1612"> 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"/>	Consignee	Indradhanush Gas Grid Limited Complete address of work center- 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam, 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"/>												
Consignee	Indradhanush Gas Grid Limited Complete address of work center- 7th Floor, 122A, NRL Centre, Christian Basti, G S Road, Guwahati-781005, Assam, 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>8</p>	<p>The bid validity period shall be 03 (Three) Months from final 'Bid Due Date'</p>												
<p>9.1</p>	<p>In case 'Earnest Money / Bid Security' is in the form of 'Demand Draft', the same should be favor of Indradhanush Gas Grid Limited, payable at GUWAHATI.</p>												

9.10 & 23.4	<p>For submission of EMD/CPS through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT, the details of IGGL’s Bank Account is 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					
ITB clause	Description				
13	<p>For bid submission purposes (Manual Bid/ Physical document in case of e-tendering) only, the Owner’s address is :</p> <p>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, Assam Country: INDIA</p>				
17	<p>The bid opening shall take place at:</p> <p>Online at CPP portal</p>				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
	Evaluation Methodology is mentioned in Section-II.				
F. AWARD OF CONTRACT					
ITB clause	Description				
20	<p>The following designated authority shall be contacted after receipt of Notification of Award for all contractual matters:</p> <p>- Engineer in Charge (EIC)</p>				
26.4	<p>Whether part shipment is allowed:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>				
NO	<input type="checkbox"/>				

<p>27</p>	<p>Contract Performance Security/ Security Deposit</p> <table border="1" data-bbox="400 327 1062 510"> <tr> <td data-bbox="400 327 735 421">APPLICABLE</td> <td data-bbox="735 327 1062 421"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="400 421 735 510">NOT APPLICABLE</td> <td data-bbox="735 421 1062 510"><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"/>				
<p>29.1</p>	<p>Whether tendered item is non-splitable or not-divisible:</p> <table border="1" data-bbox="400 775 1062 936"> <tr> <td data-bbox="400 775 735 857">YES</td> <td data-bbox="735 775 1062 857"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="400 857 735 936">NO</td> <td data-bbox="735 857 1062 936"><input type="checkbox"/></td> </tr> </table>	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>				
NO	<input type="checkbox"/>				
	<p>Quarterly Closure of Contract</p> <table border="1" data-bbox="400 1037 1062 1211"> <tr> <td data-bbox="400 1037 735 1122">APPLICABLE</td> <td data-bbox="735 1037 1062 1122"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="400 1122 735 1211">NOT APPLICABLE</td> <td data-bbox="735 1122 1062 1211"><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>32</p>	<p>Applicability of provisions relating to Startups:</p> <table border="1" data-bbox="400 1350 1062 1525"> <tr> <td data-bbox="400 1350 735 1435">APPLICABLE</td> <td data-bbox="735 1350 1062 1435"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="400 1435 735 1525">NOT APPLICABLE</td> <td data-bbox="735 1435 1062 1525"><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>28.3</p>	<p>Name and contact details of nodal officer are as under: Shri K. Talukdar, General Manager (C&P) Tel: 9531101226/8 Email: kulajit.talukdar@iggl.co.in</p>				
<p>29</p>	<p>Applicability of provisions relating to MSE:</p> <table border="1" data-bbox="400 1843 1074 2018"> <tr> <td data-bbox="400 1843 735 1928">APPLICABLE</td> <td data-bbox="735 1843 1074 1928"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="400 1928 735 2018">NOT APPLICABLE</td> <td data-bbox="735 1928 1074 2018"><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"/>				

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Annexure-II to Section-III

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

A Definitions:

- A.1 "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
"Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 "Fraudulent Practice" means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of Contract/ order.
- A.3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 "Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency" in this Annexure.
- A.6 "Appellate Authority" shall mean Committee of Directors of IGGL consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 "Competent Authority" shall mean the authority of IGGL, who is competent to take final decision for Suspension of business dealing with an Agency(ies) and Banning of business dealings with Agency(ies) and shall be the "Director" concerned.
- A.8 "Allied Agency" shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common;
 - (b) Majority interest in the management is held by the partners or directors of banned/ suspended agency.
 - (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
 - (d) Directly or indirectly controls, or is controlled by or is under common control with another bidder.
 - (e) All successor agency will also be considered as allied agency

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A.9 "Investigating Agency" shall mean any department or unit of IGGL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the IGGL, Central Bureau of Investigation, State Police or any other agency set up by the Central or State Government having power to investigate.

A.10 "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding IGGL's rights of audit or access to information.

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

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

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such bidder (s) shall be rejected and its EMD shall be forfeited. Further, such agency shall be banned for future business with IGGL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of Contract

(i) During execution of Contract:

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

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

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

Suspension of order/ contract:

Further, only in the following situations, the concerned order (s)/ contract(s) (where Corrupt/Fraudulent/ Collusive/ Coercive Practices are observed) and

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payment shall be suspended after issuance of Suspension cum Show Cause Notice:

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

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

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

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

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

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

Further, the CPBG/CPS submitted by Agency against such Order(s)/Contract(s) shall be forfeited.

(iii) After expiry of DLP/ Warranty/Guarantee Period

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

B.2.2 Period of Banning

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

S. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday in IGGL /PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	06 months
2	Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices	01 years
2.1	If an agency again commits Corrupt/Fraudulent (except mentioned at sl. no. 1 above) /Collusive/Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity	02 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by IGGL	02 years
4	If act of vendor/ contractor is a threat to the National Security	02 years

C Effect of banning on other ongoing contracts/ tenders

- C.1 If an Agency is put on Banning, such agency should not be considered in ongoing tender(s)/future tender(s).
- C.2 However, if such an Agency is already executing other order(s)/contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the Agency should be

allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

- C.3 If an Agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.3.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the bid submitted by the Agency shall be ignored.
- C.3.2 after opening Part-I/Technical bid but before opening the Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
- C.3.3 after opening of price (Part-II), EMD submitted by the Agency shall be returned; the offer of the Agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any Agency(ies) shall be initiated by Corporate C&P Department, IGGL when:-

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

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than 6 (six) months and is to be communicated to the Agency and also to Corporate Vigilance Department, IGGL. Period of suspension can be extended with the approval of the Competent Authority by 1 (one) month at a time with a ceiling of 6(six) months pending a conclusive decision to put the Agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the Agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the Agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the Agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the Agency is put

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on suspension list and (ii) why action should not be taken for banning the Agency for future business from IGGL.

D 3 Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:

- D.3.1 No enquiry/bid/tender shall be entertained from an Agency as long as the name of Agency appears in the Suspension List.
- D.3.2 If an Agency is put on the Suspension List during tendering process:
 - D.3.2.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the Agency shall be ignored.
 - D.3.2.2 after opening Part-I/ Technical Bid but before opening of Part-II/ Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
 - D.3.2.3 after opening of price, EMD submitted by the Agency shall be returned; the Offer/Bid of the Agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 The Bidder confirms/undertake that (i) neither the Bidder themselves nor their allied Agency(ies) are on banning list of IGGL or the Ministry of Petroleum and Natural Gas and (ii) Bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

- F.1 The Agency may file an appeal against the order of the Competent Authority for putting the Agency on banning list. The Appeal shall be filed to Appellate Authority of IGGL. Such an appeal shall be preferred within one month from the date of receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

- G.** Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail

**PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/
CONTRACTORS/ CONSULTANTS****1.0 OBJECTIVE**

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

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

2.0 METHODOLOGY

- i) Preparation of Performance Rating Data Sheet (PRDS)
Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.
- ii) Measurement of Performance
Based on the parameters defined in PRDS, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.
- iii) Initiation of Measures:
Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/ Contractor/ Consultant. Response of Vendor/ Supplier/ Contractor/ Consultant would be considered before deciding further course of action.
- iv) Implementation of Corrective Measures:
Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of IGGL

- v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

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

3.1 FOR PROJECTS

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

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

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

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

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - (a) **First Instance: Holiday (Red Card) for One year**
 - (b) **Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such**

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Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Two Years

2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
 - (a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Two(02) Years.
 - (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year**
 - (c) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Two Years.**

- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant
 - (a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Two (02) Years.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken. However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.
 - (b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/

Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.

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

(C) Where Performance rating is "FAIR":

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

3.2 FOR CONSULTANCY JOBS

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

3.3 FOR OPERATION & MAINTENANCE

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

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

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

=====

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

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

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

(b) First Instance: Holiday (Red Card) for One 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 Two Years

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

(b) First such instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Two (02) Years.

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

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

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under Clause no. 28.3.1 of GCC-Goods

(a) First instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Two (02) 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) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

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

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

(C) Where Performance rating is "FAIR"

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

4.0 **EXCLUSIONS:**

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

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

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

5.0 REVIEW & RESTORATION OF PARTIES PUT ON HOLIDAY

5.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation. Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on Bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

6.0 EFFECT OF HOLIDAY

6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/Consultant should not be considered in ongoing tendering process/future tenders.

6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidentals to original scope mentioned in the contract. In such a case CPBG/CPS will not be forfeited and payment will be made as per provisions of concerned Contract. However, this would be without prejudice to other terms and conditions of the Contract.

6.3. Effect on other ongoing tendering process:

6.3.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the party shall be ignored.

6.3.2 after opening of Part-I/Technical Bid but before opening the Part-II/Price Bid, the Price Bid of the party shall not be opened and EMD submitted by the party shall be returned to the party.

6.3.3 after opening of price, EMD submitted by the Agency shall be returned; the Offer/Bid of the Agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1

7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list. Any bidder, put on holiday, will not be allowed to bid through consortium route also against any Tender Document during the period of holiday.

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

9. **APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:**

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) "Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

10. **ERRANT BIDDER**

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

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

In case of subsequent instances of default in other tender(s) during aforesaid watch list period, the action shall be initiated as per provision of sl. no. 2 of para A of Clause no. 3.1 (v) and 3.3 (v).

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

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

**INDRADHANUSH GAS GRID LIMITED
PERFORMANCE RATING DATA SHEET [PRDS]
(FOR PROJECTS/ CONSULTANCY JOBS)**

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/ sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under:

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

	For Normal Cases : No Defects/ No Deviation/ No failure:	40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature and safety of the system	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations ≤ 2	2 marks
	3. No. of deviations > 2	0 marks

1.3 RELIABILITY PERFORMANCE

20 Marks

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

**INDRADHANUSH GAS GRID LIMITED
PERFORMANCE RATING DATA SHEET [PRDS]
(FOR O&M)**

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note :

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under :

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

Signature of
Authorised Signatory:

Name:

Designation:

=====

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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

1.3 RELIABILITY PERFORMANCE

20 Marks

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

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>**

LIST OF FORMS & FORMAT

Form	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	LETTER OF AUTHORITY
F-3A OR F-3B	DECLARATION FOR BID SECURITY OR PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT / BID SECURITY"
F-4	AGREED TERMS & CONDITIONS
F-5	BIDDER'S EXPERIENCE
F-6	E-BANKING MANDATE FORM
F-7	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-8	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-9	FREQUENTLY ASKED QUESTIONS
F-10	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-11	CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-12	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT
F-13	BIDDER'S QUERIES FOR PRE-BID MEETING

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/HR/AV SYSTEM/12-22 (E-TENDER NO. IGGL-100046)

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm /Public Limited/ Pvt. Limited / Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor / Partners / Directors of the firm/company	
3b	Name of Power of Attorney Holders of bidder	
4	Number of Years in Operation	
5	Erstwhile Name of Bidder /Details of name change during years of Operation	
6	Address of Registered Office: *In case of Partnership firm, provide current address of the firm for ordering purpose	City:
		District:
		State:
		PIN/ZIP:
7	Telephone Number & Contact Information of Registered Office	_____ (Country Code) (Area Code) (Telephone No.) Mobile No.: E-mail ID:.....
8A	Bidder's address where order/contract is to be placed	City:
		District:
		State:
		PIN/ZIP:

8B	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.:
9	Telephone Number & Contact Information address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.) FAX No.: e-mail ID:
10	Website	
11	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{If yes, please furnish details}
13	PAN No.	[Enclose copy of PAN Card]
14	GST No. (refer sl. no. 8 above)	[Enclose copy of GST Certificate]
15	Whether Micro/Small/Medium Enterprise	Yes/No (If Yes, Bidder to submit requisite documents as specified in ITB: Cl. No. 29)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes/No (If Yes, Bidder to submit requisite documents as specified in ITB: Cl. No. 29)
	Whether MSE is owned by Women	Yes/No (If Yes, Bidder to submit requisite documents as specified in ITB: Cl. No. 29)
16	Whether Bidder is Startups or not	Yes / No (If Yes, Bidder to submit requisite documents as specified it ITB: Clause No.36)
	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.	

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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:

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F-2

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/AV SYSTEM/12-22 (E-TENDER NO. IGGL-100046)

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending Pre-Bid Meeting', 'Un-priced Bid Opening', 'Price Bid Opening' against the above Tender Document:

[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 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 "Un-priced" Opening. Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings' / 'Un-priced Bid Opening'.



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F-3A
DECLARATION FOR BID SECURITY

To,

M/s INDRADHANUSH GAS GRID LIMITED (IGGL)

SUB: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUDIO-VISUAL(AV) & VIDEO CONFERENCING (VC) SYSTEM FOR IGGL’S CORPORATE OFFICE

TENDER NO: IGGL/GHY/C&P/HR/AV SYSTEM/12-22.

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:

OR

F-3B

PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT/ 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 (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),

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 Bidder.

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.

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.

=====

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

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

Name

Designation

WITNESS:

(SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per

Power of Attorney No. _____

Date: _____

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-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 Purchaser at its address as mentioned at "ITB".
5. Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Bank Guarantee has been issued as per proforma provided below.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to be submitted to Purchaser confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence OR in the Bank Guarantee itself.

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

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

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

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

Field Number	Particulars
7037	IGGL938956645

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

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

-----XXXXXXXX-----

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

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

=====

F-4
AGREED TERMS & CONDITIONS

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/HR/AV SYSTEM/12-22 (E-TENDER NO. IGGL-100046)

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

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 furnishes bid security declaration OR EMD/Bid Security details as under: a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG]	
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 confirms quoted prices are strictly as per Price Schedule format of the Tender Document.	
5	Bidder to specify the Dispatch Point [Location, Dist. & State from where material will be dispatched]:	
6.	Confirm acceptance of relevant Terms of Payment specified in the Bid/Tender Document.	
7.	Confirm that Contract Performance Security will be furnished as per Bid Document within 30 days of LOA/PO in case of successful bidder.	
8.	Bidder confirms that 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 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	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
9.	Bidder confirms compliance to Delivery/ Completion Period as specified in Bid Document and the same shall be reckoned from the date of Fax of Acceptance (FOA)/Order.	
10.	(i) Bidder confirms acceptance of Price Reduction Schedule (PRS) for delay in delivery as specified in Bid Document. (ii) In case of delay, the bills shall be submitted after reducing the price reduction due to delay (refer PRS Clause).	
11.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections & enclosures). b) Bidder confirms that printed terms and conditions of Bidder are not applicable.	
12.	Bidder confirms bidder's offer is valid for time period specified in BDS from the final 'Bid Due Date.	
13.	Bidder confirms that the contents of this Tender Document have not been modified or altered by them. In case, it is found that the Tender Document has been modified / altered by the Bidder, the Bid submitted by the bidder shall be liable for rejection".	
14	<p>Holiday/Banning & Liquidation, Court Receivership: Bidder hereby confirms that they are not on Holiday list or in banning list of IGGL or any other departments under Ministry of Petroleum & Natural Gas due to "poor performance" or corrupt and fraudulent practice or blacklisted / banned by any Government Department / Public Sector as on the due date of submission of bid. Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of IGGL or the Ministry of Petroleum and Natural Gas. Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'. In case it comes to the notice of IGGL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices. Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to IGGL by them.</p>	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
15.	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.	
16.	Bidder confirms that (i) none of Directors of bidder is a relative of any Director of IGGL or (ii) The bidder is a firm in which any Director of IGGL or his relative is a partner.	
17.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
18.	Bidder hereby confirms that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 6 of ITB (Anti-profiteering clause).	
19	Bidder confirms that they have quoted GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid.	
20	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.	Yes/No
21	Bidder to mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC)	
22.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account.	
23.	Part Order: (a) Bidder confirms acceptance to Part Order. (b) Bidder confirms any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.	
24.	Testing and Inspection charges: Bidder confirms goods and services are subject to stage-wise and final Inspection by Owner / Owner's Authorized representative. Travel, Living and Personnel expenses of Owner / Authorized representative shall be borne by Owner / authorized representative.	<i>Not applicable</i>

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
25.	<p><u>No Deviation Confirmation:</u></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>	
26.	<p><u>Non-Involvement of Govt. of India:</u></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 cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."</p>	
27.	<p>Bidder to ensure all documents as per tender including clause 5 of Section III and all Formats are included in their bid.</p>	
28	<p>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 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.</p>	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
29.	<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>	
30.	<p>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</p>	
31.	<p>Bidder confirms that there is no conflict of interest with other bidders, as per clause no. 1.6 (ii) of Section-III (ITB) of Tender Document</p>	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

=====

F-5

BIDDER'S EXPERIENCE

To,
M/s IGGL

TENDER NO: IGGL/GHY/C&P/HR/AV SYSTEM/12-22 (E-TENDER NO. IGGL-100046)

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

Place:
Date:

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

=====

F-6

E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)

F-7

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s **IGGL**

SUB:

TENDER NO:

Dear Sir,

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

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

Postal Address with Pin Code:

Telephone Number :

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-8

**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-781005, Assam (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.

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

Name

Designation

Yours faithfully,

Bank by its Constituted Attorney

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

=====

INSTRUCTIONS FOR FURNISHING

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank.
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 Purchaser.
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.
5. Supplier shall submit attached cover letter (Annexure) while submitting Contract Performance Security.

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

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

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

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

Field Number	Particulars
7037	IGGL938956645

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

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

=====

Annexure

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

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

F-9

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
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 1.6 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender.	Yes. Refer Annexure IV 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. 29 of Instructions to Bidders of Tender Document.
7.0	Are there are any benefits available to Startups?	Refer Clause No. 36 of Instructions to Bidders and BDS of Tender Document.

All the terms and conditions of Tender remain unaltered.

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F-10

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: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUDIO-VISUAL(AV) & VIDEO CONFERENCING (VC) SYSTEM FOR IGGL'S CORPORATE OFFICE

PO 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-11

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	Technical Criteria	<p>a) Authorization letter from original equipment manufacturer (OEM) mentioning the Tender /RFQ number for participating in this tender with sign and seal will be required. Authorization letter to be enclosed.</p> <p>b) Detailed work order along with Schedule of Rates (SOR).</p> <p>c) Completion certificate issued by end user/Owner (or their consultant who has been duly authorized by owner to issue such certificate).</p> <p>d) The completion certificates shall have details like work order no./date, brief scope of work, completion date, job completion value etc.</p>		Yes/No	
1.1.1 special notes to bidders d)	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- Not Applicable					

Place:
Date:

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

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F-12

NO CLAIM CERTIFICATE

(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)

[On the Letter-head of Contractor]

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

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

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

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

Place:

[Signature of Authorized Signatory of Contractor]

Date:

Name:

Designation

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F-13

BIDDER'S QUERIES FOR PRE-BID MEETING

To,

M/s. IGGL

TENDER NO: IGGL/GHY/C&P/HR/AV SYSTEM/12-22 (E-TENDER NO. IGGL-100046)

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 : _____

SECTION-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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



SECTION-V

SPECIAL CONDITIONS OF CONTRACT

&

SCOPE OF WORK

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SPECIAL CONDITIONS OF CONTRACT

1. Project Information:

New corporate office of IGGL at 7th floor, NRL Centre is fully operational by now and setting up of a state-of-the-art AV & VC system for the conference room at this stage is very essential.

For setting up the state-of-the-art AV & VC system; procurement of different components like: speakers, microphones, interactive display units, panels, networking items, control processor etc. needs to be done to complete the installation process as soon as possible as different business meetings/conferences to be organized from time to time.

Audio Visual System is required for the following areas:

S#	Floor	Wok Front
1	7 th floor	Conference Room, 7th floor, NRL Centre

2. Engineer-in-charge:

3. Site Address of the Project:

All materials shall have to be delivered at the following site address as per the scope of the contract-

IGGL,
7th Floor, NRL Center
122A, Christian Basti
G.S. Road, Guwahati –781005

4. Payment Terms:

Following payment terms may be incorporated for the proposal:

- i) 70% on receipt & acceptance of materials at site by EIC.
- ii) 30% on installation/testing/commissioning/handover

Note:

- a. The successful agency shall submit Performance Bank Guarantee (PBG) amounting to 3% of the overall contract value which will be retained for the entire defect liability period of 12 months.

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- b. The above payments are subjected to deduction of statutory taxes & duties. GST shall be paid extra as per Govt. rule.
 - c. Further break-up of payments can be made for the payment terms in consultation with EIC after award of job.

5. Detail Scope of Supply & Work:

5.1 Materials have to be supplied in complete as per the "Schedule of Rate"/ "Work Order".

5.2 Power Supply

Power will be made available at 415V/240V 3-phase 4-wire 50 Hz earthed neutral system and all equipment shall be suitable for the above power supply with a variation of +/- 10% (Ten percent). All equipment shall operate at these voltages and any equipment/component operating at other than the above power supply shall be provided with necessary transformer.

5.3 Drawings, Specifications & Deviations

The vendor/bidder must develop and submit schematic drawings showing position, connectivity, interfacing and functioning of all AV and VC equipment. The schematic drawings need to be mandatorily submitted at the time of bidding based on the floor layout drawings furnished by IGGL with the tender. The following aspects need to be incorporated in the schematic drawings –

- (i) Position of all connected equipment showing dimensions and relative position in comparison to a suitable reference point on furniture & fixtures in vicinity.
- (ii) Conduit/Raceway layout with dimension and material type.
- (iii) Wiring layout with detailed description of wires/cables.

The drawings and specifications for the job lay down minimum requirements & standards to be maintained with respect to the equipment and workmanship. The tenderer needs to submit all the information pertaining to such variations along with relevant drawings and specifications to supplement it, as it will enable the relative merits of the deviations to be fully appreciated during evaluation. In the absence of any deviations, it will be deemed that the tenderer is in compliance with the drawings & specifications and with the statutory provisions & local codes.

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The contractor shall prepare the shop drawings for approval and the job execution shall be according to the approved working drawings. Shop drawings shall have all the dimensions and shall incorporate the prescribed recommendations/requirements, if any, from consultants, architects and interior designer. Approval of drawings does not relieve the contractor of his responsibility to meet with the intents of the specifications. All the drawings for approval shall be in quadruplicate. In addition, the contractor shall submit manufacturer's details and get them approved before ordering. This has to be done for all materials / equipment, irrespective of whether they are of approved makes or not. The liability of the materials supplied at basic rate of the owner shall be binding on the contractor and the same rate shall be applicable under defects liability period.

5.4 Time of Completion

The work shall be completed within **1.5 months** from the date of work order/LOA. However, all Supply materials shall be delivered within 30 days from the date of work order/LOA.

5.5 Storage and Custody of Materials

The contractor has to make his own arrangement for the proper storage of the materials at site and the necessary watch & ward of it, till the work is completed and handed over to the client. No extra payment shall be made on this account. The storage space allocation shall be done by the client and the necessary shifting of the materials to the designated location needs to be carried out from the contractor's end, under their supervision.

The contractor shall arrange for strong double-lock system for the secured storage of their materials after its receipt at site until they are taken out for installation. The contractor shall be responsible for proper storage and safe custody of the materials till its installation and handing over to the client

5.6 Tools for handling and Erecting:

All tools and tackles required for handling of equipment and materials at work site as well as for their assembly & erection and necessary test instruments shall be the responsibility of the contractor

5.7 Co-ordination with other agencies:

The contractor shall plan their activity in co-ordination with all the other agencies involved in the IGGL Corporate Office Project work so that the various other activities are not hampered in any way due to delay in his work. Recessed conduit and other works which directly affect the progress of building work should be given priority.

Since works have to be carried out in IGGL's Corporate Office at 7th floor, NRL Center, the contractor should ensure that day to day operations, safety and security of the location are not affected in any way on account of the works being carried out. In case of any damage to our properties due to the negligence on the part of the contractor or their workmen, the contractor will be held responsible and liquidated damages as assessed by the OWNER would be recovered from them.

5.8 Care of buildings:

Care shall be taken by the contractor to avoid damages to the on-going/completed activities in the building during execution of his part of the work. The contractor shall be responsible for repairing all the damages and restoring the same to their original finish at his cost. The contractor shall also remove, at his costs, all the unwanted and waste materials arising out of his work from the site.

5.9 Addition to an installation:

Any addition, temporary or permanent, to the existing electrical installation shall not be made without a properly worked out scheme/design by a qualified Electrical Engineer to ensure that such addition does not lead to overloading or safety violation of the existing system.

5.10 Inspection and Testing of materials and equipments:

- a) Materials and equipments to be used in the work shall be inspected by competent representatives from client side. Such inspection will be of following categories:
 - i. To receive materials at site with Manufacturer's Test Certificate(s).
 - ii. To inspect materials at the authorized dealer's showroom /go-downs to ensure delivery of genuine materials at site.

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- b) Materials shall be ordered & delivered at site only after receiving due approval from the Engineer-In- Charge (EIC). The contractor shall take timely approval from EIC to ensure seamless delivery of the materials without affecting the workflow in any way due to lack of it.
 - c) As and when the order is placed for the material, its copy shall be endorsed to the Engineer-In-Charge.
 - d) The firm will be required to procure all the material directly from the manufacturer / authorized dealers to ensure genuineness & quality and as per the approved makes only. Proof in this regard shall be submitted by the contractor, as and when required, to the client.
 - e) Delivery of material shall be taken up only with the consent of Engineer-in-Charge, after clearance of the material.
 - f) Engineer-in-Charge shall reserve the right to waive off inspection in lieu of valid test certificate, at his discretion. In such cases, Third Party inspection reports or MTC as applicable to be submitted by the contractor at their own cost by engaging a reputed TPIA.

5.11 Other Points:

- i) Use of PPE (personal protective equipments) is compulsory for all workmen at site which need to be supplied by the contractor.
- ii) Proper housekeeping to be maintained at site.
- iii) Any statutory approval required for transportation; operation & maintenance of the machineries shall be in contractor's scope.
- iv) Safe handling of supplied items including their transportation, delivery at site, lifting to upper floors, storage etc. at IGGL's project site is solely in bidder's scope.
- v) Supply, Programming, Installation & Testing of customized software program for interfacing and control of all technical equipment, signal processors, audio DSP, lighting control, automation and connected hardware, via manufacturer's trained certified engineer.
- vi) The electrical cabling from power source to the equipment position will lie in the bidder's scope. Conduit laying / Trucking for both indoor

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& outdoor cables / wires will be in bidder's scope including supply of items.

- vii) Participating bidders shall furnish the brand / make name & model nos. (in tabular format) for each & every item of the RFQ / SOR along with the technical bids.
- viii) While quoting in the tender, bidders are to consider all the required items to install their offered audio- visual and video conferencing equipment's.
- ix) The vendor/bidder must provide onsite training to IGGL representatives for operation and day to day usage of the entire installed System.
- x) Vendor/Bidder should submit factory test report of supplied equipment at the time of delivery of equipment.
- xi) Bidder shall provide guarantee / warranty for Audio-visual equipments for **minimum 03 year** from the date of installation and commissioning of the item. Successful agency will provide the service guarantee/Warranty certificates from OEM along with the materials while supplying the same at site.

6. Firm Price:

The contracted prices shall be firm and fixed except statutory variation in taxes & duties till the completion of the works in all respects. No escalation of contract value, in any form whatsoever will be entertained during the contract period.

7. Special Clause:

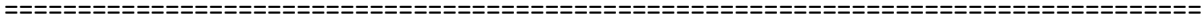
Since the materials have to be supplied to the IGGL's Corporate Office at 7th floor NRL Center, the agency should ensure that day to day operations, safety and security of the location are not affected in any way on account of the works being carried out. In case of any damage to our properties due to the negligence on the part of the agency or their workmen, the agency will be held responsible and liquidated damages as assessed by the OWNER would be recover from them

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SCOPE OF WORK (SOW)

The scope of work and supply of this work will be in accordance with the Schedule of rate and other parts of Tender Documents.

1. **CONTRACTUAL PERIOD:** The contractual period of completion for this job, as per the provisions of the contract and shall be **1.5months** from date of issue of confirmed work order/LoA to L1 bidder.
2. **PRICE ESCALATION:** The Item Unit Rates shall remain firm till the commissioning of the system and no escalation shall be admissible on any account.
3. **TERMS OF PAYMENTS:**
 - i. 70% on receipt & acceptance of materials at site by EIC.
 - ii. 30% on installation/testing/commissioning/handover
4. **LIQUIDATED DAMAGES:** As per GCC.
5. **DEFECT LIABILITY PERIOD:** 12months from date of commissioning of the AV & VC setup.
6. **SECURITY DEPOSIT:** Applicable. SD to be released after completion of defect liability period.



SECTION-VII

PRICE SCHEDULE

SCHEDULE OF RATES (SOR)

SUB: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUDIO-VISUAL(AV) & VIDEO CONFERENCING (VC) SYSTEM FOR IGGL'S CORPORATE OFFICE.

Tender No.: IGGL/GHY/C&P/HR/AV SYSTEM/12-22 (E –TENDER NO. IGGL-100046)

Name of Bidder: M/s _____

Sl. No.	Descriptions	UOM	QTY.	Unit rate (In Rs.)	Unit Rate with GST (In Rs.)	Total amount (In Rs.)
1.	75" UHD Interactive Display - Diagonal Size 75",Should Support 20 touch (internal/external) Whiteboarding app works 4 drawing, Should Support multiple users to write, draw highlight or erase simultaneously, Should Support wireless screen-mirroring & Airplay , Should Support multi-view on up to four screens, Should support Minimum Resolution - 3,840 x 2,160 (Landscape), Should Support Minimum - Brightness(Typ.) 350 cd/m2, Contrast Ratio(Typ.) minimum 4000:1, Response Time(G-to-G) Should be less Than 7ms(Typ.), Should be compatible with 3rd Party OPS . Should have Manufacturer Authorization Form along with technical Datasheet.	Nos.	2			
2.	Wall Mount Kit for Above	Nos.	2			
3.	55" UHD Professional Display - Panel Technology PVA, Display Size - Diagonal (inches) 55", Resolution3840 X 2160 (UHD), Native Contrast Ratio4000:1 or higher, Haze2% or Higher, Response Time (G to G) 8ms or lower, Brightness (Typ.) in Nits350 Nits or higher, Bezel Width(in mm) 9.2mm(U/L/R), 11.2mm(B), Color Gamut 92% , Input / Output Ports VIDEO INPUT: HDMI X 3 no.s USB INPUT: USB X 2 no.s" Built in Speaker(10W x 2)AUDIO INPUT & OUTPUT: Stereo Mini Jack, Communication port RS232C , RJ45, Power Supply Requirement AC 100 - 240 V~ (+/- 10 %), 50/60 Hz, Special Features Workspace (Remote PC/VM Ware/Office 365), Auto level, Smart Callibration, Custom Home for customised icons on the menu, Built In Wifi, Advanced Web Browser, Wireless Sharing from Android and Windows10 and Apple devices using smart view+,Inbuilt Digital Signage Player, Temperature Sensor, Auto Source Switching & Recovery, Built-in Videowall Mode ,Dicom simulation mode, Tizen Enterprise portal". Should have Manufacturer Authorization Form along with technical Datasheet.	Nos.	2			

4.	Wall Mount Kit for Above	Nos.	2			
5.	Interactive monitor- Should Support Capacitive finger touch & EM pen, Screen Size Minimum 21.5", Minimum resolution of 1920 x 1080, Minimum Brightness 250 cd/m2, Should Support Minimum 10 Points, Should Include DC power in x1; HDMI IN x1; HDMI OUT x2, USB3.0 TYPE B x 1 USB3.0 TYPE A x2 (Host). Should have Manufacturer Authorization Form along with technical Datasheet.	Nos.	1			
6.	Wireless Content Presentation, Collaboration, and Conferencing Solution- Should be Simultaneous Wired and Wireless Presentation and Collaboration Solution, Should support and allows users with laptops or mobile to connect and present, HDMI input to connect a source with HDMI directly. Should have 1 x HDMI Input and 1 x HDMI Output, and 1 x Gigabit LAN Wi-Fi 802.11 ac/b/g/n dual band, Should have Wireless Connection for up to 252 user devices, present minimum 4 users laptops or handheld devices on a single display at a time, capable of replicating any iOS device without any required app/device, Should have 2 Nos. of USB3.0 and 01No. USB 2.0 port for connecting peripheral devices like keyboard & mouse. Should support share uninterrupted HD video of 1080p @ 60 FPS. Should have feature to stop someone else from presenting to enable uninterrupted presentation. Should have annotation & white board feature on both wired & wireless source connected, Should have DHCP and static IP support. Should have inbuilt Wi-Fi so guest can connect and share their screen without entering client network. Should have Linux Operating System, Should support Wireless USB for integration of Microphone, Speaker & Camera. Should support Clientless Connectivity — Airplay, Miracast, Join Through Browser. Should support 2.4GHz/5GHz Wi-Fi and MIMO antennas establish and maintain a fast and reliable connection. Should have minimum 32GB eMMC storage, file viewing/downloading option from inbuilt memory. Should have 4GB LPDDR4 (2400) Memory, Should have Powerful security features: user authentication, 1024-bit encryption, dynamic room code, Certification: CE, ISO 9001, ISO 14001, OHSAS 18001.Extra component or equipment maybe added to match the complete specs. Should have Manufacturer Authorization Form along with technical Datasheet.	Nos.	1			
7.	Touch pad accessory for above- Step in touch pad button, Should support Mac and Windows Compatible, Should be Easy Plug and Play Connection, Should have Status LED Ring which includes Indicates active, standby, pause and do not disturb functionality. Should have standard compliance CE, FCC.	Nos.	2			

8.	VC Camera- Professional grade Full HD Camera for Conferencing/Video Capture Applications, Full HD 1080p 60fps Resolution, Support both HDMI, USB 2.0, USB 3.0 and IP Connectivity and shall support simultaneous operation of both connections. 20x Optical Zoom with 16X digital zoom, 60.7deg wide angle Lens. Shall support Standard and UpSide-Down mounting options, Shall have built in VISCA port for RS232 control with external control systems. On Board Memory to store 128 Preset Positions and supplied with a IR Remote Control. Shall be support IP streaming with H.264 and H.265 encoding options. Local built-in Storage for recording and Streaming. Should have Manufacturer Authorization Form along with technical Datasheet.	Nos.	1			
9.	Mounting Kit for Above	Nos.	1			
10.	Cardioid Condenser Boundary Microphone- Should Support Polar Pattern Cardioid, Should Have Minimum Frequency Response 21-20,000 Hz, Should Support Maximum Input Sound Level130 dB SPL, 1 kHz at 1% T.H.D. Should Have Switch function: touch on/off, momentary on, momentary off. Should Be able to Control: local, remote, LED remote, LED Color: mic on, mic off. Should have Manufacturer Authorization Form along with technical Datasheet.	Nos.	13			
11.	Wireless Handheld Microphone System- Should Support Minimum Frequency Response 100 Hz to 15 kHz (+1 dB, -3 dB, Operating Range 100 m (300'), typical, Open range environment with no interfering signals. Should Support Minimum Number Of Channels 10. Should have Manufacturer Authorization Form along with technical Datasheet.	Nos.	2			
12.	Digital Signal Processor (DSP)- Mic/Line Inputs with AEC and Noise Cancellation, 12 Nos with wide band 20Hz -22KHz Distributed Acoustic Echo Cancellation. Shall support Noise Cancellation upto 25dB. This system shall be based on a fixed point hardware embedded DSP. Mic / Line Outputs - 8 Nos, Input Scalability - Shall be able Possible to Expand Multiple Units for connecting upto 144 microphones. Mix Minus Digital Expansion Bus - Shall have 2Nos x Mix Minus Full Duplex Bi Directional bus to support Peripheral Devices and DSP expansions and shall carry Audio, Control and Power. These expansion buses shall provide native integration of wired and wireless microphones through single CAT-5/6 connection, Analog Telephone/PSTN Line Interface PSTN [POTS] Line Connectivity for Analog Conferencing Application. VoIP Interface VoIP interface to connect to VoIP SIP infrastructure, should support 5 lines on single port. And single extension should support 5	Nos.	1			

<p>way conferencing , USB Audio Interface DSP unit shall have a built in USB Type B port for Connecting a USB host like a PC to Provide 2 input audio abd 2 output audio channels at the sample rate of 48Khz and bit depth of 24.The USB Port Shall be compatible with USB 2,0 or Higher . LED Indication DSP Unit shall have LED indicators for Power,Status and Locate, It shall also have Capacitive touch to locate the unit in software.</p> <p>Auto Mixer Features - Type - First Mic priority based to avoid false gating and avoid tunneling sound and also shall be able to enable or disable this functionality, PA Adaptive - To avoid false gating of microphone for audio signals routed via speakers, Adaptive Ambient System shall be able to monitor the ambient sound changes and set the Gating Parameters automatically. Off Attenuation Setting User Editable Off Attn Setting Rquired, Hold Time Setting User Editable Hold Time Setting Rquired, Gating Groups Between Units Shareable Auto Mixer paramteres such as Gating Status and Control Information available across multiple units, Control - LAN Connectivity 1No x RJ 45 LAN Ethernet Connectivity RS 232 1 No x DB9 Connectivity for RS232 Connectivity , Built-in GPIO Ports Built in general purpose inputs and outputs for Logic Control, Macro Recorder Shall be able to create Macros using Recorder as well as Command Lines, Presets Shall be able to assign Presets per unit for recalling various configurations, Touch Panel Controller/Dialler (Optional) Dialler Controller Software shall provide mute and Volume control functions and custom buttons for the user to program and this software shall operate on PC,MAC,Andoid and iOS Mobile Devices. Management - Events- Event Scheduling Functionality shall be possible to recall macros, presets and serial commands etc..System Checks Functionality to check the Microphone Connection Status , Amplifier Status etc... SNMP Agent Required to monitor health status of the system via simple network management protocol. Shall be able register with SMTP server for automated Email Genration with Status and Fault reporting. AV Network Management Platform AV network management platform to monitor, control, and audit both DSP Mixer and necessary connected peripherals to DSP. Should have Manufacturer Authorization Form along with technical Datasheet.</p>					
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13.	<p>Channel Expander- I/O Configuration - Mic/Line Inputs with AEC and Noise Cancellation - 12 Nos with wide band 20Hz -22KHz Distributed Acoustic Echo Cancellation. Shall support Noise Cancellation upto 25dB. This system shall be based on a fixed point hardware embedded DSP, Mic / Line Outputs - 0, Input Scalability Shall be able Possible to Expand Multiple Units for connecting upto 144 microphones, Mix Minus Digital Expansion Bus Shall have 2Nos x Mix Minus Full Duplex Bi Directional bus to support Peripheral Devices and DSP expansions and shall carry Audio, Control and Power. These expansion buses shall provide native integration of wired and wireless microphones through single CAT-5/6 connection, USB Interface Should have USB inteface on chasis and also should have USB expansion module both from same OEM, Auto Mixer Features - Type - First Mic priority based to avoid false gating and avoid tunneling sound and also shall be able to enable or disable this functionality. PA Adaptive To avoid false gating of microphone for audio signals routed via speakers, Adaptive Ambient System shall be able to monitor the ambient sound changes and set the Gating Parameters automatically. Off Attenuation Setting User Editable Off Attn Setting Rquired. Hold Time Setting User Editable Hold Time Setting Rquired. Gating Groups Between Units Shareable Auto Mixer paramteres such as Gating Status and Control Information available across multiple units. Control - LAN Connectivity 1No x RJ 45 LAN Ethernet Connectivity, RS 232 1 No x DB9 Connectivity for RS232 Connectivity , Built-in GPIO Ports Built in general purpose inputs and outputs for Logic Control, Macro Recoder Shall be able to create Macros using Recorder as well as Command Lines, Presets Shall be able to assign Presets per unit for recalling various configurations, Touch Panel Controller (Optional) Touch Panel controller to provide PSTN Telephone dialing , Gain and Mute Control. . Management - Events Event Scheduling Functionality shall be possible to recall macros, presets and serial commands etc.. System Checks Functionality to check the Microphone Connection Status , Amplifier Status etc... SNMP Agent Required to monitor health status of the system via simple network management protocol,SMTP Agent Shall be able register with SMTP server for automated Email Genration with Status and Fault reporting. Should have Manufacturer Authorization Form along with technical Datasheet.</p>	Nos.	1			
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14.	Class-D audio power amplifier- Should be 4 channel amplifier, each channel at 60 watts, It should be class D amplifier, 4 ohm/8 ohm speaker output, 70V/100V constant voltage output, 2*120 W output in bridged way Fan less unit, Half rack size, Auto Standby mode supported and Efficient power consumption, Plug and Play mode, Control and protection options with LED indicator, Input sensitivity 20hz to 22Khz @0dBu, 4*60 watts@ sensitivity in 4/8 ohm 70V and 100 V, Signal present indicator, Standby indicator, Potentiometer control 0 to max rated power. Make of amplifier should be same as the make of DSP & DSP Channel Expander. Should have Manufacturer Authorization Form along with technical Datasheet.	Nos.	2			
15.	Ceiling Speakers - Speaker type: 2-way, ceiling speaker with metal back can., Should Have Frequency range :65 Hz to 20 kHz, Should Support Power handling:60 Watts RMS,120 Watts PEAK, Should Have Nominal sensitivity 88 dB,1W@1m, Should Have Nominal coverage angle:110° conical coverage Nominal impedance: 8 ohms, Should Support Transformer taps:70V:: 30W, 15W, 7. 5W,3. 8W, 1. 9W, 8 ohms 100:null, 30W, 15W, Woofer: polypropylene cone with moisture resistant coating. Tweeter: silk dome. Overload protection: Full range power limiter with general the 8 ohm direct input only, protecting the tweeter, woofer, and crossover.	Nos.	4			
16.	Cable Cubby with Male to Female Cables (Slow Motion Sliding Lid) - 2 x Universal Power Socket, 2 x RJ45 Network, 1 x HDMI 2.0v, 1 x USB 2.0v, 1 x USB Charger	Nos.	4			
17.	Mini PC For Soft VC Like Zoom, Google Meet and Microsoft teams with Intel Core i3 10th Gen or higher, 4gb ram, 500 ssd. With licensed OS	Nos.	1			
18.	8x8 4K60 HDMI Switcher - Should Support minimum Video Inputs (8) HDMI; supports HDMI/ HDCP, Minimum Video Outputs (8) HDMI; supports HDMI/ HDCP, Video Resolution Support Various up to 4096 x 2160@ 60 Hz - Reference Data Sheet for Specific Resolution Support, Should Have Audio Inputs Embedded audio on HDMI; supports 2 CH L-PCM de-embedding and pass-through of PCM 2-Channel, PCM Multi-Channel, Dolby Digital, Dolby Digital Plus, Dolby Atmos, Dolby TrueHD, DTS, & DTS HD MA, Should Have Audio Outputs 3 Position 3.5mm pluggable Phoenix Terminal Block; supports Unbalanced Analog Stereo, Regulatory Compliance FCC Part 15 Class B EN 55032 EN 55035 CB IEC/EN 60950 CB IEC/EN 62368-1UL 62368-1 RoHS/REACH. Should have Manufacturer Authorization Form along with technical Datasheet	Nos.	1			

19.	4K HDMI Transmitter - Should Support 4K resolution HDMI Transmitter with HDBaseT Output; Support up to 70 meters (1080p) or 40 meters (4K@30Hz) Cable Distance, Output Resolution Support 4K, 1080p, 1080i, 720p, 576p, 480p, 576i, 480i, Certification CE, FCC,	Nos.	5			
20.	4K HDMI Receiver - Should Support 4K resolution HDMI RECEIVER with HDBaseT Input, Support up to 70 meters (1080p) or 40 meters (4K@30Hz) Cable Distance, Output Resolution Support 4K, 1080p, 1080i, 720p, 576p, 480p, 576i, 480i, Certification CE, FCC,	Nos.	5			
21.	USB Switcher - Device Should Support 4 computers to share 4 USB 3.2 Gen1 devices, Device Should Support port selection via remote controller or RS-422/RS-485 link through 5-pin terminal block, Device Should Supports USB BC 1.2 and over current protection, Device Should Support four computers to share USB peripheral up to four devices, Device Should Support USB 3.2 Gen 1 compatibility with maximum data transfer rates up to 5 Gbps, Device Should Support Multiplatform support - Windows, Mac and Linux, Device Should have Displays port focus via LED indicators, Device Should have Metal mechanical cassis with wall mountable design, Device Should Supports port selection via remote controller or RS-422 / RS-485 link through 5-pin terminal block, Device Should Supports for hot plugging, Device Should Supports DC 9 - 24V power input through terminal block, Device Should Supports USB BC 1.2 and over current protection, Device Should Support Power on detection -The computer focus automatically switches to a newly plugged-in or powered-on computer, The computer focus automatically switches to port 1 when the focused computer is unplugged or powered, Device Should Support Temperature Range of 0–50°C. MAF Required	Nos.	1			
22.	Control Processor - Integrated Controller with Memory Card: 8 GB SD, NVRAM: 1 MB, DDRAM: 512 MB, Note: Supports external USB Solid State Drives, Power Consumption Active Power Consumption: 4.2 W, Connectivity Ports - 4-position 3.5mm Screw Terminal, provides data and power to external control devices RS-232/422/485 Ports - (1) 10-position 3.5mm Screw Terminal RS-232 Port - (3) 2-position 3.5mm Screw Terminal, 1 10/100 LAN Interface, 4 Digital I/O Ports 4 IR/Serial Output Ports 4 Relay Ports, Supports Internet Protocol version 6 (IPv6), Supports IEEE Standard for Port-based Network Access Control, Supports multiple user-defined login groups for accessing the master, Hardware / Software Built for 24/7/365 Operation. MAF Required	Nos.	1			
23.	Control Application License - TP Control application license for one Apple iPad	Nos.	1			

24.	Power Supply - 12 VDC, 5.4 A Power Supply with 3.5 mm Phoenix Connector with Retention Screws	Nos.	1			
25.	Lan Input/Output Interface, 8 Channels - Should Support Minimum Lan Input/Output Interface, 8 Channels, Should Support Power Over Ethernet (PoE), Connectors (1) RJ-45 ICS-LAN Ethernet Connector, (1) 10-Pin 3.5mm captive-screw terminal (RS-232/422/485 port), Power Draw should be not be more than 2 Watts.	Nos.	3			
26.	iPad 10.2" - Apple I-Pad 10.2 inch for room control & to fulfil the requirement	Nos.	1			
27.	Base Station - Base Station with sleeve for iPad	Nos.	1			
28.	Wireless Router - Wireless Access Point to fulfil the requirement.	Nos.	1			
29.	8 port Gigabit PoE Unmanaged Switch - Network switch to fulfil the requirement.	Nos.	1			
30.	HDMI Cable 1.8 m - Premium High-Speed HDMI Cable, 1.80m (6ft), 4K@60Hz (4:4:4) MAF Required	Nos.	12			
31.	HDMI Cable 3 m - Premium High-Speed HDMI Cable, 3.00m (10ft), 4K@60Hz (4:4:4) MAF Required	Nos.	2			
32.	HDMI Cable 10.70m - Premium High-Speed HDMI Cable, 10.70m (35ft), 4K@60Hz (4:2:0) MAF Required	Nos.	3			
33.	HDMI Cable 15.20m - Premium High-Speed HDMI Cable, 15.20m (50ft), 4K@60Hz (4:2:0) MAF Required	Nos.	1			
34.	USB 3.0 Cable – USB 3.0 Cable - 30 feet (~10 meters) long USB 3.0 Cable, to connect a Laptop with camera (Should be from Same OEM as of Digital Signal Processor) MAF Required	Nos	3			
35.	USB 3.0 Cable – USB 3.0 Cable - 100 feet (~30 meters) long USB 3.0 Cable, to connect a Laptop with camera (Should be from Same OEM as of Digital Signal Processor) MAF Required	Nos	2			
36.	Equipment Rack with Extra PDUs to fulfil the requirement.	Nos	1			
37.	Cables connectors and accessories to fulfil the requirement.	Nos.	1			
38.	Installation, Testing, Commissioning, Programming and Documentation Charges	AU	1			
Grand Total:						

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NOTES TO BIDDERS:

- 1) Bidders are requested to submit the blank SOR with "QUOTED / NOT QUOTED" remarks along with the un priced bid without mentioning any price/rate.
- 2) ***PRICE / RATES TO BE ENTERED ONLY IN THE PRICED BID FORMAT/BOQ AVAILABLE IN THE E-TENDERING PORTAL.***